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CORTEZ CITY COUNCIL  
REGULAR MEETING  
TUESDAY, FEBRUARY 13, 2024  
7:30 P.M.

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

2. CONSENT AGENDA

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

a. Approval of the Council Worksession and Agenda Minutes for January 23, 2024.

b. Approval of the Expenditure List for February 13, 2024

c. Approval of a Special Events Permit for Cortez Area Chamber of Commerce, along with Onward! The Legacy Foundation to host the 7th Annual Putt-Putt Tournament event on Saturday, February 17, 2024, on the premises located at 20 West 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

5. PUBLIC HEARINGS

a. **Resolution No. 04, Series 2024**

Resolution No. 04, Series 2024, a resolution approving a Conditional Use Permit for 801 Bluffs Blvd., requested by the Southern Bluffs Homeowners Association.

**Presenter:** Contract City Planner Nancy Dosedall

b. **New Tavern Liquor License for Cortez Conference Center, LLC.**

Public Hearing for a new Tavern Liquor License for Cortez Conference Center, LLC., DBA Destination Grill, located at 2121 East Main Street, Cortez.

**Presenter:** Donna Murphy, Deputy City Clerk

6. UNFINISHED BUSINESS

7. **NEW BUSINESS**

a. **Highway Users Tax Fund (HUTF) Report for 2023**

Authorize the Mayor Pro-tem to sign the 2023 Highway Users Tax Fund Report.

**Presenter:** Doug Roth, GIS Coordinator

b. **Ordinance 1325, Series 2024 Amending the 2024 Budget**

First Reading of Ordinance 1325 Series 2024, an ordinance amending the 2024 Budget, and set for public hearing on February 27, 2024.

**Presenter:** Kelly Koskie, Finance Director

c. **Tax Exempt Lease Purchase of Two Servers to Replace the Current VXRail Server System.**

Approval of a Tax Exempt Lease Purchase with Dell Financial Services for two PowerEdge R760 servers to replace the City's existing VX Rail server system.

**Presenter:** Kelly Koskie, Finance Director

d. **Intergovernmental Agreement for Dispatch Services**

Approval of the annual Intergovernmental Agreement for Dispatch Services for 2024.

**Presenter:** Vern Knuckles, Chief of Police

e. **Omnibus Mutual Aid Agreement**

Approval of the Omnibus Mutual Aid Agreement to facilitate and encourage cooperation and assistance in the event of a Local Emergency or Disaster.

**Presenter:** Vern Knuckles, Chief of Police

f. **Equipment Purchase for the Public Works Water Department**

Approval of the purchase of a new or used excavator for the waterline installation crew.

**Presenter:** Brian K. Peckins, Director of Public Works

g. **Airport Parking Lot and Access Road Rehabilitation Bid Selection**

The Airport, along with its on-call engineering firm, Garver, LLC., have reviewed the bids for the Airport Parking Lot and Access Road Rehabilitation project.

**Presenter:** Jeremy Patton, Airport Director

h. **Conquistador Golf Course Golf Professional Services Contract**

Approve the Conquistador Golf Course Golf Professional Services Contract with Rudosky Golf LLC.

**Presenter:** Creighton Wright, Director of Parks and Recreation

**i. Recreation Center Pool Boiler Bid Award**

Recreation Center Pool Boiler Bid Award to Sparks Plumbing for \$52,395.32.

**Presenter:** Creighton Wright, Director of Parks and Recreation

**j. DOLA Local Planning Capacity Grant Program**

Council will consider authorizing the City of Cortez Community and Economic Development Department to apply for the Colorado Department of Local Affairs (DOLA) Local Planning Capacity Grant Program for up to \$166,400 and to provide a 20% cash match.

**Presenter:** Rachael Marchbanks, Community and Economic Development Director

**k. Authorization of the purchase of two Utility Vehicles for the Golf Course**

Council is requested to accept a bid and authorize the purchase of two Utility Vehicles for the Golf Course.

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

**l. Authorization for the purchase of a Golf Course Aerator**

Council is requested to accept a bid and authorize the purchase of a Toro Aerator for use at the Golf Course.

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

**m. Appointments to City Advisory Boards**

Two appointments to Board of Adjustment and Appeals, one appointment to the Cortez Historic Preservation Board, and one re-appointment to the Planning and Zoning Commission.

**Presenter:** Linda Smith, City Clerk

**n. Letter of Support for the Montezuma Heritage Museum**

Letter of Support for the Montezuma Heritage Museum

**Presenter:** Drew Sanders, City Manager

**8. DRAFT RESOLUTION/ORDINANCES**

**9. CITY ATTORNEY'S REPORT**

**10. CITY MANAGER'S REPORT**

**11. CITY COUNCIL COMMITTEE REPORTS**

**a. Mayor's Report on Workshop**

**b. Other Board Reports**

12. OTHER ITEMS OF BUSINESS

- a. Council will consider going into Executive Session for the following purposes:
  - 1. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e). Discussion will be held on the possible acquisition of real estate at three different locations in the City of Cortez.
  - 2. For the purpose of discussing the possible purchase, acquisition, lease, transfer, or sale of real property located in the City of Cortez pursuant to C.R.S. Section 24-6-402(4)(a).
  - 3. For a conference with the City Attorney for the purpose of receiving legal advice on negotiations and strategies relating to the possible purchase, acquisition, lease, transfer or sale of real property located in the City of Cortez pursuant to C.R.S. Section 24-6-402(4)(b).

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT



PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

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

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### Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** LINDA SMITH, CITY CLERK

**Date:** February 5, 2024

**RE:** Approval of the Council Worksession and Agenda Minutes for January 23, 2024.

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### Attachments

January 23, 2024 Worksession Minutes  
January 23, 2024 Agenda Minutes

CITY COUNCIL  
REGULAR WORKSHOP/SPECIAL MEETING  
TUESDAY, JANUARY 23, 2024  
5:30 p.m.

1. The Workshop was called to order at 5:30 p.m., at the City Council Chambers. Councilmembers present included Mayor Rachel Medina, Mayor Pro-tem Arlina Yazzie, Robert Dobry, Matt Keefauver, David Rainey, Dennis Spruell, and Lydia DeHaven. Also in attendance were Planning and Zoning Commissioners Robert Rime, Katrina Weiss, Bob Bright, Jim Skvorc, and Emily Waldron. Staff members present included: Chief of Police Vernon Knuckles, Finance Director Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dossdall, Community and Economic Development Specialist Helen West, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were three people present in the audience.

2. A joint meeting was held with City Council, Planning and Zoning Commission, and Jen Gardner and McKayla Dunfey from Logan Simpson, to discuss the Land Use Code progress. Ms. Gardner spoke about the modules in the new Land Use Code noting that Module 1 consists of general provisions, zone district regulations, and use standards. Module 2 includes subdivision standards, site development standards, and historic preservation. Module 3 includes application procedures, floodplain regulations, definitions, and appendices. Ms. Gardner stated that work continues on the definitions (new and old) as the Code continues to be reviewed and revised. The chapters of Module 1 were reviewed and discussion was held on making the Code easier to understand. Discussion was held on having a list of non-conforming properties when the City is aware of non-conformance. Also, discussion was held on non-conforming signs as well as the current regulations on billboards. The fine section for violations is currently being reviewed by the City Attorney. Review was made of Chapter 2, in Module 1, which includes reorganization and minor changes to zone district names. It was noted that the dimensional standards were adjusted to align with the City's Housing Needs Assessment and Action Plan. Discussion was held on housing types and the definition for each type, adding in tiny homes, and it was noted that the update is more in-line with current trends. It was noted that review continues on conditional/approved uses as well as new/changed uses which included Farmers' Market; portable storage container, temporary; civic space; club or lodge; religious land use; school, technical; long-term care facility; transit stations; grocery store; outdoor theater; retail marijuana establishment; and urban farm. Review was held on the current definition of ADU's (accessory dwelling units) as well as the use of pods/Zircon containers. Next steps for review of the proposed Land Use Code will continue in early Spring and final review will be held in June 2024 with public hearings scheduled with Planning and Zoning/City Council. Communication with the public on the changes made to the code will include a couple more open meetings.

3. General Discussion: None.

The regular workshop was adjourned at 7:20 p.m.

CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JANUARY 23, 2024

1. The meeting was called to order in the City Council Chambers at 7:30 p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Rachel Medina, Mayor Pro-tem Arlina Yazzie, Lydia DeHaven, Robert Dobry, Matthew Keefauver, David Rainey, and Dennis Spruell. Staff present included: Chief of Police Vernon Knuckles, Director of Parks and Recreation Creighton Wright, Finance Director Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, City Engineer Kevin Kissler, Court Clerk/Administrator Carla Odell, Human Resources Director Matt Cashner, Director of Public Works Brian Peckins, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were six people present in the audience.

Councilmember Dobry moved that the agenda for January 23, 2024, be approved. Mayor Pro-tem Yazzie seconded the motion and the vote was as follows:

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

2. The Consent Agenda items to be acted upon by Council were as follows:
  - a. Approval of the Council Worksession and Agenda Minutes for January 9, 2024.
  - b. Approval of the Expenditure List for January 23, 2024.
  - c. Approval of a renewal Hotel and Restaurant Liquor License for Rudosky Unlimited, LLC, DBA Rudosky Unlimited, located at 2310 East Empire Street, Cortez.

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

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

3. PUBLIC PARTICIPATION – None.
4. PRESENTATIONS – None.
5. PUBLIC HEARINGS
  - a. Ordinance No. 1324, Series 2024. Director of Public Works Peckins stated that the City of Cortez and Empire Electric Association, Inc., have been collaborating in a combined effort to adjust, update, and approve a new Franchise Agreement. The current agreement has been altered and revised to include corrections, change of language, and clarifications that will benefit the

understanding of both parties involved. The term length of the Franchise Agreement has been reduced from ten years to five years with a five-year automatic renewal, unless sooner terminated by either party. It was noted that the term length was changed to allow for the rapid pace of technology changes. In answer to a question from Mayor Medina, City Engineer Kissler stated that Geographic Information System (GIS) information is provided by Empire Electric when requested by the City. Staff recommended that Ordinance No. 1324, Series 2024, be approved on second and final reading. Mayor Medina opened the public comment period; however, no one spoke and the public comment period was closed. It was noted the previous franchise ordinance would be repealed with the passage of Ordinance No. 1324, Series 2024.

Mayor Pro-tem Yazzie moved that Council approve on second and final reading Ordinance No. 1324, Series 2024, an ordinance containing the updated Franchise Agreement between the City of Cortez and Empire Electric Association, Inc. Councilmember Keefauver seconded the motion and the vote was as follows:

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

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. New Application for a Tavern Liquor License. Deputy City Clerk Murphy stated that a new application has been received from Cortez Conference Center LLC, owners Kurt and Joanne Langmacher, for a new Tavern Liquor License for Destination Grill to be located at 2121 East Main Street, Cortez. She stated that fingerprints and individual history records have been completed for the Langmachers and is on file with the City Clerk’s office. As per C.R.S. Statutes 44-3-302(2)(a) and 44-3-312(2)(a), the local licensing authority must consider the reasonable requirements of the neighborhood to which the applicant seeks to locate their business and to verify that the applicant is of good character. A public hearing must be set not less than thirty days from the date of application. Public hearing has been noticed by placing a sign on the premises and notice will be placed in the Cortez Journal. Staff is requesting that Council set a public hearing date of Tuesday, February 13, 2024, for review of the new Tavern Liquor License application for Cortez Conference Center LLC, DBA Destination Grill and the neighborhood boundaries be set as the Cortez City limits.

Councilmember DeHaven moved that Council set a public hearing date of Tuesday, February 13, 2024, for review of a new Tavern Liquor License for Cortez Conference Center LLC, DBA Destination Grill, located at 2121 East Main Street, Cortez, and the neighborhood boundaries be set as the Cortez City limits. Councilmember Spruell seconded the motion and the vote was as follows:

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

b. 2024 Classification and Compensation Study Bid Award. Human Resources Director Cashner

stated that the last time a compensation study was completed in the City of Cortez was in 2018. Best practice is to have a study completed at least every five years. These studies need to be completed to make sure the City’s compensation is competitive and the classification of jobs are placed appropriately in the wage scales. Fifteen proposals were received for the Classification and Compensation Study Bid and a committee consisting of the City Manager, Finance Director, Human Resources Assistant/Risk Manager, and Human Resources Director reviewed the proposals and are recommending the bid be awarded to the second lowest bidder Graves Consulting. The total bid amount would be \$26,755.00 and would include a pay equity analysis. It was noted that Graves Consulting is being recommended by former Cortez City Manager Shane Hale, currently City Manager in Windsor, Colorado. Discussion was held on previous wage studies completed for the City and the need to have the wage information updated. It was noted the bid is under the budgeted amount of \$30,000.00. City Attorney Coleman stated that due to the addition of the pay equity analysis, the Professional Services Contract is not completed and he would recommend that Council approve the award of the bid and authorize the City Manager to sign the contract once it is completed.

Councilmember Keefauver moved that Council award the 2024 Classification and Compensation Study Bid to Graves Consulting in the amount of \$26,755.00 and authorize the City Manager to sign the Professional Services Contract. Mayor Pro-tem Yazzie seconded the motion and the vote was as follows:

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

c. Resolution No. 03, Series 2024. Chief of Police Knuckles stated that Resolution No. 03, Series 2024, appoints Councilmember Dennis Spruell and himself (Vernon Knuckles) as the representatives of the City of Cortez on the Dispatch Center Users Group (f/k/a Dispatch Center Accountability Committee). It was noted that Councilmember Spruell and Chief of Police Knuckles both served on the committee in 2023 and staff recommends that they both be appointed to the Dispatch Center Users Group for 2024. In answer to a question from Councilmember Dobry, City Attorney Coleman stated that the Dispatch Center Users Group Intergovernmental Agreement will be presented at the next Council meeting.

Councilmember Dobry moved that Council approve Resolution No. 03, Series 2024, a resolution appointing Dennis Spruell and Vernon Knuckles as the representatives for the City of Cortez to the Dispatch Center Users Group. Councilmember Rainey seconded the motion and the vote was as follows:

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

- 8. DRAFT RESOLUTION/ORDINANCES – None.
- 9. CITY ATTORNEY’S REPORT – None.
- 10. CITY MANAGER’S REPORT – City Manager Sanders gave the following report:

- The 32<sup>nd</sup> Annual Southwest Economic Outlook was presented on January 9, 2024 at Fort Lewis College. Some of the key points made were: Unemployment rates are expected to remain low in 2024, but employee retention will be a challenge, mostly due to decreased housing and increased housing costs. The cost of living has increased by 20% since April, 2020; however, wages have not kept up to match the increased housing costs and inflation. Local incomes have not kept up with inflation since the start of the pandemic, and home prices are increasing at a faster rate than wages. For 2022 to 2023 families would need a 9% wage increase in the livable wage; national wages only increased 4% in 2023.
- City Manager Sanders addressed the League of Women Voters at their monthly meeting on Saturday January 13, 2024 at the Cortez Library regarding the City’s financial situation, the budget process, challenges the City is facing, and the completion of the 2016 – 2022 audits.
- The Montezuma Valley Irrigation Company Annual Meeting was held on Saturday January 20, 2024. The minutes from the 2023 meeting and the budget have been sent to each City Council member.
- The City of Cortez has received the impounded Conservation Trust Funds in the amount of \$624,634.79 now that we are current on our audits. Parks and Recreation projects that will be funded with Conservation Trust Funds will be noted for the record when presented to Council and is also noted in the ClearGov program.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor’s Report on Workshop. Mayor Medina stated that during the worksession a joint meeting was held with City Council, Planning and Zoning Commission, and Jen Gardner and McKayla Dunfey from Logan Simpson to discuss the Land Use Code update process. She encouraged the public to watch the meeting as there was a lot of information shared on the updates being made to the code. She stated that there will be additional public meetings held over the next few months and another joint meeting will be held later in the year prior to the Land Use Code being presented for final approval.

12. OTHER ITEMS OF BUSINESS – None.

13. PUBLIC PARTICIPATION – None.

14. ADJOURNMENT: Mayor Pro-tem Yazzie moved that the regular meeting be adjourned at 7:55 p.m. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

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Rachel B. Medina, Mayor

ATTEST:

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Linda L. Smith, City Clerk





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

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

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### Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

**Date:** 02/07/2024

**RE:** Approval of the Expenditure List for February 13, 2024

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### Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING JANUARY 26, 2024

Department	Vendor Name	Description	Amount
City Council	REGION 9 ECONOMIC DEVELOPMENT	Region 9 Dues for 2024	\$ 14,132.00
		Total	\$ 14,132.00
Human Resources	AT&T MOBILITY	PHONES	\$ 55.45
		Total	\$ 55.45
Municipal Court	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - MILLS	\$ 20.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - SALES	\$ 20.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - LOBATO	\$ 30.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - CRIDDLE	\$ 30.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - LUJAN	\$ 30.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - ARCHULETA	\$ 30.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - TOM	\$ 30.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - MILES	\$ 30.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - MILLS	\$ 40.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - SANCHEZ	\$ 50.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - LANER	\$ 50.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - SANDYVAL	\$ 70.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - PIERCE	\$ 70.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - SIMP	\$ 90.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - WHITEHORSE	\$ 90.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - SIMP	\$ 100.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - TOM	\$ 140.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - FULLBRIGHT	\$ 160.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - MILLS	\$ 160.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - LANER	\$ 220.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - PHILLIPS, LEHI	\$ 50.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - HAMMOND	\$ 60.00
		Total	\$ 1,570.00
Library	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 817.03
		Total	\$ 817.03
Building Main	MICROMAIN CORPORATION	2000-01001 Global Maintenance Annual Tech. U	\$ 2,000.00
	MICROMAIN CORPORATION	2000-01000 Global Maintenance Annual Admin.	\$ 2,200.00
	AMAZON CAPITAL SERVICES	Timberland Pro Barstow Wedge Work Boots 9.5V	\$ 106.29
		Total	\$ 4,306.29
City Hall Operations	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 1,740.40
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 116.58
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 459.96
	AMAZON CAPITAL SERVICES	Osram Sylvania 20906 FP54/841/HO/Eco Fluor. L	\$ 133.02
		Total	\$ 2,449.96
Welcome Center	ORKIN LLC	PEST CONTROL SERVICES	\$ 123.99

EXPENDITURE LIST FOR WEEK ENDING JANUARY 26, 2024

Department	Vendor Name	Description	Amount
	PROFESSIONAL ELEVATOR INSPECTION	Annual Third Party Conveyance Inspection - Weld	\$ 199.00
	CENTURYLINK	PHONE	\$ 91.86
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 425.45
		Total	\$ 840.30
Police Department	AT&T MOBILITY	PHONES	\$ 148.71
	CIRSA	CHANGES IN VEHICLES & ADDITIONS OF PROPER	\$ 26.78
	RAGSDALE AND ASSOC. P.C.	Psychiatric Diagnostic Evaluation - Smith	\$ 375.00
	GALL'S LLC	Shipping Charges	\$ 4.28
	GALL'S LLC	Shipping	\$ 4.30
	GALL'S LLC	Shipping Charges	\$ 6.82
	GALL'S LLC	Shipping	\$ 8.75
	GALL'S LLC	Shipping	\$ 10.46
	GALL'S LLC	Shipping	\$ 18.52
	GALL'S LLC	Propper S/S Uniform shirt	\$ 35.20
	GALL'S LLC	Textrop2 Womens L/S Shirt	\$ 65.48
	GALL'S LLC	Class A Uniform pants	\$ 73.40
	GALL'S LLC	Galls Pro L/S G-Tac Polo	\$ 73.92
	GALL'S LLC	Womens High Gloss Oxford	\$ 78.41
	GALL'S LLC	FX Stat Class A shirt	\$ 82.11
	GALL'S LLC	Waterproof 6 Sidezip Boot"	\$ 125.12
	GALL'S LLC	511 L/S polo	\$ 186.56
	GALL'S LLC	511 Stryke pants	\$ 219.12
	GALL'S LLC	Class B Uniform pants	\$ 320.32
	WEIR HOMETOWN HEALTHCARE, LLC	PRE-EMPLOYMENT PHYSICAL - SMITH	\$ 110.00
	ALS/PACEM DEFENSE	SUPPLIES	\$ 6,756.15
	DOUGLAS COUNTY SHERIFF'S OFFICE	SOTAR	\$ 1,500.00
	BUCK WOODMAN	BOOTS	\$ 193.22
	ORKIN LLC	Blanket PO for bug control	\$ 187.99
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 3,061.01
		Total	\$ 13,671.63
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	SPAYS	\$ 240.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 39.90
	ATMOS ENERGY	GAS SERVICE	\$ 408.08
		Total	\$ 687.98
Public Works	WEIR HOMETOWN HEALTHCARE, LLC	PRE-EMPLOYMENT PHYSICAL - ROBERSON	\$ 110.00
	AT&T MOBILITY	PHONES	\$ 55.45
	PARKER'S WORKPLACE SOLUTIONS	NAME PLATE	\$ 18.46
	KEITH MOORE	REIMB WORK CLOTHES	\$ 86.96
	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL - CORNETT	\$ 80.00
	DONA THOMPSON	REIMB PETTY CASH - CDL PHYSICAL - CORNETT	\$ 20.00
	AT&T MOBILITY	PHONES	\$ 229.56
	CORTEZ ELECTRIC	Blanket PO - Streetlight Repair	\$ 937.35

EXPENDITURE LIST FOR WEEK ENDING JANUARY 26, 2024

Department	Vendor Name	Description	Amount
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 11,277.66
	TAPCO-TRAFFIC & PARKING CONTROL	2180-20002 Circuit Programming Kit SL-80, Lega	\$ 180.00
	AMAZON CAPITAL SERVICES	Honeywell V800A1088 Gas Valve for Sweeper sh	\$ 413.98
		Total	\$ 13,409.42
Outdoor Pool	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 736.33
	ATMOS ENERGY	GAS SERVICE	\$ 30.17
		Total	\$ 766.50
Golf Pro	SUMMIT FIRE & SECURITY LLC	SALES TAX	\$ 17.81
		Total	\$ 17.81
Golf Course Maint	AT&T MOBILITY	PHONES	\$ 53.22
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 386.91
		Total	\$ 440.13
Parks	CIRSA	CHANGES IN VEHICLES & ADDITIONS OF PROPER	\$ 131.16
	AT&T MOBILITY	PHONES	\$ 53.22
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 1,887.73
	STOTZ EQUIPMENT	REWIND THE SPRING	\$ 72.05
	AMAZON CAPITAL SERVICES	Buyers 3025070 Standard Spreader for SaltDogg	\$ 730.00
		Total	\$ 2,874.16
Planning & Building	SHORT-ELLIOTT-HENDRICKSON INC	IHOP HOUSING & USE CODE	\$ 787.50
	SHORT-ELLIOTT-HENDRICKSON INC	Blanket PO - Professional Services / On-Call Planr	\$ 3,117.50
	AT&T MOBILITY	PHONES	\$ 241.23
		Total	\$ 4,146.23
Shop	CORTEZ COPY & PRINT	2 inch Decals - USDOT 1162859CO	\$ 27.50
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (37.40)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (22.00)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (12.39)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 3.04
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 9.12
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 11.85
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 12.62
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 22.04
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 27.38
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 37.40
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 112.98
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 113.89
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 133.99
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 140.69
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 140.69
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 182.79

EXPENDITURE LIST FOR WEEK ENDING JANUARY 26, 2024

Department	Vendor Name	Description	Amount
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 246.12
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 411.89
	WAGNER EQUIPMENT COMPANY	Material returned - Credit pending	\$ (45.45)
	WAGNER EQUIPMENT COMPANY	2P-0220 Gasket - Unit 983	\$ 8.47
	WAGNER EQUIPMENT COMPANY	9M-0402 Governor OH Kit	\$ 36.98
	WAGNER EQUIPMENT COMPANY	4S7562 Hose assembly - Unit 956	\$ 64.36
	YODER'S AUTOMOTIVE REPAIR	Transmission for Unit 497	\$ 3,000.00
	SENERGY PETROLEUM	Dyed diesel for Airport	\$ 727.10
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 3,414.00
	ATMOS ENERGY	GAS SERVICE	\$ 437.61
	ATMOS ENERGY	GAS SERVICE	\$ 643.38
	ATMOS ENERGY	GAS SERVICE	\$ 1,519.52
	AMAZON CAPITAL SERVICES	Stamp - INVOICE	\$ 7.98
	FIRST RESPOND	1st Aid Kit Refills	\$ 115.85
	XEROX CORPORATION	Blanket PO - B7035 WorkCenter s/n 5DA859596,	\$ 267.74
	XEROX CORPORATION	Blanket PO - C8045 AltaLink Color Copier, s/n 8T	\$ 348.58
	AMAZON CAPITAL SERVICES	Osram Sylvania 20906 FP54/841/HO/Eco Fluor. L	\$ 133.02
		Total	\$ 12,241.34
Technology	INTELLICHOICE, INC.	EFORCE Annual License and Support, 2nd Year	\$ 25,216.31
	AT&T MOBILITY	PHONES	\$ 43.23
	CENTURYLINK	DID	\$ 3.87
		Total	\$ 25,263.41
Airport	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 498.22
		Total	\$ 498.22
Dispatch	WEIR HOMETOWN HEALTHCARE, LLC	PRE-EMPLOYMENT PHYSICAL - JONES, MAPLE	\$ 220.00
	NOTEPAGE, INC.	PageGate Support Renewal	\$ 395.00
		Total	\$ 615.00
Rec Center	PROFESSIONAL ELEVATOR INSPECTION	Annual Third Party Conveyance Inspection - Rec	\$ 199.00
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 9,714.35
		Total	\$ 9,913.35
Water	GREEN ANALYTICAL LABS, INC.	Blanket PO - Lab Testing Services	\$ 124.20
	EMPIRE ELECTRIC ASSOCIATION	ELECTRIC SERVICE	\$ 2,621.10
	AMAZON CAPITAL SERVICES	Gilmour 840751-1002 3/4x75 Contractor Water	\$ 134.98
	AMAZON CAPITAL SERVICES	Red Dot 2CCU Outlet Box Flip-lid Cover	\$ 36.43
	BROWNS HILL ENGINEERING & CONTR	Blanket PO - Technical Consulting/Service Work	\$ 380.00
	AT&T MOBILITY	IPADS	\$ 258.51
	CIRSA	CHANGES IN VEHICLES & ADDITIONS OF PROPER	\$ 639.22
	DONA THOMPSON	REIMB PETTY CASH - CDL PHYSICAL - NEELY	\$ 20.00
	DONA THOMPSON	REIMB PETTY CASH - CDL PHYSICAL - GRITZ	\$ 20.00
	DONA THOMPSON	REIMB PETTY CASH - CDL PHYSICAL - SESLER	\$ 20.00

EXPENDITURE LIST FOR WEEK ENDING JANUARY 26, 2024

Department	Vendor Name	Description	Amount
	AT&T MOBILITY	PHONES	\$ 106.84
	DANA KEPNER COMPANY	Ford PJA4-13-G-NL 3/4 Grip Joint Assembly"	\$ 273.24
	DONA THOMPSON	REIMB PETTY CASH - R NEELY TOOLS	\$ 32.18
		Total	\$ 4,666.70
CCN Fund	CIRSA	CHANGES IN VEHICLES & ADDITIONS OF PROPER	\$ (4.58)
	EMPIRE ELECTRIC ASSOCIATION	Joint Use Pole Rental Fees for 2024	\$ 1,034.00
	CALIX INC	110-01568 Essential Support, 1/21/24 to 1/20/24	\$ 6,295.00
		Total	\$ 7,324.42
Refuse	CIRSA	CHANGES IN VEHICLES & ADDITIONS OF PROPER	\$ (109.90)
	CIRSA	CLAIM PC6018026-1	\$ 294.30
	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHES	\$ 164.99
	DONA THOMPSON	REIMB PETTY CASH - CDL PHYSICAL - SUTHERLAN	\$ 20.00
	INTERMOUNTAIN FARMERS ASSOC.	PAYMENT ON ACCOUNT	\$ (0.80)
	INTERMOUNTAIN FARMERS ASSOC.	CLOTHES	\$ 300.80
		Total	\$ 669.39
Total			\$ 121,376.72

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 2, 2024

Department	Vendor Name	Description	Amount
City Council	CANCER RESOURCE ALLIANCE OF MONT	2024 DONATION	\$ 3,500.00
	COMMUNITY CONNECTIONS	2024 DONATION	\$ 4,000.00
	FIRST UNITED METHODIST CHURCH	2024 DONATION - COMMUNITY CHRISTMAS DIN	\$ 2,000.00
	FOUR CORNERS CHILD ADVOCACY CENT	2024 DONATION	\$ 4,000.00
	FOUR CORNERS COMMUNITY BAND	2024 DONATION	\$ 1,000.00
	GRACE'S SOUP KITCHEN	2024 DONATION	\$ 4,000.00
	HOPE'S KITCHEN	2024 DONATION	\$ 4,000.00
	HOSPICE OF MONTEZUMA INC	2024 DONATION	\$ 2,000.00
	MONTELORES EARLY CHILDHOOD COUN	2024 DONATION	\$ 1,000.00
	SCHOOL COMMUNITY YOUTH COALITIO	2024 DONATION	\$ 2,000.00
	SOUTHWEST CENTER FOR INDEPENDEN	2024 DONATION	\$ 2,000.00
	UNITED WAY OF SOUTHWEST COLORAD	2024 DONATION - INDIGENOUS WELLBRIETY PRO	\$ 2,500.00
		Total	\$ 32,000.00
Library	DAK TECH COMPUTERS	AKB132UY Adesso Luminous 4X Large Print Keyb	\$ 52.00
	DAK TECH COMPUTERS	DTGMQ670 Dak Tech Gemini Q670 Performance	\$ 2,039.00
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 31.19
	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 39.99
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 377.79
	COLORADO LIBRARY CONSORTIUM	LEARNING EXPRESS & COMPUTER SKILLS CENTER	\$ 2,880.16
		Total	\$ 5,420.13
City Hall Operations	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICES	\$ 2,300.00
		Total	\$ 2,300.00
Welcome Center	STERICYCLE INC.	HAZARDOUS WASTE DISPOSAL	\$ 38.29
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 71.16
		Total	\$ 109.45
Police Department	AT&T MOBILITY	PHONES	\$ 132.09
	PIONEER PRINTING	Business cards - V. Knuckles	\$ 42.00
	AMAZON CAPITAL SERVICES	Motorola PMMN4069AL Impress RSM, 3.5mm A	\$ 630.20
	ENTENMANN-ROVIN COMPANY	Shipping and handling	\$ 36.00
	ENTENMANN-ROVIN COMPANY	Cap Pieces	\$ 612.00
	PIONEER PRINTING	Parking Tickets (500)	\$ 282.00
	PIONEER PRINTING	Trespass Notices (1,000)	\$ 296.00
	PIONEER PRINTING	Parking ticket envelopes	\$ 428.00
	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICES	\$ 1,499.58
	MANE SHIPPING LLC	SHIPPING	\$ 14.76
	SOUTHERN COMPUTER WAREHOUSE	HP Color Laser Jet Pro 4301fdw Printer	\$ 546.48
		Total	\$ 4,519.11
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	CASTRATION	\$ 64.00
	FOUR CORNERS M.A.S.H., LLC	SPAYS	\$ 224.00
	VIBRANT PET ANIMAL HOSPITAL	CASTRATION	\$ 86.25

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 2, 2024

Department	Vendor Name	Description	Amount
	STAPLES ADVANTAGE	394138 Trash can liners, 33x39, 1.5 mil, black, 10	\$ 109.10
	SONNY'S APPLIANCE REPAIR & SALES	DRYER REPAIR	\$ 164.49
		Total	\$ 647.84
Public Works	DOUGLAS ROTH	Blanket PO - GIS Consulting Services	\$ 1,950.00
	CORTEZ COPY & PRINT	BUSINESS CARDS	\$ 49.75
	KEITH MOORE	WORK CLOTHES	\$ 33.96
	SLAVENS TRUE VALUE	CARB HAMM BIT	\$ 17.66
	AM SIGNAL, INC.	Leotek 8 Yellow Ball Tinted	\$ 272.48
	AM SIGNAL, INC.	Leotek 12 Yellow Ball Tinted	\$ 293.88
		Total	\$ 2,617.73
Golf Course Maint	R & R PRODUCTS INC.	R150477 Bed knife screw for Toro 3150	\$ 17.00
	R & R PRODUCTS INC.	R94-2958 Studs	\$ 81.60
	R & R PRODUCTS INC.	R94-6392 Bed knife for Toro 3150	\$ 235.50
		Total	\$ 334.10
Shop	KEESEE MOTORS	BR3Z6582G Cylinder cover - Unit 478	\$ 82.00
	KEESEE MOTORS	BR3Z6582R Cylinder cover - Unit 478	\$ 91.20
	TARGET RENTAL	7400454 Fuel Filter - Unit 1234	\$ 89.50
		Total	\$ 262.70
Dispatch	BRAND CENTRAL	Uniform shirts	\$ 232.00
	QUILL	HP210A W2101A Print cartridge, Cyan	\$ 105.29
	QUILL	HP210A W2102A Print cartridge, Yellow	\$ 105.29
	QUILL	HP210A W2103A Print cartridge, Magenta	\$ 105.29
	QUILL	HP210A W2100A Print cartridge, Black	\$ 174.58
		Total	\$ 722.45
Rec Center	ATMOS ENERGY	GAS SERVICE	\$ 1,429.83
	CORTEZ ELECTRIC	PUMP REPAIR	\$ 187.50
	ID EDGE, INC.	WHITE CARDS, RIBBON	\$ 419.00
	PIONEER PRINTING	ANNIVERSARY BANNER	\$ 105.00
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 460.97
		Total	\$ 2,602.30
Water	SAN JUAN BASIN HEALTH DEPT.	Blanket PO - Lab Testing for Bac-T's	\$ 350.00
	AMAZON CAPITAL SERVICES	Caclemo 206A Toner Cartridge 4-Pack	\$ 176.99
	CORTEZ COPY & PRINT	BUSINESS CARDS	\$ 49.75
	USA BLUEBOOK	47878 Digital Titration Cartridge Sulfuric Acid	\$ 32.59
	USA BLUEBOOK	94092 Blue White Flex Pro 1/2 2-Channel Tubing	\$ 82.95
	USA BLUEBOOK	72813 FTI Series 40 Electric Drum Pump"	\$ 714.58
	ZORO TOOLS INC	FA40IG Inline Filter - IR 24233280	\$ 403.98
	FERGUSON WATERWORKS #1116	12 MJ Bolt/Gasket Pack less Gland	\$ 378.59
	FERGUSON WATERWORKS #1116	12 MegaLug for Ductile"	\$ 1,113.56



EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 2, 2024

Department	Vendor Name	Description	Amount
	FERGUSON WATERWORKS #1116	12 C900 DR14 PVC Blue GJ Pipe"	\$ 1,252.28
	FERGUSON WATERWORKS #1116	12 MJ C153 Solid Sleeve	\$ 1,739.74
	FERGUSON WATERWORKS #1116	12x2 C153 MJ Tapping Tee	\$ 2,213.47
	SPARKS PLUMBING	Materials/Labor - Repairs to water dock	\$ 352.77
		Total	\$ 8,861.25
Refuse	BIG R/JOHN DEERE FINANCIAL	WORK CLOTHES	\$ 299.93
	WASTEQUIP LLC	70000211 3YD Rear Load Container - Original PO	\$ 16,204.37
	FOUR CORNERS WELDING & GAS SUPPL	QOX Cylinder - Annual Rent	\$ 60.00
	FOUR CORNERS WELDING & GAS SUPPL	TAGMIX Cylinder - Annual Rent	\$ 70.00
		Total	\$ 16,634.30
Total			\$ 77,031.36

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 9, 2024

Department	Vendor Name	Description	Amount
Municipal Court	PADILLA LAW P.C.	PROFESSIONAL SERVICES	\$ 3,000.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - MULTIPLE	\$ 150.00
	BUFFINGTON LAW, LLC	LEGAL SERVICES - ASSISTANT CITY ATTORNEY	\$ 2,041.00
		Total	\$ 5,191.00
Finance	GOVOS INC	ELECTRONIC PAYMENTS	\$ 696.34
	POSTAL PROS, INC.	INVOICES	\$ 520.98
	CITY OF CORTEZ	FIBER	\$ 902.08
		Total	\$ 2,119.40
City Clerk	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 15.99
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 45.36
	CORTEZ RETAIL ENHANCEMENT ASSN	CORTEZ CASH CARDS	\$ 200.00
		Total	\$ 261.35
Library	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 44.05
	CITY OF CORTEZ	FIBER	\$ 3,503.40
	CITY OF CORTEZ	REFUSE	\$ 165.00
	CITY OF CORTEZ	WATER	\$ 37.12
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 149.50
		Total	\$ 3,899.07
City Hall Operations	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 102.55
	CITY OF CORTEZ	REFUSE	\$ 247.00
	CITY OF CORTEZ	WATER	\$ 86.65
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 175.71
	TRANE US INC	Service Call/Labor/Travel - Repairs to HVAC system	\$ 4,700.00
		Total	\$ 5,311.91
Welcome Center	MESA VERDE COUNTRY V.I.B.	Contracted Services at Colorado Welcome Center	\$ 2,501.00
	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 44.05
	CITY OF CORTEZ	REFUSE	\$ 115.00
	CITY OF CORTEZ	WATER	\$ 35.65
		Total	\$ 2,695.70
Police Department	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 270.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 5.50
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 9, 2024

Department	Vendor Name	Description	Amount
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 27.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 27.50
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 33.00
	CRYSTAL BRITE LAUNDRY	Blanket po for uniform cleaning	\$ 33.00
	GALL'S LLC	Shipping	\$ 4.53
	GALL'S LLC	Shipping	\$ 14.00
	GALL'S LLC	Side zip boot	\$ 115.00
	GALL'S LLC	Propper womens l/s polo	\$ 132.00
	GALL'S LLC	511 Tactical pants	\$ 144.32
	AMAZON CAPITAL SERVICES	Stubby Antenna for Motorola 7-800 GPS, 4-pack	\$ 69.96
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	MVIX (USA) INC	Hotsheet software	\$ 999.00
	TRANSUNION RISK AND ALTERNATIVE	PERSON SEARCH	\$ 75.00
	MATTHEW BENDER & COMPANY, INC.	CO REV 23 SPEC SUP & (3) ERRATAS	\$ 35.44
	MANE SHIPPING LLC	SHIPPING	\$ 13.88
	PITNEY BOWES PURCHASE POWER	POSTAGE	\$ 201.00
	ATMOS ENERGY	GAS SERVICE	\$ 356.24
	ATMOS ENERGY	GAS SERVICE	\$ 377.45
	CITY OF CORTEZ	REFUSE	\$ 253.00
	CITY OF CORTEZ	WATER	\$ 62.88
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 19.78
	iT1 SOURCE LLC	HP LaserJet Pro MFP 4301fdw Printer	\$ 499.10
		Total	\$ 4,160.08
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	CASTRATION	\$ 64.00
	FOUR CORNERS M.A.S.H., LLC	SPAY	\$ 96.00
	CITY OF CORTEZ	REFUSE	\$ 61.00
	CITY OF CORTEZ	WATER	\$ 79.86

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 9, 2024

Department	Vendor Name	Description	Amount
	SLAVENS TRUE VALUE	SNOW SHOVELS	\$ 53.67
		Total	\$ 354.53
Public Works	AMAZON CAPITAL SERVICES	Vgogfly Slouchy Knit Skull Cap, Dark Grey - Brian	\$ 11.99
	AMAZON CAPITAL SERVICES	Rustler Classic Relaxed Fit, 32w x 32l, Dark Stone	\$ 17.54
	AMAZON CAPITAL SERVICES	lhuan Cold Weather Gloves, Waterproof, Windp	\$ 19.99
	AMAZON CAPITAL SERVICES	Wrangler Regular Fit, Comfort Flex Waist, 32w x	\$ 29.72
	AMAZON CAPITAL SERVICES	Sunday Rose Waterproof Jacket, Burgandy Blue,	\$ 31.99
	AMAZON CAPITAL SERVICES	Dubinik Flannel Shirt, LS, Pearl snaps, Large - Bri	\$ 32.99
	AMAZON CAPITAL SERVICES	Rdruko Men's Winter Coat, Waterproof, Insulate	\$ 62.99
	AMAZON CAPITAL SERVICES	Merrell Moab2 Waterproof Hiking Shoe, Bark Br	\$ 78.58
		Total	\$ 285.79
Outdoor Pool	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 49.70
	CITY OF CORTEZ	REFUSE	\$ 345.00
		Total	\$ 394.70
Golf Pro	CITY OF CORTEZ	REFUSE	\$ 247.00
	CITY OF CORTEZ	WATER	\$ 197.62
		Total	\$ 444.62
Golf Course Maint	CITY OF CORTEZ	REFUSE	\$ 247.00
	CITY OF CORTEZ	WATER	\$ 31.80
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 10.77
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 20.90
		Total	\$ 310.47
Parks	BRAVO CLEANING & RESTORATION	CITY PARK TRASH REMOVAL	\$ 1,044.00
	LE PEW PORTA-JOHNS INC.	MONTHLY RENTALS	\$ 864.00
	CITY OF CORTEZ	REFUSE	\$ 1,058.00
	CITY OF CORTEZ	WATER	\$ 399.20
	CHOICE BUILDING SUPPLY	CONCRETE/PALLET RETURN	\$ (181.86)
	CHOICE BUILDING SUPPLY	WIRE FENCE	\$ 209.99
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 19.00
		Total	\$ 3,412.33
Recreation	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	NCSI	APPLICANT PROFILES	\$ 203.50
		Total	\$ 248.50
Planning & Building	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 60.48
		Total	\$ 60.48
Lodger's Tax Fund	MESA VERDE COUNTRY V.I.B.	ANNUAL TOURISM CONTRACT - 1ST INSTALLMEI	\$ 101,407.65
		Total	\$ 101,407.65

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 9, 2024

Department	Vendor Name	Description	Amount
Shop	FOUR CORNERS WELDING & GAS SUPPL	Annual Rent - Carbon Dioxide Cylinder, 50LB	\$ 162.00
	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Products for Fleet Main	\$ 616.54
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 54.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 120.00
	FASTENAL COMPANY	Blanket PO - Fasteners and Shop Supplies	\$ 183.07
	KEESEE MOTORS	BL3Z4C121A Locking Nut - Unit 484	\$ (24.00)
	KEESEE MOTORS	BL3Z12A402A Ignition Boot - Unit 489	\$ 9.40
	KEESEE MOTORS	CYFS12YT4X Spark Plug - Unit 489	\$ 16.00
	KEESEE MOTORS	BL3Z4C121A Locking Nut - Unit 484	\$ 24.00
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs and Supplies	\$ 35.41
	ROBERTS TRUCK CENTER	5012171R91 Renewed QLS Sensor - Unit 730	\$ 166.75
	STOTZ EQUIPMENT	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 94.66
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (335.36)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (145.43)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (49.38)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ (44.89)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 6.42
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 6.48
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 8.09
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 28.86
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 29.04
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 37.19
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 40.23
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 42.22
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 45.32
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 48.99
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 49.38
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 104.38
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenanc	\$ 261.35
	SENERGY PETROLEUM	86E10 Unleaded Gas for Service Center	\$ 4,347.33
	SUPERIOR SERVICES, LLC	Blanket PO - Janitorial Services at the Service Ce	\$ 1,950.00
	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 95.28
	CITY OF CORTEZ	REFUSE	\$ 379.50
	CITY OF CORTEZ	WATER	\$ 444.56
	OFFICE DEPOT	OD Letter Hanging Folders	\$ 14.95
	OFFICE DEPOT	OD Legal Hanging Folders	\$ 24.25
		Total	\$ 8,846.59
Technology	STORMWIND LLC	Less Discount	\$ (6,500.00)
	STORMWIND LLC	AAXMO-PLUS Ultimate Access + Renewal	\$ 10,950.00
	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 526.06
		Total	\$ 4,976.06
Streets	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 25.02

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 9, 2024

Department	Vendor Name	Description	Amount
		Total	\$ 25.02
Airport	ARTHUR J. GALLAGHER RISK MANAGEM	AIRPORT LIABILITY INSURANCE	\$ 3,181.00
	GARVER LLC	Terminal Improvements Design Process, ARPA G	\$ 1,111.59
	GARVER LLC	Airport Parking Lot Rehabilitation Design, ARPA	\$ 3,461.05
	ATMOS ENERGY	GAS SERVICE	\$ 431.71
	ATMOS ENERGY	GAS SERVICE	\$ 778.74
	CITY OF CORTEZ	REFUSE	\$ 45.75
	MONTEZUMA COUNTY WATER DIST.	WATER M064	\$ 50.00
	MONTEZUMA COUNTY WATER DIST.	WATER M068	\$ 58.20
	GARVER LLC	Apron Expansion Design, AIP Grant Activity #21A	\$ 31,076.67
		Total	\$ 40,194.71
Dispatch	LANGUAGE LINE SERVICE	INTERPRETATION SERVICES	\$ 30.88
	RAGSDALE AND ASSOC. P.C.	Psychological testing - Maple	\$ 375.00
	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 107.20
	OFFICE DEPOT	Astrobrights Orange Copy Paper - PD	\$ 17.74
	CITY OF CORTEZ	FIBER	\$ 902.08
		Total	\$ 1,432.90
Rec Center	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	NCSI	APPLICANT PROFILES	\$ 55.50
	AMERICAN RED CROSS	LIFEGUARDING COURSE	\$ 46.00
	FARMERS TELECOMMUNICATIONS INC.	PHONES	\$ 46.10
	CITY OF CORTEZ	FIBER	\$ 902.08
	CITY OF CORTEZ	REFUSE	\$ 247.00
	CITY OF CORTEZ	WATER	\$ 318.99
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 31.66
	BRAND CENTRAL	SHIRTS	\$ 2,070.00
	KYLEE SITTON	COOKIES	\$ 366.00
		Total	\$ 4,128.33
Refuse	POSTAL PROS, INC.	POSTAGE	\$ 719.64
	GREEN ANALYTICAL LABS, INC.	Blanket PO - Lab Testing Services	\$ 520.20
	CITY OF CORTEZ	FIBER	\$ 902.08
	CITY OF CORTEZ	REFUSE	\$ 61.00
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	\$ 148.35
	FASTENAL COMPANY	0136170 Marking Paint, Blue, #203031	\$ 171.47
	MUELLER CONSTRUCTION SERVICES INC	2024 Clarifier Drive Replacement Project - origin	\$ 109,250.00
	BRAND CENTRAL	WATER" Static Cling - Clear - 2.5x2.5	\$ 527.57
		Total	\$ 112,300.31
CCN Fund	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	\$ 149.64
	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

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 9, 2024

Department	Vendor Name	Description	Amount
		Total	\$ 3,824.96
Refuse	POSTAL PROS, INC.	POSTAGE	\$ 719.64
	BIG R/JOHN DEERE FINANCIAL	CLOTHES	\$ 84.99
		Total	\$ 804.63
Total			\$ 307,091.09



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

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

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**Memorandum**

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**To:** CORTEZ CITY COUNCIL

**From:** DONNA MURPHY, DEPUTY CITY CLERK

**Date:** 01/30/2024

**RE:** **Approval of a Special Events Permit for Cortez Area Chamber of Commerce, along with Onward! The Legacy Foundation to host the 7th Annual Putt-Putt Tournament event on Saturday, February 17, 2024, on the premises located at 20 West Main Street, Cortez.**

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**Attachments**

SEP Chamber of Commerce





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

01/30/2024

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 January 30, 2024. 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 partner with Onward! A Legacy Foundation to host the 7<sup>th</sup> Annual Putt-Putt Tournament event on Saturday, February 17, 2024, on the premises Cortez Area Chamber of Commerce, located at 20 West Main Street, Cortez.

### ISSUES

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the first event for 2024.

### RECOMMENDATION

Staff recommends approval of a Special Event Permit to allow The Cortez Area Chamber of Commerce to partner with Onward! A Legacy Foundation to host the 7<sup>th</sup> Annual Putt-Putt Tournament event on Saturday, February 17, 2024, on the premises Cortez Area Chamber of Commerce, located at 20 West Main Street, Cortez.



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

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** Cheryl Lindquist, Permit Technician/Deputy City Clerk

**Date:** 2/13/2024

**RE:** Resolution No. 04, Series 2024

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### DISCUSSION

The Southern Bluffs Homeowners Association ("HOA") is requesting a CUP to allow the HOA to lease space inside the HOA's existing clubhouse for a yet undetermined business or professional use meeting the definition of business or professional office contained in the Land Use Code. Leasing a portion of the clubhouse would allow the HOA to offset some fixed costs of the structure such as utilities and maintenance, thereby keeping HOA dues more affordable for homeowners. No external changes to the existing structure would be required, except perhaps signage, which would be required to meet both HOA requirements and the City Sign Code. Any internal building alterations would require building permits. There are currently 12+ parking spaces provided with additional on-street parking when events occur at the clubhouse. Although the exact square footage that would be leased to a business are unknown at this time, it appears that adequate parking already exists on site.

### BACKGROUND

The Southern Bluffs Owner's Association (the "HOA") is proposing a conditional use permit to allow it to lease its existing clubhouse building out for a business or professional office. The existing building, located at 801 Bluffs Blvd, Cortez, CO 81321 (the "Property") operates as the common clubhouse for the Southern Bluffs Subdivision. While the HOA has not yet identified a specific use or renter, it is hoping to obtain the conditional use permit before advertising the Property for rent.

### FISCAL IMPACT

Not studied

### RECOMMENDATION

Staff and the Planning & Zoning Commission are recommending approval of Resolution No. 04, Series 2024, a resolution approving a conditional use permit for a business or professional office to be located on property located at 801 Bluffs Blvd., in the Manufactured Housing District (MH) zone, as submitted by the Southern Bluffs HOA, with the three conditions of approval as contained in the Resolution.

### MOTION

If the City Council is inclined to agree with the Staff's and Planning & Zoning Commission's recommendations, a possible motion would be:

I move that the Cortez City Council approve Resolution No. 04, Series 2024, a resolution approving a conditional use permit for a business or professional office to be located on property located at 801 Bluffs Blvd., in the Manufactured Housing District (MH) zone, as submitted by the Southern Bluffs HOA, with the three

conditions of approval as contained in the Resolution.

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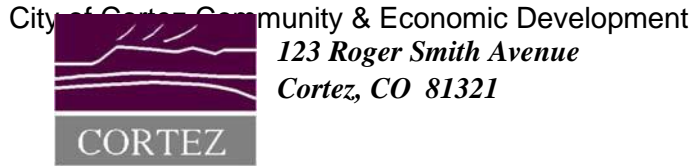
**Attachments**

Staff Report

Resolution No. 04, Series 2024

P&Z Resoslution No. 1, Series 2024

Documentation



Meeting Date: February 13, 2024  
Project No. LU23-0009

## **STAFF REPORT**

**TO:** Members of the Cortez City Council

**FROM:** Nancy Dossdall, Contract City Planner

**SUBJECT:** Application for a Conditional Use Permit for a business or professional office to be located at 801 Bluffs Blvd, zoned MH Residential Manufactured Home District.

**APPLICANT:** Southern Bluffs Owner's Association  
**OWNER:** Southern Bluffs Owner's Association

**ATTACHMENTS:** City of Cortez Resolution No. 4, Series 2024  
P&Z Resolution No. 1, Series 2024  
Application packet

## **BACKGROUND**

The Southern Bluffs Owner's Association (the "HOA") is proposing a conditional use permit to allow it to lease its existing clubhouse building out for a business or professional office. The existing building, located at 801 Bluffs Blvd, Cortez, CO 81321 (the "Property") operates as the common clubhouse for the Southern Bluffs Subdivision. While the HOA has not yet identified a specific use or renter, they are hoping to obtain the use permit before advertising the Property for rent.

The Property is bounded on the north, east and south by residential properties located in the Southern Bluffs Subdivision, all zoned MH Residential Manufactured Home District. To the west is vacant property, also zoned MH.

## **DEVELOPMENT STANDARDS**

The Property is already built out with a clubhouse and the proposal is to allow a portion of the existing clubhouse to be rented by a business unaffiliated with the HOA. Business and Professional offices are considered Conditional Uses in the MH zone. Business and Professional offices are defined in the Land Use Code as:

"Office, Business or Professional. "Business or professional office" means a use where business, professional, or governmental services are made available to the public, including:

- (1) business office—an office for use by persons such as Realtors, travel, advertising or insurance agents and property managers providing both products and services, or the home office of a company that sells retail or wholesale products or provides professional services;
- (2) professional office—an office for use by persons such as lawyers, architects, engineers,

accountants, physicians, dentists and other professionals who primarily provide services rather than products.”

Although it would be more typical for the Conditional Use Permit to be applied for once an actual business had been identified, the HOA believes that it would be better to have the permit in place before it advertises the Property for rent. Any business that meets the definition above would be able to rent the Property if the permit is approved.

## **ISSUES**

A conditional use is a use that may be permitted subject to conditions imposed upon the approval of the use that are designed to reasonably mitigate any adverse impacts upon surrounding properties. Both the planning commission and the city council shall use the following criteria in reviewing conditional use permit requests. It is specifically understood that certain criteria listed below may not apply to a particular application. The applicant shall adequately demonstrate that the applicable criteria have been met:

- (1) The proposed conditional use is compatible with adjacent existing uses and other allowed uses in the zoning district. Such compatibility shall be expressed in terms of appearance, architectural scale and features, site design and scope, landscaping, as well as the control of adverse impacts including noise, vibration, smoke, fumes, gas dust, odor, lighting, glare, traffic circulation, parking, or other undesirable or hazardous conditions.
- (2) The proposed conditional use has incorporated design features sufficient to protect adjacent uses including but not limited to: service areas, pedestrian and vehicular circulation, safety provisions, access ways to and from the site, buffering, fencing and site building placement.
- (3) All proposed accessory uses must demonstrate that they are necessary and desirable. All proposed accessory uses shall comply with the requirements of subsections(f)(1) and (2) of this section. Undesirable impacts created by these uses shall be controlled or eliminated.
- (4) Adequate public services (such as: streets, off-street parking, pedestrian facilities, water, sewer, gas, electricity, police and fire protection) must be available without the reduction of services to other existing uses.
- (5) Provisions for proper maintenance of the building, parking and loading areas, drives, lighting, signs, landscaping, etc. shall be provided.
- (6) The proposed conditional use shall conform to adopted plans, hours of operation, polices and requirements for parking and loading, signs, highway access, and all other applicable regulations of this code and other applicable regulations.

## **DISCUSSION**

The proposal is to provide space inside the existing clubhouse for a yet undetermined business or professional use meeting the definition of business or professional office contained in the Land Use Code. The rental would allow the HOA to offset some fixed costs of the structure such as utilities and maintenance, thereby keeping HOA dues more affordable for homeowners. No external changes to the existing structure would be required, except perhaps signage, which would be required to meet both HOA requirements and the City Sign Code. Any internal building alterations would require building permits. There are currently 12+ parking spaces provided with additional on-street parking when events occur at the clubhouse. Although the exact square footage that would be leased to a business are unknown at this time, it appears that adequate parking already exists on site.

## AGENCY REVIEW

### GIS (Doug Roth)

No issues. Please make sure 801 address number is posted and clearly visible from Bluffs Blvd. side of the portico.

### Cortez Sanitation District (Jim Webb)

The sanitation district has no issues with this proposal unless There will be a kitchen that will be preparing food and then of course we would be requiring a grease interceptor.

### City Engineer (Kevin Kissler)

As long as the fire suppression and egress can be confirmed to be compliant to the level they are stating I don't see any issues with the office space.

I would ask them to include an overall site plan that shows they will have sufficient parking for the use they are proposing.

## ALTERNATIVES

1. The City Council can approve the conditional use permit for the Property located at 801 Bluffs Boulevard, zoned MH as submitted by the Southern Bluffs HOA;
2. The City Council can deny the application for the conditional use permit and state its reasons;
3. The City Council can ask for more information and continue the hearing on the application to a date certain; or
4. The City Council can approve the conditional use permit and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

## PLANNING COMMISSION RECOMMENDATION

At their meeting of January 16, 2024 the Planning Commission unanimously approved Resolution No. 1, Series 2024, recommending approval of the Conditional Use Permit with the 3 conditions below.

## STAFF RECOMMENDATION

Staff recommends Alternative “4” above, that the City Council approve Resolution No. 4, Series 2024, a resolution approving the conditional use permit with conditions as stated below. If the City Council chooses to follow the recommendation of Staff and the Planning & Zoning Commission, a possible motion would be: **I move that the Cortez City Council approve Resolution No. 4, Series 2024, a resolution approving a conditional use permit for a business or professional office to be located on property located at 801 Bluffs Blvd., in the Manufactured Housing District (MH) zone, as submitted by the Southern Bluffs HOA, with the three conditions of approval contained in the Resolution:**

## CONDITIONS OF APPROVAL

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all improvements shall comply with the minimum requirements of the building code.

2. Operation of any business shall be limited to businesses that meet the definition of a “business or professional office” as defined in the Land Use Code in effect at the time.
3. Prior to initiation of any business, a site plan shall be submitted to the City indicating any proposed signage and required parking. Parking and signage must comply with the Land Use and Development Code in effect at the time.

**CITY OF CORTEZ**  
**RESOLUTION NO. 04, SERIES 2024**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A PARCEL  
LOCATED AT 801 BLUFFS BOULEVARD, CORTEZ, COLORADO, ZONED MH,  
RESIDENTIAL MANUFACTURED HOME DISTRICT**

WHEREAS, the owner/applicant, the Southern Bluffs Owner's Association (the "Owner/applicant"), has applied for review of a Conditional Use Permit for a business or professional office to be located in the existing clubhouse facility located at 801 Bluffs Boulevard, Cortez, Colorado, and more particularly described as (the "Property"):

*Club House Tract, Southern Bluffs Subdivision, according to the amended plat file for record on December 21, 2004 in book 15 at page 130, also known as 801 Bluffs Blvd, Cortez, Colorado*

WHEREAS, the Owner/applicant presented a request and necessary submittal items for review of the application by the City Planning and Zoning Commission at a regular meeting held on January 16, 2024; and

WHEREAS, Section 6.10 of the Cortez Land Use Code, Conditional Use Permits, indicates that the owner or developer of a property may request a conditional use permit for development of said property; and

WHEREAS, the Planning and Zoning Commission reviewed the request for a Conditional Use Permit and is recommending approval of the request on the Property, as evidenced in the adoption of this P&Z Resolution No. 1, Series 2024; and

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

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

THAT, this Resolution No. 4, Series 2024, establishes the conditions of approval for a Conditional Use Permit on the Property; and

THAT, the Conditional Use Permit for the Property is hereby approved, subject to the following conditions to ensure compliance with the standards in the Cortez Land Use Code for a conditional use permit:



1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all improvements shall comply with the minimum requirements of the building code.
2. Operation of any business shall be limited to businesses that meet the definition of a “business or professional office” as defined the in the Land Use Code in effect at the time.
3. Prior to initiation of any business, a site plan shall be submitted to the City indicating any proposed signage and required parking. Parking and signage must comply with the Land Use and Development Code in effect at the time.

MOVED, SECONDED, AND ADOPTED THIS 13th DAY OF FEBRUARY, 2024

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Arlina Yazzie, Mayor Pro-tem

ATTEST:

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Linda L. Smith, City Clerk

**CITY OF CORTEZ  
PLANNING AND ZONING COMMISSION  
RESOLUTION NO. 1, SERIES 2024**

**A Resolution Recommending Approval of a Conditional Use Permit for a parcel located at  
801 Bluffs Boulevard, Cortez, Colorado, zoned MH, Residential Manufactured Home  
District**

WHEREAS, the owner/applicant, the Southern Bluffs Owner's Association (the "Owner/applicant"), has applied for review of a Conditional Use Permit for a business or professional office to be located in the existing clubhouse facility located at 801 Bluffs Boulevard, Cortez, Colorado, and more particularly described as (the "Property"):

*Club House Tract, Southern Bluffs Subdivision, according to the amended plat file for record on December 21, 2004 in book 15 at page 130, also known as 801 Bluffs Blvd, Cortez, Colorado*

WHEREAS, the Owner/applicant presented a request and necessary submittal items for review of the application by the City Planning and Zoning Commission at a regular meeting held on January 16, 2024; and

WHEREAS, Section 6.10 of the Cortez Land Use Code, Conditional Use Permits, indicates that the owner or developer of a property may request a conditional use permit for development of said property; and

WHEREAS, the Planning and Zoning Commission reviewed the request for a Conditional Use Permit and is recommending approval of the request on the Property, as evidenced in the adoption of this P&Z Resolution No. 1, Series 2024; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission is recommending that the City Council approve the requested Conditional Use Permit; and

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

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

THAT, this P&Z Resolution No. 1, Series 2024, establishes the conditions of approval for a Conditional Use Permit on the Property; and

THAT, the Conditional Use Permit for the Property is hereby recommended to City Council for approval, subject to the following conditions to ensure compliance with the standards in the Cortez Land Use Code for a conditional use permit:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all improvements shall comply with the minimum requirements of the building code.
2. Operation of any business shall be limited to businesses that meet the definition of a "business or professional office" as defined the in the Land Use Code in effect at the time.
3. Prior to initiation of any business, a site plan shall be submitted to the City indicating any proposed signage and required parking. Parking and signage must comply with the Land Use and Development Code in effect at the time.

MOVED, SECONDED, AND ADOPTED THIS 16th DAY OF JANUARY, 2024

PLANNING AND ZONING COMMISSION



Robert Rime, Chairman

ATTEST:

  
Cheryl Lindquist, Deputy City Clerk

**CONDITIONAL USE PERMIT APPLICATION WORKSHEET**  
**(Land Use Code Section 6.10)**

Nov 28, 2023  
Date

APPLICANT: Southern Bluffs HOA  
MAILING ADDRESS: 801 Bluffs Blvd Cortez CO 81321  
PHONE/FAX: 970-394-4494 - EJ White Treasurer  
PROPERTY FOR: SB Clubhouse  
PROPERTY ADDRESS: 801 Bluffs Blvd Cortez CO 81321

**Submittal Requirements:**

- Letter of petition requesting conditional use permit
- Title certificate from 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

**The Petition Shall Show or be Accompanied By:**

- Street address and legal description of the property
- Any and all plans, information, operating data and expert evaluation necessary to clearly explain the location, function & characteristics of any building or proposed use
- Filing fee \$ 300.00 # 1745
- ~~List of names with addresses of property owners within 300 feet of affected property~~

**Notification Requirements**

- Public hearing notice to paper 15 days prior to **P&Z Meeting** on \_\_\_\_\_
- Notice to landowners 15 days prior to the **P&Z Meeting**
- Memo to **P&Z** with copies of all of the above
- PH notice to paper 15 days prior to **Council Meeting** on \_\_\_\_\_
- Memo to **Council** with P&Z recommendations
- Letter to applicant with copy of Council minutes informing them of decision AND Conditional Use Permit Form, signed by the City Manager, for applicant's signature and SASE to return original to us.

## Conditional Use Permit Request

Southern Bluffs HOA  
801 Bluffs Blvd.  
Cortez, CO 81321

City of Cortez  
123 Roger Smith Avenue  
Cortez, CO 81321

November 28, 2023

To Whom It May Concern:

The Southern Bluffs Homeowners Association is requesting a Conditional Use Permit for the clubhouse located within the subdivision at 801 Bluffs Blvd. We are requesting that this space be permitted for commercial office space leasing. The HOA will maintain the landscaping and service areas to all utilities. Lighting of the parking area and the parking lot will be provided to the renter by the HOA. This location has sufficient safety provisions, parking, and pedestrian access. The building is up to standard for fire safety requirements to occupy a maximum of 100 people.

The HOA Board will establish hours of operation and use that conforms to the HOA quiet hours standards currently in place. The proposed use of this space would have minimal impact on the subdivision and neighboring houses.

Thank you for your consideration.

Sincerely,  
Karen Sheek  
President  
[karensheek@gmail.com](mailto:karensheek@gmail.com)  
(970) 759-4533

PROPERTY REPORT

**NOTE: THIS REPORT CANNOT BE RELIED UPON AS ESTABLISHING OWNERSHIP. THIS REPORT IS ONLY INTENDED TO SHOW THE NAME(S) OF THE PERSON(S) PRESENTLY APPEARING TO CLAIM OWNERSHIP AND ANY ENCUMBRANCES OF RECORD. THIS REPORT SHOULD NOT BE CONSTRUED AS A TITLE OPINION, LIABILITY OF THE COMPANY UNDER THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR SAME.**

To: **THE CITY OF CORTEZ**

Report No.: 015

Property Address: **801 BLUFFS BLVD CORTEZ, CO 81321**

Tax ID No.: **5611-351-19-307**

Effective Date: **NOVEMBER 21, 2023**

R014201

1. The purported owner to the estate in said land is at the date hereof vested in:

**SOUTHERN BLUFFS OWNERS ASSOCIATION, A COLORADO NONPROFIT CORPORATION**

2. The encumbrance(s) (voluntary) and judgment(s)/lien(s) (involuntary) if any, to which said land is subject:

**NONE**

3. The Exceptions to which said land is subject:

**See attached Exhibit A**

4. Legal Description: Montezuma County

**Club House Tract, SOUTHERN BLUFFS SUBDIVISION, according to the amended plat thereof filed for record December 21, 2004 in Book 15 at Page 130.**

Thank you for your business,

COLORADO TITLE & CLOSING SERVICES, LLC

KELLEY J. ARNOLD

# MONTEZUMA COUNTY TREASURER

## CERTIFICATE OF TAXES DUE

Account Number R014201

Certificate Number 23499

Parcel 561135119307

Order Number

Assessed To

Vendor ID Counter

SOUTHERN BLUFFS OWNERS ASSN.  
801 BLUFF BLVD  
CORTEZ, CO 81321

**Legal Description**

**Situs Address**

Subdivision: SOUTHERN BLUFFS SUB, 2ND AMD Tract: A CLUB HOUSE PHASE I 1.39AC B727 801 BLUFFS BLVD CORTEZ  
P867 R/465237 R/466234 P/13-96 & R/473790

Year	Tax	Interest	Fees	Payments	Balance
<b>Grand Total Due as of 11/28/2023</b>					<b>\$0.00</b>

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates:  
Personal property and Mobile homes - September 1st, Real property - September 1.

**TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

*Ellen Black*



TREASURER, MONTEZUMA COUNTY, Ellen Black.

140 W Main Street, Suite 2

Cortez, CO 81321

EXHIBIT A - EXCEPTIONS

Easement as described in instrument from A.F. Hopper to the Town of Cortez recorded March 17, 1942 in Book 111 at page 347 and described in Survey by Maness and Associates, Inc., recorded November 6, 1996 in Book 736 at Page 628.

All oil, gas and other minerals as reserved by Jeanne Wright, Elizabeth Dunlap, Andrew William Hopper, Margaret Ruth Knoblock and Marion Jarvis in Deed to Madeline E. Hopper, recorded July 4, 1949 in Book 137 at Page 179, and any and all assignments thereof or interests therein.

Easement as described in instrument from Marion L. Jarvis, Jeanne Wright, Margaret Ruth Knoblock, Carol Lynn Claycomb, Wesley William Dunlap, Carolyn Jeanne Brown, Andrea Kay Wright, Patrick William Hopper and Michael Andrew Hopper to the Cortez Sanitation District recorded July 2, 1980 in Book 515 at Page 281.

All easements, plat notes and notices, building setbacks, restrictions and general dedications pertaining to subject property as set forth on the plat of Southern Bluffs Subdivision filed for record October 20, 1997 in Book 13 at Page 96, amended plat recorded December 20, 2000 in Book 14 at Page 79 and amended December 21, 2004 in Book 15 at Page 130, and any appurtenances thereto.

Terms, agreements, provisions, conditions and obligations as contained in Agreement, between Pinon Investments, LLC and The City of Cortez, dated November 7, 2000, recorded January 12, 2001 as Reception No. 492947.

Terms, agreements, provisions, conditions, obligations and easements as contained in Agreements, between Pinon Investments, LLC and Cortez Sanitation District, dated June 7, 2001, recorded June 19, 2001 as Reception No. 496362 and recorded May 24, 2004 as Reception No. 522741.

Terms, agreements, provisions, conditions and obligations as contained in Agreement, between Pinon Investments, LLC and Empire Electric Association, Inc., dated October 18, 2002, recorded December 17, 2002 as Reception No. 509260 and as Reception No. 509261.

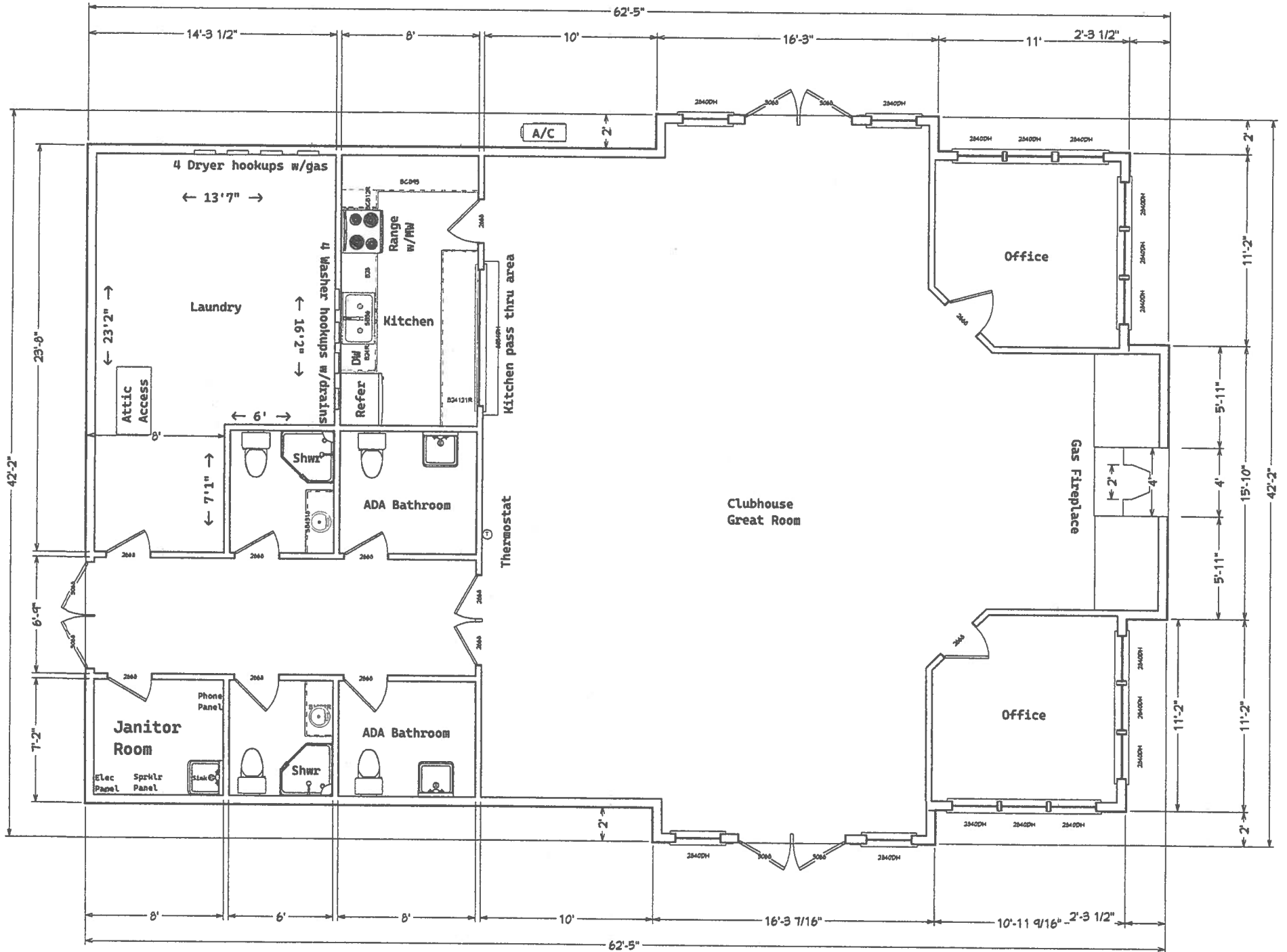
Covenants and restrictions as contained in Protective Covenants, recorded June 12, 2006 as Reception No. 541005 and amended April 14, 2010 as Reception No. 570232, and any and all amendments and supplements thereto but omitting restrictions, if any, based on race, color, creed, national origin, religion, sex, handicap or familial status unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Easement, and the terms, agreements, provisions, conditions, and obligations as contained therein as set forth in instrument recorded July 26, 2023 as Reception No. 651863.



**Clubhouse - Not all dimensions are exact**  
 Furnace and water heater are located in the attic area

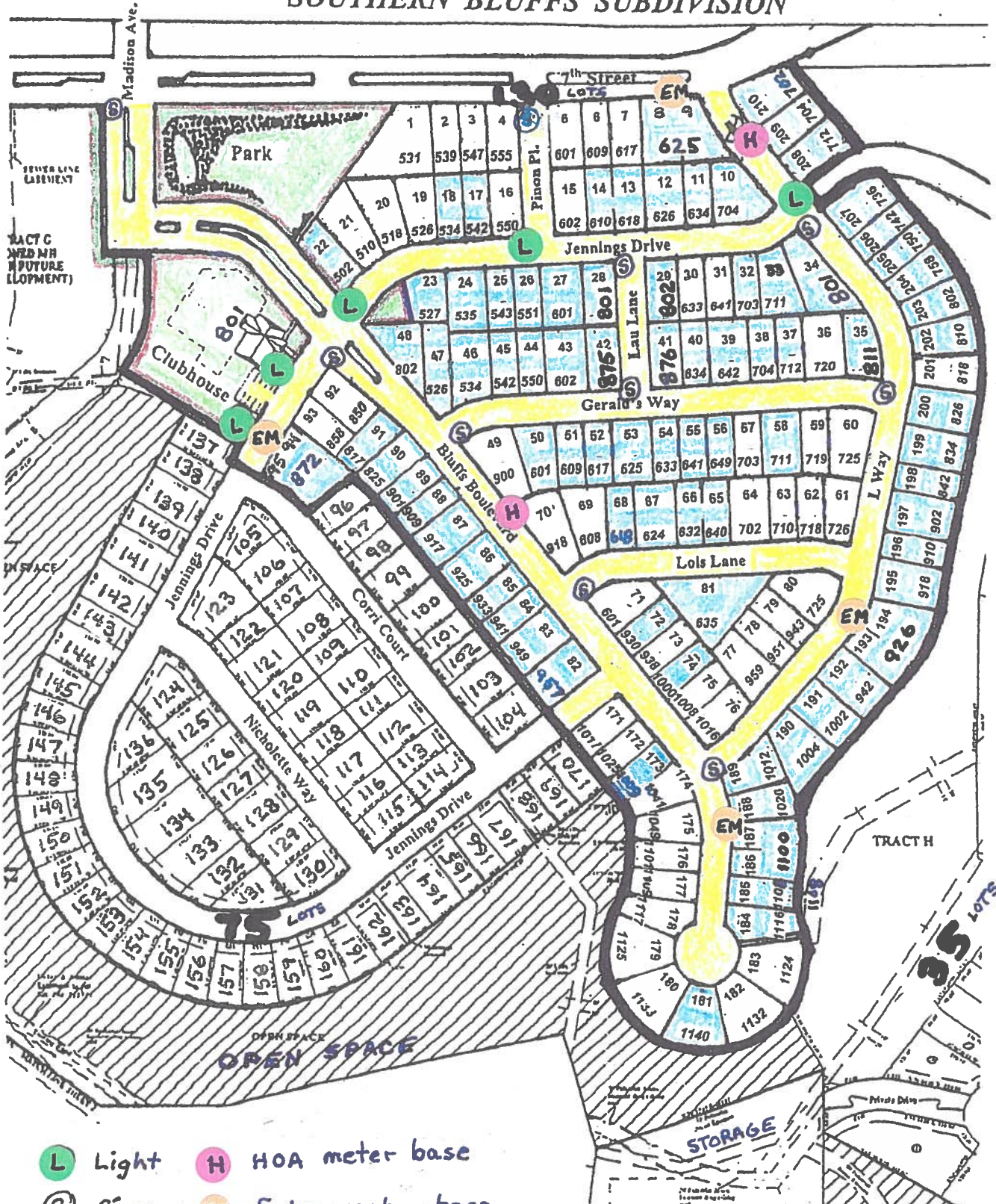
Future expansion area per blueprint



130 Lots in developed area

75 Proposed lots West SB  
35 Proposed lots East SB

### SOUTHERN BLUFFS SUBDIVISION



- L Light
- H HOA meter base
- S Sign
- EM Extra meter base
- ● HOA streets & common area
- Homes installed



# Untitled Map

Write a description for your map.

## Legend

-  801 Bluffs Blvd
  -  Best Western Turquoise Inn & Suites
  -  Notah Dineh Trading
- CITY MARKET**





# Amended Plat of Lots 171 and 172

## Southern Bluffs Subdivision, Second Amended

NE/4 SECTION 35, T.36 N., R.16 W., NMPM, MONTEZUMA COUNTY, CO

### CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that Rodney C. Case and Debbie L. Case are the owners of a portion of property in the City of Cortez, Montezuma County, Colorado, being more particularly described as follows:

Lots 171 and 172, Southern Bluffs Subdivision, Second Amended, contained in the NE/4 of Section 35, T.36 N., R.16 W., NMPM, Montezuma County, Colorado, Containing 13,259 sq. ft./0.30 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 171 and 172, SOUTHERN BLUFFS SUBDIVISION, SECOND AMENDED. 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. Also, a perpetual easement for the installation and maintenance of utilities and drainage facilities is reserved and dedicated to the public utilities over and through the private roads and streets within this subdivision, and according to the easements as shown on this plat, 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 owners:

Rodney C. Case \_\_\_\_\_ Debbie L. Case \_\_\_\_\_

The foregoing dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Rodney C. Case and Debbie L. Case.

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 \_\_\_\_\_, \_\_\_\_\_.

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 owners, Rodney C. Case and Debbie L. Case, 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.

PRELIMINARY

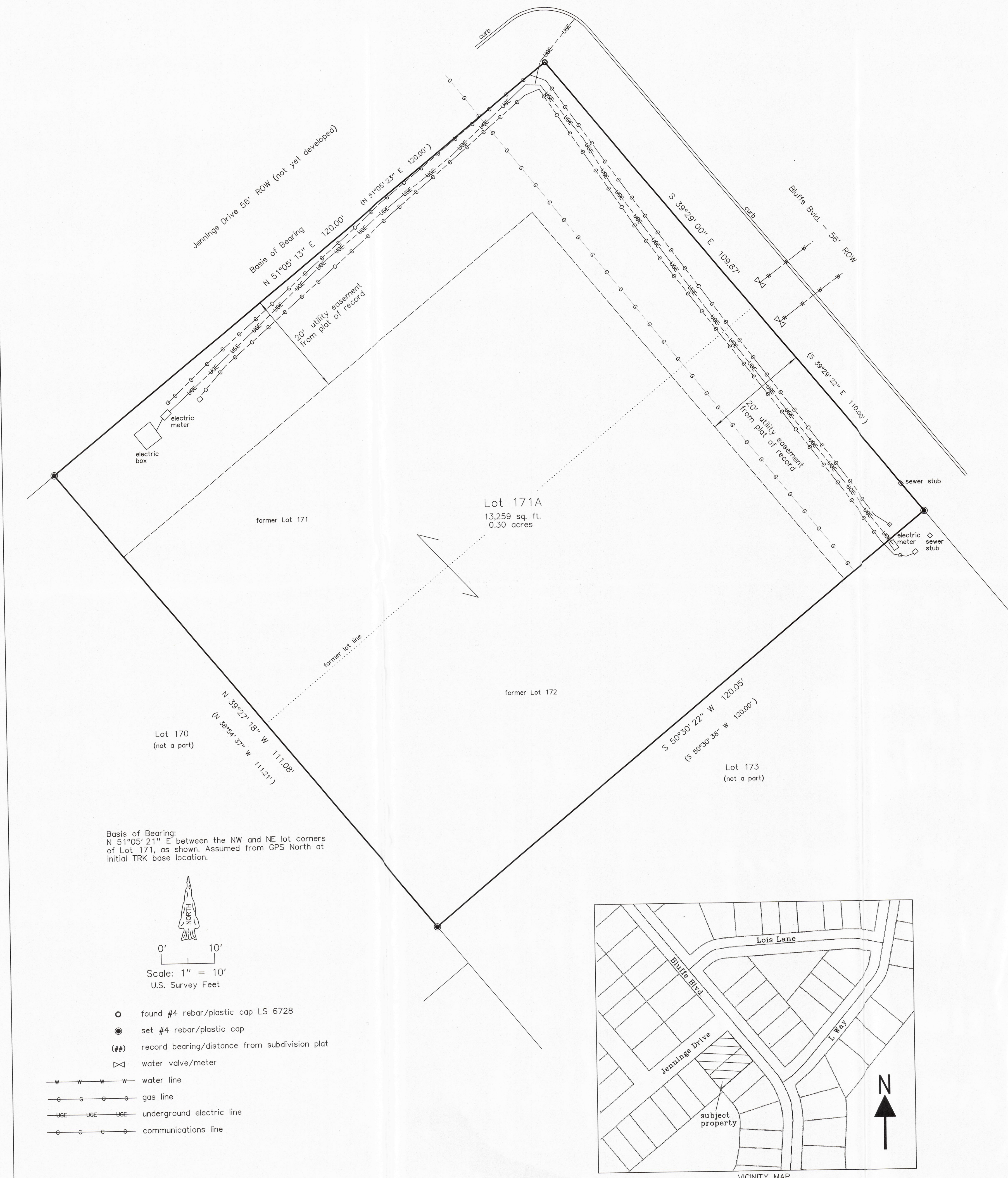
KNOW ALL MEN BY THESE PRESENTS, that I, GERALD G. HUDDLESTON, Colorado LS 17490, do hereby certify that this plat was prepared from field notes of an actual survey made by me or under my supervision and that the same is true and accurate to the best of my knowledge and belief. This plat is in accordance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

CASE

Amended Plat of Lots 171 and 172,  
Southern Bluffs Subdivision, 2nd Amended  
NE/4 Section 35,  
T.36 N., R.16 W., NMPM  
Montezuma County, Colorado

17 February, 2022

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







CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

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

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** DONNA MURPHY, DEPUTY CITY CLERK

**Date:** 01/30/2024

**RE:** New Tavern Liquor License for Cortez Conference Center, LLC.

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### DISCUSSION

In considering an application for a new liquor license, Council is directed by state statute to determine the needs of the neighborhood, the desires of the residents of the neighborhood, and to verify that the applicant is of good character. Fingerprints for Kurt and Joanne Langmacher were sent to CBI and individual history records have been completed and are on file in the City Clerk's office.

Chief of Police Vern Knuckles will be present at the meeting to deliver the report from the Police Department. A copy has been attached for your review. A sign was posted on the premises and a public hearing notice was published according to regulations. Copies of the petitions circulated by the Police Department have also been included in the packet.

### BACKGROUND

The application referred to above was filed in the office of the City Clerk on January 3, 2024. The application appears to be complete. Cortez Conference Center, LLC., DBA Destination Grill is located at 2121 East Main Street, Cortez.

### RECOMMENDATION

Staff recommends that after considering the reasonable requirements of the neighborhood, the desires of the adult inhabitants, the necessity of any restrictions on the license, the good moral character of the applicant, and compliance with all the provisions of C.R.S. §§ 44-3-301(2)(a) and 44-3-312(2)(a), that City Council approve a new Tavern Liquor License for Cortez Conference Center, LLC., DBA Destination Grill, located at 2121 East Main Street, Cortez.

### MOTION

If the City Council is in agreement with the Staff's recommendation, a possible motion would be:

I move that after considering the reasonable requirements of the neighborhood, the desires of the adult inhabitants, the necessity of any restrictions on the license, the good moral character of the applicants, and compliance with all the provisions of C.R.S. §§ 44-3-301(2)(a) and 44-3-312(2)(a), City Council approve a new Tavern Liquor License for Cortez Conference Center, LLC., DBA Destination Grill, located at 2121 East Main Street, Cortez.

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### Attachments

Application/ Applicant Petitions  
Police Report and Petitions  
Public Notice

# Colorado Liquor Retail License Application

\* Note that the Division will not accept cash  Paid by check  Paid online

Uploaded to  Date   
 MoveIt on

New License  New-Concurrent  Transfer of Ownership  State Property Only  Master file

• All answers must be printed in black ink or typewritten  
 • Applicant must check the appropriate box(es)  
 • Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number  
93-4854084

2a. Trade Name of Establishment (DBA) State Sales Tax Number  
96004048  
Business Telephone

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
 2121 East Main Street

City Cortez County Montezuma State CO ZIP Code 81321

4. Mailing Address (Number and Street) City or Town  
 2121 East Main Street Cortez State CO ZIP Code 81321

5. Email Address  
 destinationgrillcortez@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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<b>Section A Nonrefundable Application Fees*</b>	<b>Section B (Cont.) Liquor License Fees*</b>
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Application Fee for New License ..... \$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review ..... \$1,200.00 <input type="checkbox"/> Application Fee for Transfer ..... \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) ..... \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) ..... \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) ..... \$500.00 <input type="checkbox"/> Manager Registration - H & R ..... \$30.00 <input type="checkbox"/> Manager Registration - Tavern ..... \$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment ..... \$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex ..... \$30.00 <input type="checkbox"/> Optional Premises License (City) ..... \$500.00 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00 <input type="checkbox"/> Racetrack License (City) ..... \$500.00 <input type="checkbox"/> Racetrack License (County) ..... \$500.00 <input type="checkbox"/> Resort Complex License (City) ..... \$500.00 <input type="checkbox"/> Resort Complex License (County) ..... \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) ..... \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) ..... \$312.50 <input type="checkbox"/> Retail Liquor Store (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store (County) ..... \$312.50 <input checked="" type="checkbox"/> Tavern License (City) ..... \$500.00 <input type="checkbox"/> Tavern License (County) ..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00
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**Section B Liquor License Fees\***

<input type="checkbox"/> Add Optional Premises to H & R ..... \$100.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____ <input type="checkbox"/> Add Sidewalk Service Area ..... \$75.00 <input type="checkbox"/> Arts License (City) ..... \$308.75 <input type="checkbox"/> Arts License (County) ..... \$308.75 <input type="checkbox"/> Beer and Wine License (City) ..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) ..... \$436.25 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00 <input type="checkbox"/> Brew Pub License (County) ..... \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) ..... \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) ..... \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) ..... \$500.00 <input type="checkbox"/> Club License (City) ..... \$308.75 <input type="checkbox"/> Club License (County) ..... \$308.75 <input type="checkbox"/> Distillery Pub License (City) ..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) ..... \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) ..... \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) ..... \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) ..... \$227.50	<input type="checkbox"/> Liquor-Licensed Drugstore (County) ..... \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) ..... \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) ..... \$500.00 <input type="checkbox"/> Manager Registration - H & R ..... \$30.00 <input type="checkbox"/> Manager Registration - Tavern ..... \$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment ..... \$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex ..... \$30.00 <input type="checkbox"/> Optional Premises License (City) ..... \$500.00 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00 <input type="checkbox"/> Racetrack License (City) ..... \$500.00 <input type="checkbox"/> Racetrack License (County) ..... \$500.00 <input type="checkbox"/> Resort Complex License (City) ..... \$500.00 <input type="checkbox"/> Resort Complex License (County) ..... \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) ..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) ..... \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) ..... \$312.50 <input type="checkbox"/> Retail Liquor Store (City) ..... \$227.50 <input type="checkbox"/> Retail Liquor Store (County) ..... \$312.50 <input checked="" type="checkbox"/> Tavern License (City) ..... \$500.00 <input type="checkbox"/> Tavern License (County) ..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00
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**Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

**Do not write in this space - For Department of Revenue use only**

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with Identogo. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>Identogo</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b> <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$30.00 fee <input type="checkbox"/> B. If owner is managing, no fee required

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance?		<input type="checkbox"/> <input type="checkbox"/>		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership, lease or other arrangement?</b>		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease.				
Landlord	Tenant	Expires		
Ganeshay Mesa LLC	Cortez Conference Center, LLC	12/31/2025		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				



Name	Type of License	Account Number		
<b>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</b> <b>a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input checked="" type="checkbox"/></b> <b>If "yes" a copy of license must be attached.</b>				
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
<b>a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>c. How long has the club been incorporated?</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b> <b>a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)</b>				
<b>22. Campus Liquor Complex applicants answer the following:</b> <b>a. Is the applicant an institution of higher education?</b>				
		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>b. Is the applicant a person who contracts with the institution of higher education to provide food services?</b> <b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>23. For all on-premises applicants.</b> <b>a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.</b>				
Last Name of Manager		First Name of Manager		
Langmacher		Joanne		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
<b>a. Is the related facility located within the boundaries of the Campus Liquor Complex?</b> If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>b. Designated Manager for Related Facility- Campus Liquor Complex</b>				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b>				
<b>a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all <b>Officers, Directors, General Partners, and Managing Members</b>. In addition, applicant must list any stockholders, partners, or members with <b>ownership of 10% or more in the applicant</b>. <b>All persons listed below</b> must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name	Home Address, City & State	DOB	Position	%Owned
Joanne Langmacher			Managing Member	51
Name	Home Address, City & State	DOB	Position	%Owned
Kurt Langmacher			Managing Member	49
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number	
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.  ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)  ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:  <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>			
<b>Oath Of Applicant</b>			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>[Signature]</i>	Printed Name and Title <i>Kurt Langmacker Managing Member</i>	Date <i>1/19/2023</i>	
<b>Report and Approval of Local Licensing Authority (City/County)</b>			
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
<b>For Transfer Applications Only - Is the license being transferred valid?</b> <span style="float:right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span>			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: <input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority <div style="float:right; margin-top: 10px;"><i>Public Hearing Set 2/13/2024</i></div>			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? <span style="float:right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? <span style="float:right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? <span style="float:right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span>			
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>			
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature	Print	Title	Date

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**PETITION IN FAVOR OF**  
granting a  
**NEW**  
**TAVERN LIQUOR LICENSE**

TO Cortez Conference Center LLC, DBA Destination Grill

ADDRESS 2121 East Main Street, Cortez, Colorado

NEIGHBORHOOD SET BY COUNCIL CITY LIMITS, CITY OF CORTEZ

PUBLIC HEARING ON THIS APPLICATION WILL BE HELD ON **Tuesday, February 13, 2024**  
AT 7:30 P. M. IN CITY COUNCIL CHAMBERS, 123 ROGER SMITH AVE., CORTEZ, COLORADO.  
PLEASE READ THE FOLLOWING INSTRUCTIONS BEFORE SIGNING THIS PETITION.

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READ CAREFULLY: I, the undersigned, declare, under penalty of perjury, that I am at least 21 years of age; that I am a resident of the neighborhood, or an owner or manager of a business in the neighborhood, as set by Council; and that I am in favor of granting a new Tavern Liquor License to the above named applicant at the address stated.

PRINTED NAME	SIGNATURE	STREET ADDRESS ONLY
1. Anne Palmer	<i>[Signature]</i>	2200 Main St Cortez Co
2. Heather Barrett	<i>[Signature]</i>	2232 E Main Co Ar Co
3. Patricia Patterson	<i>[Signature]</i>	1505 Rolling Rd Cortez
4. J. Donison	<i>[Signature]</i>	2284 E Main unit A
5. Kristie Miller	<i>[Signature]</i>	2020 E Main St
6. David Boxy	<i>[Signature]</i>	2020 E Main
7. David To	<i>[Signature]</i>	1850 E Main St
8. Mandi Skime	<i>[Signature]</i>	1850 E Main St #2
9. Geoffrey Rogers	<i>[Signature]</i>	1740 E Main St #6
10. Mariah Ragland	<i>[Signature]</i>	905 Brookside Dr
11. Kenneth Casen	<i>[Signature]</i>	18 E 13th St
12. CLAUDIA McNAIR	<i>[Signature]</i>	2718 Golf Course Dr. Cortez
13. Lynda McKnight	<i>[Signature]</i>	301 E Main Cortez CO 81301
14. Paul Billiet	<i>[Signature]</i>	6819 Hwy 60-491 Cortez
15. Brian Mason	<i>[Signature]</i>	508 E. Main ST Cortez

**OATH OF CIRCULATOR**

I, Joanne Szynmacher declare under penalty of perjury that I was the circulator of the foregoing petition; that I am at least 21 years of age; that I reside at 27726 Road H.8 Cortez Co 81321; and that I witnessed each signature written above.

*[Signature]*  
SIGNATURE

1-22-24  
DATE

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PRINTED NAME	SIGNATURE	STREET ADDRESS ONLY
1. Donna Murphy	<i>Donna Murphy</i>	1602 Tucker Ct. Cortez
2. Christine Melnikowski	<i>Christine Melnikowski</i>	71 W. Main St Cortez CO 81303
3. Stormy Cordara	<i>Stormy Cordara</i>	439 E. Main Cortez Co. 81302
4. Alan Klein	<i>Alan Klein</i>	206 Lakeside Drive
5. Tanaya Sam	<i>Tanaya Sam</i>	2021 E main st
6. Robert Lund	<i>Robert Lund</i>	224 S. market
7. Jennifer Heath	<i>Jennifer Heath</i>	1423 E. main White Cortez
8. Mary Mamrogski	<i>Mary Mamrogski</i>	1403 E. Main St Cortez
9. Latrisha Hatch	<i>Latrisha Hatch</i>	2121 E main st Cortez CO
10. James Christensen	<i>James Christensen</i>	2244 Hawkman Lane
11. Ryan Maloy	<i>Ryan Maloy</i>	2204 E Main St
12. James McCouren	<i>James McCouren</i>	2204 E Main St
13. <del>James P. Wilso</del>	<i>James P. Wilso</i>	2212 E. main st Cortez
14. Crystal Carden	<i>Crystal Carden</i>	2224 E. Main St. Cortez
15. Nancy Burgio	<i>Nancy Burgio</i>	914 Brookside Dr Cortez

OATH OF CIRCULATOR

I, Joanne Carl Hennemacher declare under penalty of perjury that I was the circulator of the foregoing petition; that I am at least 21 years of age; that I reside at 27726 Road H B Cortez Co 81321; and that I witnessed each signature written above.

*Joanne Carl Hennemacher*  
SIGNATURE

1-8-24  
DATE

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PRINTED NAME	SIGNATURE	STREET ADDRESS ONLY
1. Julia Liska	<i>Julia Liska</i>	335 N Ash St
2. JESS LISKA	<i>Jess Liska</i>	335 N Ash St
3. James McCabe	<i>James McCabe</i>	1312 N. Midland Rd #8
4. Cannon Sparks	<i>Cannon Sparks</i>	132 W 2nd St
5. Levi Robison	<i>Levi Robison</i>	11678 RD 22 Cortez, CO
6. Kevin McAlpin	<i>Kevin McAlpin</i>	1102 Jackson
7. Cindy Durall	<i>Cindy Durall</i>	2012 S. Broadway
8. Kerri Beattie	<i>Kerri Beattie</i>	23 Texas Street
9. Matthew Johnson	<i>Matthew Johnson</i>	635 Alameda Dr
10. Lyza Busing	<i>Lyza Busing</i>	635 Alameda Dr
11. Caterina Curcio	<i>Caterina Curcio</i>	23 West 3rd Unit 3
12. RICH B. ALLEN JR.	<i>Rich Allen</i>	2805 TUNGER LN
13. Donald Allen	<i>Donald Allen</i>	2315 TUCKERLAND
14. Victor Longoria	<i>Victor Longoria</i>	5873 Rd 25
15. Jonathan Merrick	<i>Jonathan Merrick</i>	406 Henry St

OATH OF CIRCULATOR

I, Kimberly Hymen declare under penalty of perjury that I was the circulator of the foregoing petition; that I am at least 21 years of age; that I reside at 516 S Ash; and that I witnessed each signature written above.

*Kimberly Hymen*  
 SIGNATURE

1/9/24  
 DATE

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PRINTED NAME	SIGNATURE	STREET ADDRESS ONLY
1. Annabelle Pietsch	<i>Annabelle Pietsch</i>	21 West Andrew Lane
2. <del>Kristin</del> Kristin	<i>Kristin</i>	1927 SHADY LANE
3. Mark Martinez	<i>Mark Martinez</i>	611 South Usher Rd
4. Jacob Lindhorst	<i>Jacob Lindhorst</i>	16 W 10th St
5. Ben Harclerode	<i>Ben Harclerode</i>	200 W Henry St.
6. Logan Viggli	<i>Logan Viggli</i>	735 Canyon Dr
7. Gerardo Martinez	<i>Gerardo Martinez</i>	961 Livesay Dr.
8. Nree McClain	<i>Nree McClain</i>	780 Chestnut St
9. David Christian	<i>David Christian</i>	417 S Cedar St
10. Jeremy Yoder	<i>Jeremy Yoder</i>	11426 Hwy 145 Cortez
11. <del>Isaac</del> Isaac	<i>Isaac</i>	Cortez
12. Eduardo Martinez	<i>Eduardo Martinez</i>	434 W 3rd St. Cortez
13. Diane Carr	<i>Diane Carr</i>	295 Ash St. Cortez
14. Melissa Mathews	<i>Melissa Mathews</i>	603 N Chestnut Cortez
15. Julie Jacobsen	<i>Julie Jacobsen</i>	12413 RD 23.25 Loop Cortez

OATH OF CIRCULATOR

I, Kurt Langmacker declare under penalty of perjury that I was the circulator of the foregoing petition; that I am at least 21 years of age; that I reside at 27766 Road Hob Cortez, CO 81321; and that I witnessed each signature written above.

*Kurt Langmacker*  
SIGNATURE

1/22/24  
DATE

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CITY OF CORTEZ  
608 N. PARK STREET  
CORTEZ, CO 81321

January 9, 2024

TO: Cortez City Council

SUBJECT: Report concerning an investigation for a Tavern Liquor License to be granted to Cortez Conference Center LLC, DBA Destination Grill. The address is 2121 East Main Street, Cortez, Colorado 81321.

I, Vernon Knuckles, has been duly appointed and directed by the Cortez City Council, Montezuma County and the State of Colorado, to investigate the above applicant and to state the official position of the Cortez Police Department, do report the following:

1. Contacted the City of Cortez Planning and Zoning Office and spoke to Rachel Marchbanks. Rachel indicated that the zoning regulations do allow a Tavern Liquor License as a permitted use, according to the Schedule of Land Use Code (Sec. 3.05) (a).
2. Public Notice was given by the posting of a proper sign on January 3, 2024 on the property described in the application. A photo of the Public Notice is attached to this report. Required notices will be published in the Journal on January 31, 2024.
3. There is a business that has the same type of liquor license in the immediate area.
4. A poll of the surrounding neighborhoods and business within the neighborhood was taken to obtain an opinion on granting this liquor license as applied for by the applicant. All persons contacted were advised of the time and place of the public hearing and were asked, "Do you have an opinion on this liquor license being granted?"

The following are the results of the poll:

- A. 38 in favor of
  - B. 0 against
  - C. 5 no opinion
5. The location complies with Colorado Liquor Code Rules and Regulations. The location does not create any known public safety issues or endanger public health.
  6. A copy of the report was delivered to the applicant on January 9, 2024.

A handwritten signature in blue ink, appearing to read "V. Knuckles", written over a horizontal line.

Vernon Knuckles  
Chief of Police

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PETITION IN FAVOR OF  
granting a  
NEW  
TAVERN LIQUOR LICENSE

TO Cortez Conference Center LLC, DBA Destination Grill

ADDRESS 2121 East Main Street, Cortez, Colorado

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PRINTED NAME	SIGNATURE	STREET ADDRESS ONLY
1. John Sheek	<i>John Sheek</i>	1100 Bluffs Blvd
2. Donna Case	<i>Donna Case</i>	19 S. Madison
3. Danny W. Case	<i>Danny W. Case</i>	19 S. Madison Cortez
4. Diane Cherbak	<i>Diane Cherbak</i>	16350 Road 3513
5. Sherry Jensen	<i>Sherry Jensen</i>	24221 Road W
6. Jeff Abgar	<i>Jeff Abgar</i>	933 Livestock Dr.
7. Heather Mabley	<i>Heather Mabley</i>	933 Livestock Dr
8. Kami Knapp	<i>Kami Knapp</i>	918 Brookside Dr.
9. Mackenzie Randol	<i>Mackenzie Randol</i>	136 N Madison St
10. Chris Brooks	<i>Chris Brooks</i>	300 N Beech St.
11. Chase Wesley	<i>Chase Wesley</i>	1877 Center St
12. Sandra Mathis	<i>Sandra Mathis</i>	204 W. 2nd St.
13. Jordan Eddy	<i>Jordan Eddy</i>	1720 Alabridy Rd
14. David Scatter	<i>David Scatter</i>	1328 S. OAK
15. Mary Fuller	<i>Mary Fuller</i>	622 N Washington

OATH OF CIRCULATOR

I, Darren W. Lan declare under penalty of perjury that I was the circulator of the foregoing petition; that I am at least 21 years of age; that I reside at 608 N Park; and that I witnessed each signature written above.

*Darren W. Lan*  
SIGNATURE

1/04/24  
DATE

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granting a

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PRINTED NAME	SIGNATURE	STREET ADDRESS ONLY
1. Lena D Galloway	<i>Lena D Galloway</i>	750 SHAFTON DR
2. Centunya WSR	<i>Centunya WSR</i>	2218 E MAIN
3. Doug Parker	<i>Doug Parker</i>	2609 Golf Course Dr
4. Jessica Liker	<i>Jessica Liker</i>	2218 E MAIN CTRY
5. Lorena Monarco	<i>Lorena Monarco</i>	1110 Texas Cortez
6. West Allen	<i>West Allen</i>	2072 DENNY CT
7. Justin R. Hyl	<i>Justin R. Hyl</i>	1106 C. W. A DR
8. Lana Hurst	<i>Lana Hurst</i>	2423 EMMAST St 2
9. Merian Morris	<i>Merian Morris</i>	2828 TRINITY AVE
10. Jackson Tallmadge	<i>Jackson Tallmadge</i>	102 Lakeside Dr.
11. Diane Tallmadge	<i>Diane Tallmadge</i>	102 Lakeside Dr.
12. Luke Scheele	<i>Luke Scheele</i>	2009 E Coronado Ave
13. John Archibeque	<i>John Archibeque</i>	1877 HERMOSE
14. Erik Hansen	<i>Erik Hansen</i>	1870 HERMOSE St
15. WANDA KRINER	<i>Wanda Kriner</i>	20391 RD S Cortez

OATH OF CIRCULATOR

I, Darren W. Hyl declare under penalty of perjury that I was the circulator of the foregoing petition; that I am at least 21 years of age; that I reside at 608 N Park; and that I witnessed each signature written above.

*Darren W. Hyl*  
SIGNATURE

1/04/2024  
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PRINTED NAME	SIGNATURE	STREET ADDRESS ONLY
1. Jeff Yarbrough		960 Balsam St.
2. Tiffani Randall		34 East Main
3. Jackson Harrison		610 Texas St
4. Andi Broudy		501 S. Market St.
5. Kayla Koskie		1532 Arrowhead Ln
6. Gabriel Rogers		723 Canyon Dr.
7. Dax Koskie		1532 Arrowhead Ln
8. Kelly Cochner		511 E. 2nd St.
9.		
10.		
11.		
12.		
13.		
14.		
15.		

OATH OF CIRCULATOR

I, Parren Watan declare under penalty of perjury that I was the circulator of the foregoing petition; that I am at least 21 years of age; that I reside at 608 N Park; and that I witnessed each signature written above.

SIGNATURE

1/07/2024  
 DATE

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# BALLANTINE

## COMMUNICATIONS

Campaign No. 19453  
 Today's Date 24 Jan 2024  
 P.O. Number  
 Sales Rep Tamara Desrosiers

**This is a quote for approval, not an invoice. Advanced payments may be accepted.**

### bill-to

**City Of Cortez**  
 123 Roger Smith Ave  
 Cortez, CO 81321  
 Tel: 970 565-3402  
 Account No: 100398

### advertiser

**City Of Cortez**  
 123 Roger Smith Ave  
 Cortez, CO 81321  
 Tel: 970 565-3402  
 Account No: 100398

### campaign summary

Description Liquor License Cortez Conference Center - Donna Murphy  
 Start Date 1/31/2024  
 End Date 1/31/2024  
 Currency

### cost summary

Base Amount \$45.36  
 Adjustments \$0.00  
 Gross Amount \$45.36  
 Agency Commission \$0.00  
 Net Amount \$45.36  
 Estimated Tax \$0.00  
**Total \$45.36**

### Pre-Payment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card No.
--------------------	------------------	----------------------

No Pre-Payments on this order

### print lines

Line No.	Product	Description	Issue / Run Date	Quantity	Rate	Adjusted Rate	Amount
40304	The Journal	TJ Private Legal	1/31/2024	1	45.36	45.36	45.36

19453  
**PUBLIC NOTICE**  
 PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be held for the consideration of a Tavern Liquor License for Cortez Conference Center, LLC., DBA Destination Grill, located at 2121 East Main Street, Cortez, Colorado.

Line No.	Product	Description	Issue / Run Date	Quantity	Rate	Adjusted Rate	Amount
		<p>The public hearing will be held at 7:30 p.m., on Tuesday, February 13, 2024, in City Council Chambers at the Cortez City Municipal Building, 123 Roger Smith Avenue, Cortez, Colorado.</p> <p>Further information concerning this matter may be obtained by contacting the City Clerk at the address above or calling 564-4008.</p> <p>Published in The Journal January 31, 2024.</p>					

**digital lines**

Line No.	Product	Description	Start	End	Quantity	Rate	Amount
-- No Line Items --							

**other lines**

Line No.	Product	Description	Start	End	Quantity	Rate	Amount
-- No Line Items --							



# NOTICE

PURSUANT TO THE LIQUOR LAWS  
OF COLORADO

Cortez Conference Center, LLC

dba: Destination Grill

2121 East Main Street

Cortez, CO 81321

HAS REQUESTED THE LICENSING

OFFICIALS OF the City of Cortez

TO issue a new Tavern Liquor License

LICENSE AT: 2121 East Main St.

Cortez, CO 81321

**HEARING ON APPLICATION TO BE HELD AT:**

Cortez City Hall Council Chambers

123 Roger Smith Ave, Cortez CO 81321

TIME AND DATE: 7:30pm Tuesday Feb 13, 2024

DATE OF APPLICATION: December 19, 2023

BY ORDER OF: Cortez City Council

**OFFICERS:** Joanne Langmacher  
Kurt Langmacher

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

Liquor and Beer License Hearing Sign

\* INSERT "GRANT," "RENEW," OR "TRANSFER OWNERSHIP OF"

16A103 BUSINESS INK





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

**Brian Peckins**  
Director of Public Works  
110 West Progress Circle  
Cortez, CO. 81321  
bpeckins@cortezco.gov

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** BRIAN PECKINS, DIRECTOR OF PUBLIC WORKS

**Date:** January 31, 2024

**RE:** Highway Users Tax Fund (HUTF) Report for 2023

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### DISCUSSION

Each year, the GIS Coordinator puts together the City's Highway Users Tax Fund (HUTF) report. This mileage certification ensures that local governments report roadway updates to CDOT for funding purposes. The formula for distributions for municipalities is based on mileage of roads in the City, as well as the number of vehicles registered in the City.

### BACKGROUND

The HUTF was started in 1953 and distributes the .22 cents/gallon fuel tax, as well as faster vehicle registration fees to CDOT, counties, and municipalities for road maintenance. HUTF reporting helps CDOT keep up-to-date records on all publicly-maintained roadways in Colorado.

At HUTF reporting time, the GIS Coordinator also collects all street improvement project data from Public Works Staff for the prior year and enters it into the GIS. This allows Public Works to create reports outlining maintenance history on all City-maintained road segments.

### FISCAL IMPACT

In CY 2023 Cortez received \$294,376  
In CY 2022 Cortez received \$295,326  
In CY 2021 Cortez received \$307,570  
In CY 2020 Cortez received \$251,000

### RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign the 2023 Highway Users Tax Fund Report.

### MOTION

If the City Council agrees with the HUTF Report, a possible motion would be:

I move that City Council authorize the Mayor to sign the 2023 Highway Users Tax Fund Report.

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### Attachments

2023 Highway Users Tax Fund Report  
HUTF Formula for Roads



## **City of Cortez - Changes to HUTF Inventory for 2023 Reporting Year**

Prepared by Doug Roth, GIS Coordinator, January 23th, 2024

### **Added New Eligible Segments:**

**-none**

### **Changed Surface Type / Major Improvements in 2023:**

*Note: only centerline miles count for municipalities, not lane miles or surface type. These changes are done to make sure CDOT has an up to date inventory of the City Streets.*

#### Surface Type updates for 2023.

Jarrett Ave – seg 200 and 300 - .15 miles of new Asphalt Pavement (Maxwell Construction)

#### Reconstruction and Maintenance updates for 2023:

S Cedar St – seg 100 – .34 miles - 3" Asphalt over new base

Acoma St – seg 100 and 200 - .15 miles - 2023 FDR Double Chipseal

Cottonwood St – seg 200 - .08 miles - 2023 FDR Double Chipseal

Melrose St – seg 100 and 200- .15 miles - 2023 FDR Double Chipseal

Montelores Ave – seg 100 - .21 miles - 2023 FDR Double Chipseal

In addition, the City of Cortez installed 26 new concrete cost share improvement locations







# Colorado Department of Transportation Cortez Signature Sheet

FIPS Code : 17375

1/23/2024

- 15.820 miles of arterial streets
- 40.610 miles of local streets
- 56.430 total miles of H.U.T. eligible streets
- 0.260 miles of non H.U.T. eligible streets - Maintained by others
- 0 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2023

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Mayor \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

City Clerk \_\_\_\_\_ Date \_\_\_\_\_

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.











# Mileage Statistics & Totals for Cortez



## HUTF Eligible

CenterLine Miles		Lane Miles	
<b>Paved:</b>	<input type="text" value="55.190"/>	<b>Paved:</b>	<input type="text" value="110.680"/>
<b>Arterial:</b>	<input type="text" value="15.820"/>	<b>Arterial:</b>	<input type="text" value="31.940"/>
<b>Unpaved:</b>	<input type="text" value="1.240"/>	<b>Unpaved:</b>	<input type="text" value="2.480"/>
<b>Local:</b>	<input type="text" value="40.610"/>	<b>Local:</b>	<input type="text" value="81.220"/>
<b>Total eligible:</b>	<input type="text" value="56.430"/>	<b>Total:</b>	<input type="text" value="113.160"/>



## Non-eligible



[Download signature sheet \(pdf\)](#)



[Submit data](#)

Get Adobe Reader



[Print this page](#)



**HUTT PAYMENTS TO CITIES CALENDAR YEAR 2023**

Prepared by Colorado State Treasury 302-556-4548

DEPOSIT DATE: 01/23/23

NOTE: The net FASTER City distribution is included in the monthly deposit below.

To identify the net FASTER City distribution, please connect to the FASTER City link.

Per C.R.S. 43-4-209: Payment on hold and will be released when requirements have been met

REMITTED: Paid in Feb/23 to Jan/24

REMITTED: Paid in Jan/23 to Dec/23

REMITTED: Paid in Jan/23 to Dec/23

REMITTED: Paid in Jan/23 to Dec/23

	JANUARY 02/21/23	FEBRUARY 03/20/23	MARCH 04/19/23	APRIL 05/18/23	MAY 06/21/23	JUNE 07/20/23	JULY 08/21/23	AUGUST 09/21/23	SEPTEMBER 10/20/23	OCTOBER 11/20/23	NOVEMBER	DECEMBER	REMITTED Paid in Jan/23 to Dec/23
AGUILAR	2,342.36	1,538.42	2,135.26	2,717.82	2,314.47	1,915.17	0.00	0.00	0.00	0.00			12,692.77
AKRON	5,191.15	3,551.87	5,351.87	6,816.87	5,602.21	4,798.86	7,601.69	6,230.27	6,855.78	6,302.66			58,808.45
ALAMOSA	24,673.43	16,179.22	22,447.18	28,599.29	24,337.58	20,125.85	31,887.00	27,360.18	29,362.51	26,992.33			249,062.02
ALMA	1,087.60	807.60	1,120.97	1,426.23	1,715.01	1,005.47	0.00	0.00	4,869.37	1,484.38			13,017.01
ANTONITO	4,633.93	4,776.54	4,089.61	5,089.61	5,179.55	4,281.69	6,787.28	5,774.27	6,223.94	5,721.02			52,806.36
ARRIBA	1,177.93	1,044.30	1,076.02	1,369.25	1,166.02	965.49	1,526.98	1,268.62	1,396.55	1,284.25			11,691.35
ARVADA	339,540.93	222,286.95	308,279.66	393,131.63	334,330.61	276,293.46	438,157.78	379,470.10	405,036.14	372,279.40			3,428,168.40
ASPEN	17,531.55	13,036.70	18,090.86	23,054.92	19,609.15	16,205.57	25,686.74	22,311.75	23,763.51	21,660.45			201,170.20
AULTI	5,936.82	3,890.13	5,396.23	6,877.88	5,851.37	4,837.36	11,356.24	10,214.36	8,149.38	7,490.73			70,111.32
AURORA	897,460.14	665,513.72	924,454.38	1,174,468.78	1,001,952.78	829,791.37	1,311,107.69	1,135,624.44	1,214,362.42	1,119,969.16			10,271,218.27
AVON	15,278.18	10,657.80	14,761.22	18,846.66	14,030.12	13,247.94	17,964.01	16,444.65	19,544.51	17,964.01			164,859.20
BASALT	10,294.65	7,653.61	10,616.20	13,532.90	11,512.05	9,516.20	13,065.54	12,960.35	13,905.88	12,781.95			117,878.13
BAYFIELD	1,832.98	5,134.16	7,122.93	9,075.52	7,722.96	6,386.13	10,116.97	8,794.78	9,373.04	8,616.28			77,253.08
BENNETT	7,950.32	5,242.89	7,274.61	9,263.03	7,886.69	6,523.43	10,332.29	11,295.38	10,720.23	9,855.52			87,083.76
BERTHOUD	31,266.36	27,577.82	20,496.63	36,233.22	30,831.33	25,492.95	40,397.51	39,705.58	39,694.88	36,489.45			365,454.71
BETHUNE	360.01	761.39	784.67	998.34	850.43	703.91	953.19	942.49	1,025.01	942.49			6,698.52
BLACK HAWK	1,342.12	965.74	1,382.77	1,757.83	1,498.30	1,240.86	1,981.95	1,524.09	1,729.31	1,590.32			16,536.14
BLANCA	4,335.44	2,856.17	3,967.17	5,040.52	4,296.01	3,560.80	5,627.20	4,794.71	5,171.17	4,755.97			48,258.42
BLUE RIVER	3,981.40	2,603.60	3,614.29	4,598.50	3,917.20	3,242.28	5,130.52	4,321.04	4,686.90	4,309.56			43,922.98
BONANZA	24.08	15.73	21.80	27.84	23.66	19.53	31.01	0.00	0.00	0.00			184.78
BOONE	6,629.08	5,115.51	6,093.96	7,077.38	6,466.69	5,917.68	7,581.51	6,759.51	7,581.51	6,759.51			11,655.81
BOULDER	198,877.97	175,109.27	180,597.85	230,287.93	195,854.80	161,864.72	256,672.50	220,388.22	236,334.34	217,224.08			2,203,428.56
BOW MAR	2,535.37	2,242.72	2,311.55	2,942.01	2,505.52	2,073.35	3,281.88	2,863.51	3,046.89	2,801.41			26,734.23
BRANSON	521.95	463.63	343.84	477.59	517.42	428.66	677.44	514.22	591.34	543.88			5,686.79
BRECKENRIDGE	20,023.97	17,670.54	18,210.27	23,210.27	19,572.87	16,334.99	25,880.25	22,832.87	24,141.72	22,192.97			203,366.58
BRIGHTON	101,062.58	88,994.20	91,780.96	117,023.69	99,532.24	82,263.51	130,438.42	113,698.17	120,949.48	111,171.52			1,233,300.55
BROOKSIDE	394.35	514.51	456.25	633.33	605.90	468.43	688.43	786.05	835.60	768.32			7,053.50
BROOMFIELD	189,568.53	166,902.54	172,135.05	219,501.00	186,678.09	154,278.52	244,647.50	212,005.51	226,222.50	207,929.20			2,103,982.39
BRUSH	12,611.60	8,363.36	11,601.73	14,785.96	12,679.97	10,400.53	13,819.26	13,819.26	15,015.79	13,802.91			128,104.87
BURLINGAME	9,451.64	7,039.13	10,043.84	12,795.45	10,869.53	9,005.37	13,815.78	13,815.78	13,917.24	12,793.64			140,866.27
BURLINGTON	9,462.69	7,039.13	10,043.84	12,795.45	10,869.53	9,005.37	13,815.78	13,815.78	13,917.24	12,793.64			140,866.27
BURNING WOOD	6,652.16	4,943.37	6,858.56	8,737.69	7,138.09	6,149.38	9,742.79	8,384.71	8,259.48	7,615.03			76,150.63
CAMP	345.07	748.98	771.76	981.47	836.33	692.45	1,095.25	826.69	1,008.60	967.88			29,314.36
CANON CITY	51,735.35	45,630.85	47,049.98	59,953.32	51,014.79	42,181.46	68,843.53	56,791.63	61,267.57	56,320.28			6,686.80
CARBONDALE	16,644.42	10,519.81	18,603.43	24,890.93	18,603.43	13,077.62	18,644.51	19,509.34	19,509.34	17,931.96			520,968.03
CASTLE PINES NORTH	27,399.81	17,945.80	24,890.93	31,733.69	26,992.35	22,310.67	35,372.41	35,095.16	34,910.95	32,088.57			163,963.35
CASTLE ROCK	188,542.14	166,058.93	123,475.29	171,256.75	218,349.81	185,718.18	243,380.17	224,665.89	231,881.19	213,135.58			2,119,964.09
CEMADERGE	7,538.22	6,652.16	8,658.56	11,477.38	9,755.13	8,242.52	12,423.42	10,575.51	12,423.42	11,889.31			1,951,421.95
CENTENNIAL	315,692.82	277,796.89	286,516.39	365,385.66	310,732.40	256,763.33	407,236.35	320,596.51	360,722.36	331,549.58			3,439,870.84
CENTER	5,980.15	5,274.23	3,920.05	5,436.31	4,921.17	4,194.07	5,492.18	4,738.73	5,074.75	4,666.70			46,347.71
CENTRAL CITY	3,786.46	2,767.37	3,670.47	4,921.17	4,194.07	3,473.01	7,726.25	7,726.25	3,012.78	3,274.01			32,741.01
CHEWY	18,657.64	16,469.66	16,960.14	21,629.96	18,409.28	15,225.19	24,119.07	20,729.82	22,228.13	20,434.38			42,974.93
CHEYENNE HILLS VILLAGE	3,945.90	3,138.98	3,234.98	4,116.03	3,506.13	2,901.96	4,592.17	3,794.84	4,159.01	3,824.18			7,905.36
CHERRY WELLS	1,453.17	1,287.32	1,667.37	2,326.58	1,687.37	1,437.63	1,901.14	1,892.80	1,695.10	1,556.72			188,463.34
COAL CREEK	453.74	401.94	414.19	526.86	448.88	371.60	587.88	455.39	455.39	475.81			35,598.69
COKEDALE	1,060.84	337.31	696.22	1,230.33	1,047.44	866.49	1,372.17	1,256.94	1,303.22	1,198.11			14,556.72
COLLIERAN	1,668,564.10	1,507,140.75	1,549,008.40	1,954,860.65	1,675,043.40	1,394,084.24	2,189,085.95	1,893,904.76	2,027,979.57	1,867,674.34			10,874.50
COLORADO SPRINGS	3,169.74	2,370.59	3,288.85	4,190.47	3,565.91	2,948.63	4,672.23	4,170.27	4,361.96	4,028.14			18,829,437.66
COLUMBINE VALLEY	175,894.02	154,905.82	159,756.41	203,694.13	173,248.40	143,190.21	218,714.55	193,678.58	210,714.55	193,678.58			36,806.74
COMMERCE CITY	26,352.42	23,232.36	15,876.30	22,065.05	23,881.46	19,746.86	31,291.01	26,683.67	28,729.89	26,510.14			1,779,703.51
CORTEZ	1,445.27	1,276.15	1,525.64	1,675.69	1,426.33	1,179.72	3,038.12	2,925.59	3,136.43	2,828.98			265,071.66
CRAIG	1,674.00	1,454.27	1,476.15	1,941.76	1,653.27	1,367.79	2,165.75	1,642.78	1,888.15	1,735.98			292,280.02
CRAWFORD	1,674.00	1,454.27	1,476.15	1,941.76	1,653.27	1,367.79	2,165.75	1,642.78	1,888.15	1,735.98			9,266.96
CRESTED BUTTE	1,961.68	1,731.76	2,274.22	3,089.66	2,274.22	1,935.66	3,982.92	2,684.19	5,877.62	5,402.95			16,494.14
CRESTONE	5,964.68	5,275.11	5,437.16	6,920.67	5,893.53	4,876.70	7,719.88	7,275.11	7,433.90	6,834.74			54,208.05
CRIPPLE CREEK	547.56	480.80	667.27	848.65	723.12	598.68	923.42	848.65	923.42	848.65			15,473.39
CROOK	730.76	547.56	667.27	848.65	723.12	598.68	923.42	848.65	923.42	848.65			67,648.90
CROWLEY	755.90	572.69	489.21	693.14	661.45	511.13	621.92	572.69	621.92	572.69			7,600.46
DACONO	18,110.03	15,978.65	16,474.81	20,990.04	17,862.41	14,770.90	23,403.83	20,940.46	21,976.49	20,202.49			184,474.77
DE BEQUE	1,800.96	1,833.07	1,642.12	2,089.90	1,779.89	1,472.93	2,331.38	2,051.20	2,173.01	1,897.98			202,584.80
DEER TRAIL	3,779.92	3,334.88	4,380.34	5,082.83	3,727.84	3,082.83	4,380.34	3,727.84	4,380.34	3,727.84			18,314.73
DEL NORTE	5,337.09	4,711.11	4,857.09	6,187.13	5,265.91	4,355.07	6,899.21	5,522.37	6,156.58	5,659.87			20,442.30







303 831 6411 / 866 578 0936 

303 860 8175 

[www.cml.org](http://www.cml.org) 

1144 Sherman St., Denver, CO 80203 

To: Managers, Clerks, Finance Directors  
From: Meghan MacKillop, Legislative and Policy Advocate  
Date: August 30, 2023  
Subject: Highway User Tax Fund Revenue Estimates

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Each year, the CDOT Office of Financial Management and Budget (OFMB) forecasts expected revenues in the Highway Users Tax Fund (HUTF) for upcoming years. CML uses these HUTF forecasts to assist municipalities in developing their annual road and bridge budgets. We and the OFMB also utilize updated information from the Department of Revenue on lane miles, bridge deck area, vehicle miles traveled, and vehicle registrations. The OFMB team maintains an annual revenue model, which is updated each quarter to help better predict future revenues. In addition to Department of Revenue information, OFMB uses national economic performance indicators, state population and demographic data, forecasted and aggregated annual interest rates on new car loans and retail gasoline prices, and estimated vehicle costs to inform the model. Beginning this fiscal year, OFMB will provide a quarterly revenue estimate for state transportation revenue, as well as local government HUTF revenue allocations, alongside the quarterly state revenue forecast. By releasing quarterly information, the annual HUTF estimates that CML provides will be more up-to-date and accurate.

### **2023 HUTF Annual Revenue Forecast**

The HUTF forecast from OFMB predicts a roughly \$4 million increase from 2023 to 2024. According to OFMB, these revenues should trend upward over the next few years as more revenue from fees created in SB21-260 is collected. This trend is independent of trends in vehicle miles traveled and gasoline sales. During the 2022 legislative session, the General Assembly passed legislation that delayed the implementation of the road usage fee, created in SB21-260, and extended the reduction in FASTER fees through 2023; however, those reductions in revenue ended in April of 2023.

In addition to increased revenue from enterprise fees, vehicle miles traveled (VMT) have returned to pre-pandemic levels. In fact, VMT has exceeded previous estimates and risen to levels far greater than 2019 numbers. In addition to VMT increasing overall HUTF revenue, the increasing popularity of

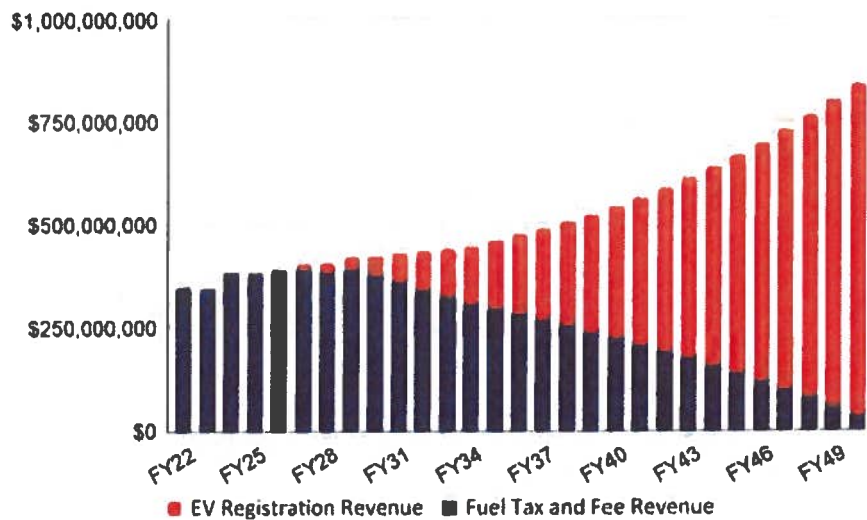


electric vehicles and continued increased revenue from enterprise fees created by SB21-260 impact municipal distributions of HUTF funds.

Although gasoline consumption revenue has steadily increased since 2019, OFMB analysts predict this revenue source will decrease over time. However, cities and towns can expect other revenue from SB21-260, namely the newly created electric vehicle registration fee, to compensate for this decrease. As people transition from fuel-dependent vehicles to electric vehicles, revenue from the electric vehicle registration fee will replace the lost revenue from fees and taxes on fuel.

**Electric Vehicle Adoption.** The number of electric vehicles in Colorado is expected to increase substantially in the coming decades, and OFMB estimates that there will be about 960,000 electric vehicles on the road by 2030. Increasing the number of electric vehicles on the road will have several impacts on state transportation revenue, as well as municipal revenue. While the Department of Revenue expects revenue from taxes and fees on gasoline and diesel to decrease over time, additional revenue from the state's electric vehicle registration fees (created in SB21-260) is expected to largely offset these revenue losses in future years. The chart below illustrates the comparison of fuel tax and fee revenue compared to electric vehicle registration revenue to 2050. Revenue from electric vehicle fees is expected to overtake fuel tax and fee revenue by around 2040.

State Fuel Revenue Vs. EV Registration Revenue



Source: Colorado Department of Transportation



**SB21-260 Fee Revenue.** Senate Bill 21-260, "Sustainability of the Transportation System," established several new transportation fees, including new fees on gasoline and diesel, new electric vehicle registration fees, retail delivery fees for online orders, and rideshare fees. This bill also created several transfers from the state General Fund to CDOT. Revenue from these new fees is split between CDOT, counties, municipalities, and several state enterprises. These sources are described in additional detail below. Overall, OFMB estimates that SB21-260 revenue will increase CDOT revenue by more than \$200 million annually.

**HUTF Revenue Estimates**

**Revised 2023 HUTF Revenue Estimate – last six months.** Revenue Estimate 1 is an estimate of July through December 2023 municipal HUTF revenues and is provided to assist in revising your current year HUTF estimate. CML recommends adding your first six months of actual revenues to Estimate 1 for a revised 2023 HUTF revenue estimate.

**2024 HUTF Revenue Estimate.** Revenue Estimate 2 is the aggregate municipal HUTF revenue estimate for January through December 2024. Please note that your municipality’s HUTF revenue may not track the growth of the total fund. Each municipality’s HUTF share is based on the number of vehicles and center-line miles in each community relative to the same statistics in other municipalities. These figures are recalculated annually. Consequently, your municipality’s percentage share may change whether the municipality’s own statistics change.

The following table lists the sources of the municipal HUTF Revenue estimates:

**Aggregate HUTF Revenue Estimates Distributed to Municipalities**

	<b>Estimate 1</b>	<b>Estimate 2</b>
	<b>Jul-Dec 2023</b>	<b>Jan-Dec 2024</b>
First Stream	\$9.5	\$18
Second Stream	\$60.1	\$129.5
Retail Delivery Fee	\$.22	\$2.7
<b>Total HUTF to Municipalities</b>	<b>\$70</b>	<b>\$151</b>

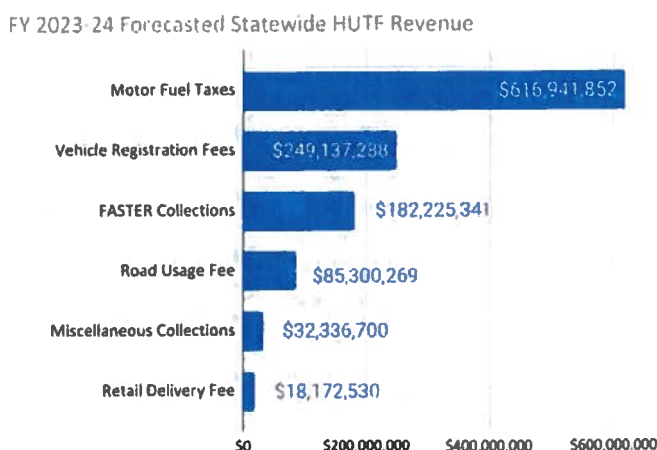
*Estimates provided by CDOT OFMPB are for each Fiscal Year, and CML staff calculates the estimates for a Calendar Year.*



**Estimates for each municipality are attached.** Please remember that these are only estimates based on the Colorado Department of Transportation's revenue projections. Additionally, last year, the estimates included a one-time distribution from the General Fund to account for the temporary delay of the road usage fee implementation. That one-time distribution is not included in Estimate 1.

### Highway User Tax Fund Background

The HUTF is a statutorily defined, state-collected, locally shared revenue distributed monthly to the state, counties, and municipalities. The revenue that flows through HUTF includes state-levied taxes and fees associated with the operation of motor vehicles in the state. The state treasurer distributes the HUTF proceeds between CDOT, the Colorado State Patrol, the Department of Revenue, counties, and municipalities according to statutory formulas and annual appropriations. The forecasted FY 2023-24 revenue sources are shown in the figure below.



Source: Colorado Department of Transportation

**Motor Fuel Tax Collection.** Motor fuel taxes are currently the state's primary source of transportation revenue. Colorado has an excise tax of 22 cents per gallon for gasoline and 20.5 cents for diesel and special fuel.

**Vehicle Registration Fees.** The state collects several different fees at the time of vehicle registration. Age-based fees and weight-based fees are both deposited directly into the HUTF. The state also assesses a \$50 annual fee on plug-in hybrid and battery-electric vehicles. Of this fee, 60 percent is allocated to the HUTF, and 40 percent is allocated to the Electric Vehicle Grant Fund in the Colorado Energy Office. As noted above, this fee will continue to increase with inflation. Fees are distributed through the HUTF.





Additionally, SB21-260 created an additional road usage equalization registration fee on regular and commercial plug-in electric vehicles. This fee will also increase annually with inflation. In lieu of the standard equalization fee, electric commercial vehicles will pay an annual registration fee based on weight. For FY 2022-23, this fee is \$50 for vehicles 10,001 pounds to 16,000 pounds; \$100 for vehicles 16,001 pounds to 26,000 pounds; and \$150 for vehicles greater than 26,000 pounds. Beginning in FY 2023-24, this fee will be annually adjusted for inflation.

***FASTER Revenue.*** In 2009, the General Assembly passed SB09-108, also known as the Funding Advancements for Surface Transportation and Economic Recovery (FASTER) Act. This bill created new motor vehicle fees, fines, and surcharges to fund road, bridge, and public transit projects. The Road Safety Surcharge applies to every registered vehicle, ranging between \$16 and \$39, depending on the vehicle. The amount of the Road Safety Surcharge is set in statute (§43-4-804(1) C.R.S.). SB21-260 temporarily reduced the Road Safety Surcharge fee through 2024. For all registration periods between January 1, 2022, and January 1, 2024, each Road Safety Surcharge is reduced by \$5.55. After 2024, this amount will increase.

FASTER also established a late registration fee, which is charged when a motor vehicle is registered after a one-month grace period of its annual registration date. The cost is \$25 for each month the vehicle registration is late, up to \$100. The county office that collects the late registration fee retains \$10 of the fee. FASTER revenue also includes the daily vehicle rental fee and overweight vehicle surcharges.

***Road Usage Fee.*** SB21-260 created the road usage fee, assessed on each gallon of gasoline and diesel in addition to the motor fuel tax. This fee will be phased in according to a fee schedule between FY 2022-23 and FY 2031-32. After 2033, this fee will be annually adjusted for inflation based on the National Highway Cost Construction Index. The state began collecting revenue from this fee in April 2023.

***Miscellaneous Collections.*** This category includes revenue from traffic penalties and judicial collections, interest earnings, and various cash program revenues.



**Retail Delivery Fees.** SB21-260 imposed new fees on retail deliveries that are subject to the state sales tax. These fees are assessed by the state, the Statewide Bridge and Tunnel Enterprise, and four new enterprises created in the bill and are collected by the retailer from the purchaser. The table below shows the initial fee rates. These fees will be adjusted for inflation in subsequent years based on the Denver-Aurora-Lakewood Consumer Price Index. The state's share of this revenue is distributed to the HUTF and the Multimodal Transportation and Mitigation Options Fund. SB23-143 created an exemption from the fees for businesses with retail sales less than or equal to \$500,000 in the prior year.

<b>Retail Delivery Fees</b>	<b>Fee Rate</b>
State (Highway Users Tax Fund and Multimodal Options Fund)	8.4 cents / delivery
Bridge and Tunnel Enterprise	2.7 cents / delivery
Community Access Enterprise	6.9 cents / delivery
Clean Fleet Enterprise	5.3 cents / delivery
Clean Transit Enterprise	3.0 cents / delivery
Air Pollution Mitigation Enterprise	0.7 cents / delivery
<b>Total of Retail Delivery Fees</b>	<b>27.0 cents / delivery</b>

*Source: Colorado Department of Transportation*

### **HUTF Revenue Distribution**

HUTF revenue is allocated based on different statutory formulas, described below.

**First Stream Revenue.** First stream HUTF revenue consists of the following:

- Proceeds from the first \$0.07 of fuel excise taxes;
- Vehicle license plate, identification plate, and placard fees;
- Driver license, motor vehicle title and registration, and motorist insurance identification fees;
- Proceeds from the passenger-mile tax levied on commercial bus services; and
- Interest earnings.

After "off-the-top" appropriations are made to the Colorado State Patrol and the Department of Revenue, 65 percent of first stream revenue is distributed to CDOT, 26 percent is allocated to counties, and 9 percent is distributed to municipalities.

**Second Stream Revenue.** Second stream HUTF revenue consists of motor fuel taxes in excess of the first \$0.07 and age-based registration fees. Of this revenue, 60 percent is distributed to CDOT, 22 percent to counties, and 18 percent to municipalities.



**FASTER Revenue.** FASTER revenue includes the fees, surcharges, and fine revenues SB09-108 authorized. Of this revenue, \$15.0 million is set aside for spending on transit projects, and the remaining funding is distributed using the same formula as second stream revenue, with municipalities receiving 18 percent.

**Road Usage Fees.** Revenue from these fees, established by SB21-260, is distributed to the HUTF using the same formula as second stream revenue, with municipalities receiving 18 percent.

**Retail Delivery Fee.** Of the revenue generated from the state's portion of the Retail Delivery fee, established by SB21-260, 71.1 percent is distributed to the HUTF, and 28.9 percent is distributed to the Multimodal Transportation and Mitigation Options Fund. Of the revenue deposited in the HUTF, 40 percent is paid to the State Highway Fund, 33 percent is paid to counties, and 27 percent is paid to municipalities. Revenue from the Retail Delivery Fee may be used for transit-related projects needed to integrate different transportation modes.

**Municipal Share.** Each municipality receives a share of the municipal portion of the HUTF based on a formula that considers the number of vehicles registered and the center line miles of streets in each municipality relative to the same data in other municipalities. Generally, 80 percent of the distribution is based on the number of vehicles registered and 20 percent on the center line miles of streets in a community. Each municipality's percentage share is recalculated annually in July and is based on:

- previous year's vehicle registration figure as certified by the Department of Revenue to the State Treasurer; and
- previous year's miles of open, used, and maintained streets as certified to the Treasurer by CDOT, who uses data from each entity's Annual Certification of Condition and Mileage Report (Section 43-4-208, C.R.S.).

### **Required Annual Reports**

As a condition of continuing to receive monthly HUTF payments, state law requires that municipalities annually submit two reports: the Certification of Condition and Mileage Report (due March 1) and the Annual Receipts and Expenditures Report (due June 30). If these reports are not provided to the state in a timely manner, by statute (43-4-209, C.R.S.), a jurisdiction's HUTF payments will be withheld for up to six months or until the reports have been provided to the state. After six months, if the reports have not been provided, a municipality's withheld HUTF payments will be paid to your county.



Please contact Meghan MacKillop at [mmackillop@cml.org](mailto:mmackillop@cml.org) if you have questions.





ESTIMATE 1 JULY 23 - DEC 23

HUT Amount **9,467,571.50**  
 > 7 cents **60,068,720.00**  
 Retail Delivery fee **223,378.00**  
 Total **69,759,669.50**

ESTIMATE 2 JAN 24 - DEC 24

HUT Amount **18,380,504.50**  
 > 7 cents **129,495,053.50**  
 Total **150,552,227.50**

	HUT <7	> 7 Cents	Computed	Computed
AVAILAR	0.020004%	0.018832%	13,248.09	28,567.41
AVIRON	0.050743%	0.047102%	33,203.09	71,582.73
AVAMOSA	0.013642%	0.197427%	139,259.54	300,211.04
AVMA	0.010481%	0.009890%	6,955.05	14,997.96
AVNITONITO	0.045857%	0.041946%	29,631.55	63,869.25
AVRIBA	0.009913%	0.009517%	6,676.76	14,401.37
AVVADA	2.980904%	2.703722%	1,912,349.95	4,121,461.19
AVPEN	0.174511%	0.158628%	112,162.13	241,737.43
AVJLT	0.051726%	0.047401%	33,476.14	72,157.98
AVRORA	8.380776%	8.198787%	5,736,676.42	12,376,906.42
AVON	0.142791%	0.129660%	91,693.26	197,618.89
AVSALT	0.101987%	0.093217%	65,857.97	141,951.79
AVYFIELD	0.067882%	0.062633%	44,189.45	95,260.00
AVNETT	0.068830%	0.064050%	45,133.62	97,307.31
AVRTHOUD	0.271383%	0.249970%	176,405.73	380,271.65
AVTHUNE	0.007299%	0.006929%	4,868.65	10,499.71
AVACK HAWK	0.012680%	0.012240%	8,580.35	18,508.71
AVANCA	0.036041%	0.035173%	24,618.42	53,112.57
AVUE RIVER	0.033625%	0.031915%	22,425.56	48,362.74
AVNANZA	0.00215%	0.00191%	135.25	291.38
AVONE	0.007893%	0.007474%	5,253.40	11,329.07
AVULDER	1.744002%	1.584281%	1,120,310.69	2,414,527.42
AVW MAR	0.021629%	0.020391%	14,342.00	30,926.86
AVRANSON	0.004341%	0.004234%	2,963.67	6,393.87
AVRECKENRIDGE	0.173281%	0.160257%	113,027.58	243,663.86
AVRIGHTON	0.885055%	0.805347%	569,353.70	1,227,118.33
AVROOKSIDE	0.005907%	0.005590%	3,929.54	8,474.07
AVROOMFIELD	1.662822%	1.509953%	1,067,810.90	2,301,365.31
AVRUSH	0.111050%	0.101936%	71,973.31	155,142.59
AVJENA VISTA	0.095509%	0.088351%	62,311.07	134,330.12
AVJRLINGTON	0.092236%	0.085897%	60,521.95	130,485.71
AVALHAN	0.022778%	0.021379%	15,046.34	32,443.63
AVAMPO	0.007124%	0.006824%	4,788.74	10,328.68
AVNON CITY	0.449099%	0.413601%	291,887.36	629,209.97
AVARBONDALE	0.140691%	0.128029%	90,511.37	195,077.80
AVSTLE PINES NORTH	0.239645%	0.218472%	154,409.79	332,805.90
AVSTLE ROCK	1.650440%	1.502885%	1,062,377.45	2,289,748.13
AVDAREDEGE	0.065239%	0.060328%	42,549.81	91,728.34
AVTENNIAL	2.772652%	2.512493%	1,777,337.58	3,830,432.78



ITIES  
'2023

ESTIMATE 1 JULY 23 - DEC 23

HUT Amount **9,467,571.50**  
 > 7 cents **60,068,720.00**  
 Retail Delivery fee **223,378.00**  
 Total **69,759,669.50**

	HUT <7	> 7 Cents	Computed
ENTER	0.051929%	0.047803%	33,737.93
ENTRAL CITY	0.035601%	0.034243%	24,016.63
HERAW	0.006738%	0.006332%	4,455.44
HERRY HILLS VILLAC	0.161162%	0.149417%	105,344.43
HEYENNE WELLS	0.030111%	0.028563%	20,072.04
JAL CREEK	0.012288%	0.011723%	8,231.11
JKEDALE	0.003838%	0.003660%	2,570.01
JLLBRAN	0.009113%	0.008512%	5,994.66
JLORADO SPRINGS	12.418742%	14.003498%	9,618,756.02
JLUMBINE VALLEY	0.031350%	0.028918%	20,403.44
JMMERCE CITY	1.540494%	1.401818%	991,032.62
JRTEZ	0.210100%	0.193643%	136,642.74
RAIG	0.229376%	0.210477%	148,617.26
RAWFORD	0.012463%	0.011581%	8,162.31
REEDE	0.014352%	0.013441%	9,462.42
RESTED BUTTE	0.042101%	0.038757%	27,353.61
RESTONE	0.016939%	0.015712%	11,076.60
RIPPLE CREEK	0.050948%	0.047952%	33,734.53
ROOK	0.006168%	0.005899%	4,140.36
ROWLEY	0.006394%	0.006129%	4,300.94
RONO	0.156887%	0.144885%	102,207.37
BEQUE	0.015354%	0.014488%	10,188.58
ER TRAIL	0.032696%	0.030245%	21,331.12
EL NORTE	0.046111%	0.042738%	30,133.25
ELTA	0.250509%	0.230960%	162,967.97
ENVER	16.275472%	20.261000%	13,756,673.97
LLO	0.034403%	0.031720%	22,381.88
NOSAUR	0.012036%	0.011632%	8,152.94
LORES	0.023570%	0.021872%	15,418.41
VE CREEK	0.021565%	0.020306%	14,284.38
JRANGO	0.425245%	0.387141%	273,675.93
IDS	0.022034%	0.020674%	14,550.66
IGLE	0.191378%	0.174991%	123,624.87
ATON	0.136721%	0.125287%	88,482.55
AKLEY	0.011901%	0.011472%	8,043.14
GEWATER	0.076910%	0.069951%	49,456.73
IZABETH	0.056489%	0.051628%	36,476.01
APIRE	0.010056%	0.009373%	6,603.20
GLEWOOD	0.715189%	0.649605%	459,371.72

ESTIMATE 2 JAN 24 - DEC 24

HUT Amount **18,380,504.50**  
 > 7 cents **128,495,053.50**  
 Total **150,552,227.50**

	Computed
	72,727.06
	51,803.77
	9,607.19
	227,108.68
	43,286.82
	17,752.42
	5,542.84
	12,925.07
	20,791,292.02
	43,983.91
	2,135,957.07
	294,558.61
	320,351.38
	17,597.43
	20,402.67
	58,964.75
	23,879.85
	72,742.87
	8,930.02
	9,276.66
	220,333.14
	21,970.76
	45,985.59
	64,963.03
	351,309.12
	29,770,826.77
	48,248.53
	17,587.04
	33,240.49
	30,802.09
	589,853.39
	31,374.66
	266,465.46
	190,724.50
	17,349.54
	106,592.53
	78,621.17
	14,236.71
	990,049.92



# Overview of HUTF Revenues

The following revenue sources make deposits to the Highway User Tax Fund:

Motor Fuel Tax Collections  
Passenger Mile Tax Collections  
Motor Vehicle License & Registrations Collections  
Hutf Tabor Backfill - Hb 00-1227  
Motor Vehicle Penalty Assessment Collections  
Miscellaneous Collections  
Judicial Collections  
Interest Earned  
Sales Tax Transfer To 783 Ebwa  
Express Consent  
Id Security Surcharge Hb 01-1125  
Motorist Insurance Id Database  
FASTER Sb 09-108

## General information on factors used to allocate Highway User Tax Funds (HUTF) to the Cities

The allocation formula for cities is relatively straightforward. Generally, the amount available to cities is allocated as follows:

- 80% of the funds are allocated based upon the percent of statewide municipal motor vehicle registrations in the city.
- 20% of the funds are allocated based upon the percent of statewide municipal centerline miles in the city.

## General information on factors used to allocate Highway User Tax Funds (HUTF) to the Counties

There are three tiers to the allocation formula for Counties. The first two tier's dollar amounts and allocations are set by law (See attached table):  
(1.2 billion in HUTF revenue in 2018)

- The first tier of \$69.7 million is “allocated to the counties in such a manner that each county receives the same allocation that it received for the fiscal year 1987-88.”
- The Second tier of \$17.0 million is allocated to seventeen specific counties listed and at percentages set in the statute.
- The Third tier is the balance (if any) that remains of the County portion of HUTF funds after the initial \$86.7 million is allocated. The third tier is allocated as follows:

- 1) 60% is based upon jurisdictional lane-miles (See discussion below).
- 2) 15% is based upon the percent of statewide rural motor vehicle registrations in the county (Vehicle registrations in unincorporated portions of the county).
- 3) 15% is based upon the percent of total statewide motor vehicle registrations in the county (municipal and rural).
- 4) 10% is based upon the percent of total statewide bridge deck square footage in the county (for bridges greater than twenty feet in length only).

## **How are County lane miles calculated and adjusted?**

A lane is defined as 10 feet of road width. The total width of the road (the travelway) is divided by 10 to determine the number of lanes. For example: a 24 foot wide road has 2.4 lanes. The number of lanes is then multiplied by the length of the road to determine the “lane-miles”.

Total lane mileage is calculated separately for paved and unpaved roads. Paved roads are given a 1.5 factor over unpaved roads. Paved lane mileage totals are adjusted by multiplying the paved lane mileage total by this factor.

Each county has a terrain factor between 1 (“flat”) and 3 (“mountainous”). All lane mileage totals (paved and unpaved) are adjusted by multiplying them by this factor.

Finally, the adjusted paved and unpaved lane mileage totals are summed to determine total adjusted lane mileage for the county

Counties have to update information on their roads in the CDOT local road system inventory each year. Roads must be open, used by the public, and maintained to be counted. Counties can count Forest Service road lane-miles that they maintain under a Schedule A agreement with the USFS.



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CORTEZ, CO 81321

**Kelly Koskie**  
Director of Finance  
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Cortez, CO. 81321  
kkoskie@cortezco.gov

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** KELLY KOSKIE, DIRECTOR OF FINANCE

**Date:** 2/07/2024

**RE:** Ordinance 1325, Series 2024 Amending the 2024 Budget

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### DISCUSSION

There were 4 items not budgeted in the 2024 budget that need to be re-authorized in the 2024 budget. We now have solid delivery dates for all in March or April 2024.

### BACKGROUND

Several large projects were planned in the 2023 budget. Most were completed, but due to time constraints and supply chain issues, the 3 projects listed below were not completed. The budgeted funds for these projects were not spent in 2023. The Golf Pro budget did not anticipate an increase with this year's renewal.

#### Pocket Park Playgrounds

The Pocket Park Playground project installs playgrounds at the two South Cortez Pocket Parks. The project was bid and awarded in the summer of 2023. The lead time for manufacturing is approximately six months. The excavation and necessary concrete paths and borders are already complete. We have a material delivery date of mid-March and an installation crew scheduled for early April.

#### Outdoor Pool Heater

The Outdoor Pool Heater replaces the failing (significant issues for the last three years) pool heater. The project was bid at the end of summer and awarded in the early fall. The production lead time is 3-4 months. It is expected to be delivered in mid-February and installed before the summer swim season.

#### Universal Turf Machine

The Universal Turf Machine was bid in the late fall, but not awarded until early December (winter). A unit was available when the bid occurred but not after it was awarded. The manufacturer scrambled to find us a unit, and now has one available.

#### Golf Pro Contract

Unfortunately, discussions on renewing the Golf Pro contract didn't occur until after the budget was set. We did not receive this request until after the FY2024 budget was passed. The current Golf Pro contract has not been adjusted in six years.



**FISCAL IMPACT**

The incomplete projects are as follows:

Pocket Park Playgrounds	\$175,601
Outdoor Pool Heater	\$126,923
Universal Turf Machine	\$ 55,000
Golf Pro Contract Increase	\$ 4,500
Total	\$362,024

**RECOMMENDATION**

Staff recommends that City Council approve on first reading Ordinance No. 1325, Series 2024, an ordinance amending the 2024 budget to re-authorize the completion of the pocket park playgrounds, outdoor pool heater, universal turf machine, and golf pro contract increase for a total of \$362,024.00, and set for public hearing on February 27, 2024.

**MOTION**

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

I move that City Council approve on first reading, Ordinance No. 1325, Series 2024, an ordinance amending the 2024 budget for the Parks and Recreation department within the General Fund, in the amount of \$362,024.00, and set for public hearing on February 27, 2024.

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**Attachments**

Ordinance to Amend 2024 Budget

ORDINANCE TO AMEND 2024 BUDGET  
NO. 1325, SERIES 2024

AN ORDINANCE AMENDING EXPENDITURES AND REVENUES FOR THE PARKS AND RECREATION DEPARTMENT WITHIN THE GENERAL FUND AND AMENDING A BUDGET FOR THE CITY OF CORTEZ, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024.

**WHEREAS**, the City Council of the City of Cortez, Colorado, has appointed the City Manager to prepare and submit a proposed budget to the City Council at the proper time; and

**WHEREAS**, the City Manager submitted a proposed budget to the City Council on September 23, 2023 for its consideration; and

**WHEREAS**, upon due and proper notice, published or posted, in accordance with the law, said proposed budget was open for inspection by the public at City Hall and online at [www.ClearGov.com](http://www.ClearGov.com), a public hearing was held on October 24, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

**WHEREAS**, whatever increase may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

WHEREAS, the 2023 budget expired at midnight on December 31<sup>st</sup> 2023 and the 4 items listed below that were authorized in the 2023 budget were not complete and need to be reauthorized in the 2024 budget:

Pocket Park Playgrounds	\$175,601
Outdoor Pool Heater	\$126,923
Universal Turf Machine	\$ 55,000
Golf Pro Contract Increase	<u>\$ 4,500</u>
Total	\$362,024

**NOW, THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORTEZ, COLORADO:

Section 1. That the budget as submitted, amended, and summarized by fund, attached hereto as Appendix A, is approved and adopted as the budget of the City of Cortez for the year stated above.

Section 2. That the budget hereby approved and adopted is made part of the public records of the City of Cortez.

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

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 27<sup>th</sup> day of February 2024 at the hour of 7:30 p.m. in the City Council Chambers in City Hall, Cortez, Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 13th DAY OF FEBRUARY 2024.

CITY OF CORTEZ

\_\_\_\_\_  
ARLINA YAZZIE, MAYOR PRO-TEM

ATTEST:

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

PASSED, ADOPTED, AND APPROVED ON SECOND AND FINAL READING THIS 27<sup>th</sup> DAY OF FEBRUARY 2024

CITY OF CORTEZ

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

ATTEST:

\_\_\_\_\_  
DONNA MURPHY, DEPUTY CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
J. PATRICK COLEMAN, CITY ATTORNEY



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

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### Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** KELLY KOSKIE, DIRECTOR OF FINANCE

**Date:** 02/06/2024

**RE:** Tax Exempt Lease Purchase of Two Servers to Replace the Current VXRail Server System.

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#### DISCUSSION

After consulting with the City's Network Administrator and IT team during the 2024 budget preparation, a recommendation was made to replace the VXRail server system and enter into a tax exempt lease purchase of two Dell PowerEdge R760 servers. Staff recommends Dell as the vendor because the City would receive State Contract pricing and a discount of \$3,820 if the lease purchase was financed through Dell Financial Services. Dell also provides a 30-day price match and a low price guarantee. This cost was budgeted for in the 2024 budget.

At this time equipment is available 5 days after production. The new PowerEdge servers will provide stability, which will increase the reliability and efficiency of the IT environment.

#### BACKGROUND

The VXRail server system was purchased in 2017 and is past it's expected lifespan. The City's experience with the VXRail server system has not been positive, with malfunctions on a regular and persistent basis. When there is a problem in the environment, the IT team starts troubleshooting with VXRail. Problems with the VXRail server system tend to spread City-wide with all users unable to log in to the network and only able to see email through a web browser page.

#### FISCAL IMPACT

Three lease purchase options were researched and responses are listed below:

Dell Financing	5 Year lease	5.99% interest	Annual payments	\$47,400 *
KSState Bank	5 Year lease	6.49% interest	Annual Payments	\$49,245
Vectra Bank Cortez	5 year lease	5.43% interest	Annual Payments	\$49,330

\*Dell Financing includes a discount of \$3,820\*

Each lease proposal has an option to purchase the equipment at the end of the lease term for \$1.00.

There will be an addition \$7,000 charge for technical support during data transfer and transition to the new servers. This will be invoiced separately and not included in the lease.

#### RECOMMENDATION

Staff recommends that City Council approve the Tax Exempt Lease Purchase offered by Dell Financial Services

for two PowerEdge R760 servers for a total lease cost of \$236,997, and delegate authority to City Manager Sanders to sign lease documents and production approval.

**MOTION**

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

I move that City Council approve the Tax Exempt Lease Purchase offered by Dell Financial Services for two PowerEdge R760 servers for a total lease cost of \$236,997, and delegate authority to City Manager Sanders to sign lease documents and production approval.

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**Attachments**

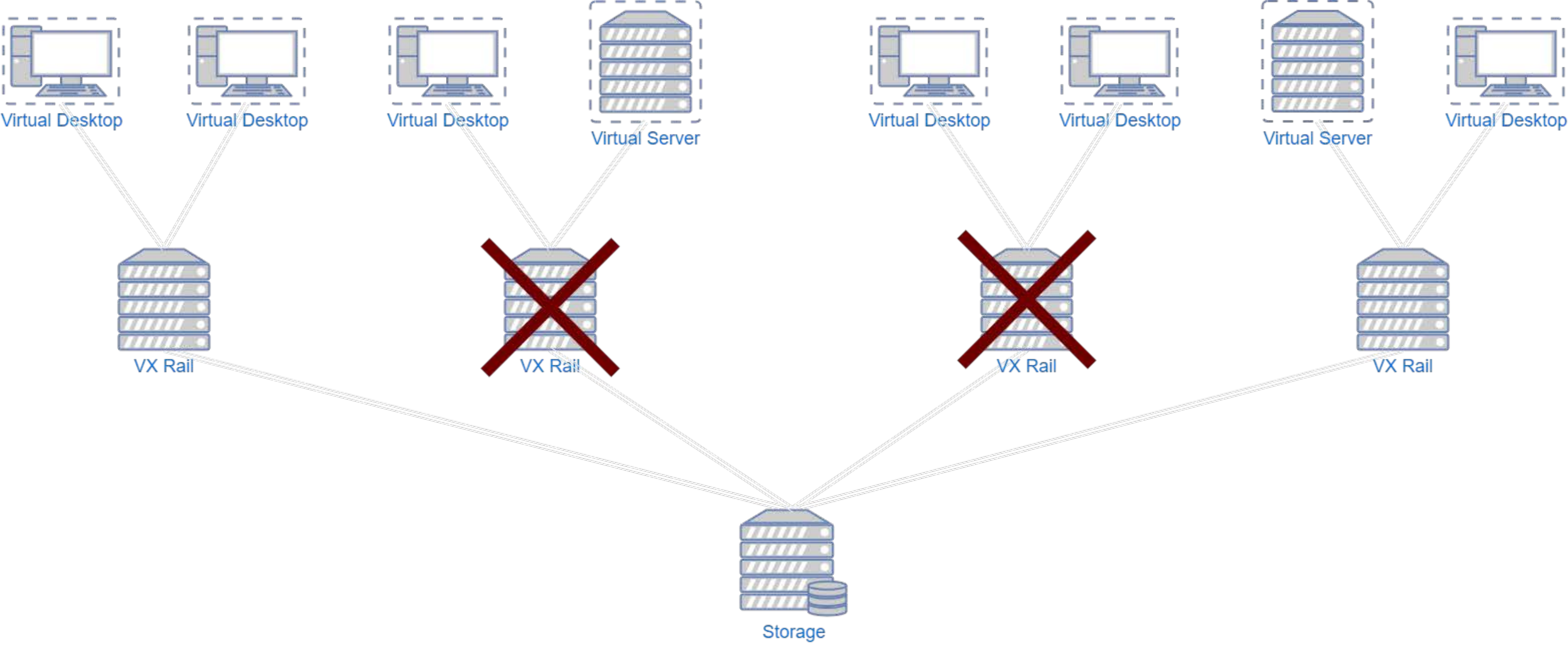
Server Cluster Diagram

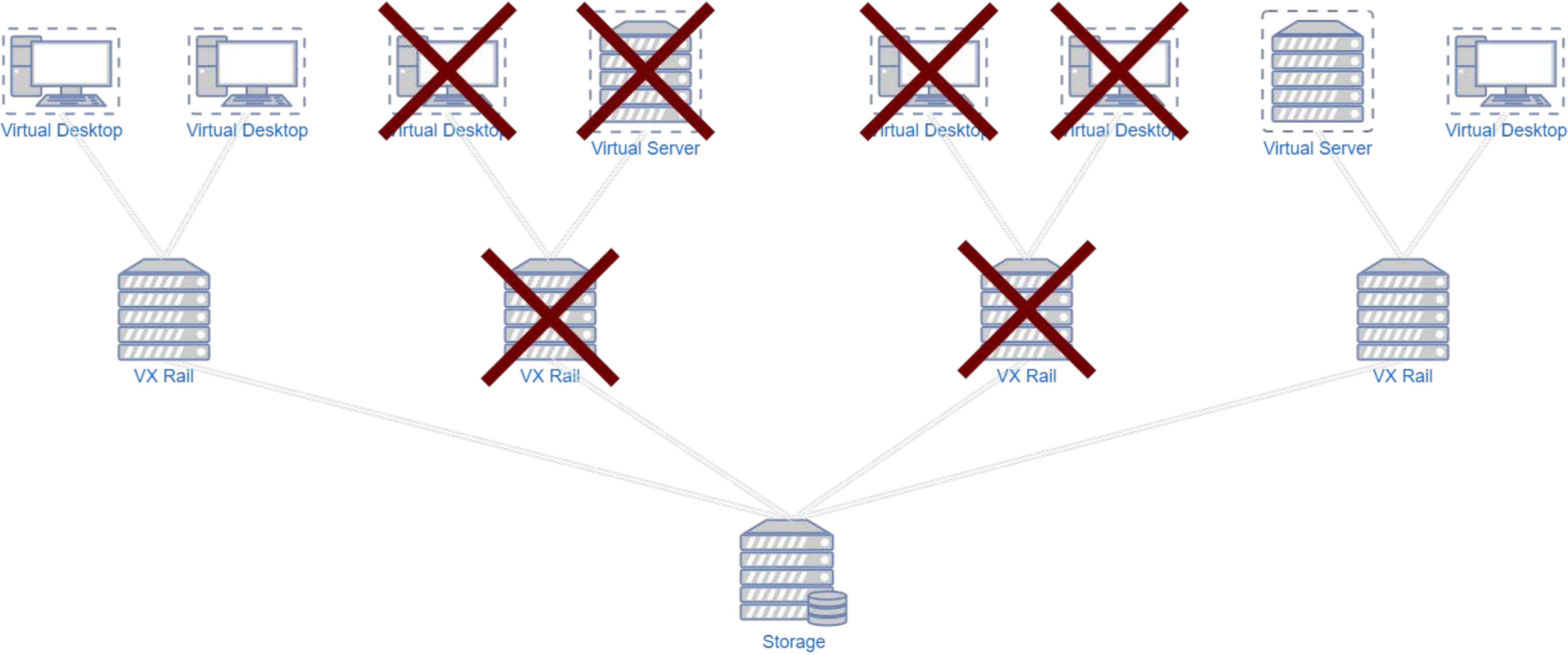
Server Cluster Impact Diagram

Dell Tax Exempt Lease Purchase

Exhibit A

Exhibit B







TAX EXEMPT LEASE PURCHASE

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE <b>CITY OF CORTEZ, COLORADO</b>	LEASE TERM (MONTHS)  60	ANNUAL RENT PAYMENT(S)  <b>\$47,399.39</b>  Principal and Interest components as set forth on Exhibit B ^Subject to Applicable Tax	TRANSACTION PROCESSING FEE  \$0
DBA NAME (IF ANY)	TYPE OF ENTITY  State Government	FINANCING TERMS  <b>Product Cost:</b> 211,057.95 <b>Shipping Charges:</b> \$0 <b>Transaction Processing Fee:</b> \$0 <b>Total On Lease:</b> 211,057.95  RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE * Shipping Charges are included in the Rent Payment as shown above ** Upfront Tax is included in the Rent Payment as shown above	
BILLING ADDRESS: 110 WEST PROGRESS CIR CORTEZ CO 81321-8877 US			
PRODUCT LOCATION  SEE EXHIBIT A		TOTAL PRINCIPAL AMOUNT FINANCED  SEE EXHIBIT B	
GENERAL PRODUCT DESCRIPTIONS/SUPPLIER  SEE EXHIBIT A		END OF LEASE PURCHASE OPTION  TAX EXEMPT LEASE PURCHASE (TELP)	

TBD FEDERAL EMPLOYER IDENTIFICATION #

**TERMS AND CONDITIONS OF LEASE**

**1. Lease; Acceptance and Commencement; Term; Rent:** We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Exhibit A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 5) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at [www.dell.com](http://www.dell.com). If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent year (or the following day of the subsequent year if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

**2. Funding Intent; Nonappropriation of Funds:** You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

**3. Representations, Warranties and Covenants:** You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (g) the total cost of the Products will not be less than the total Principal Portion of the Rent listed in this Lease; (h) the Products have or will be ordered within six months of the date hereof in order to commence the Lease; (i) the Products are expected to be delivered



and installed, and the Seller fully paid, within one year from the date hereof; (j) no fund or account which secures or otherwise relates to the Rent has been established; (k) you will not sell, encumber or otherwise dispose of any property comprising this Lease prior to the final maturity or termination of this Lease without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (l) you agree to execute, deliver and provide us with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Lease, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (m) Rent under this Lease will be paid from your periodic appropriations deposited into your general fund, such appropriations will equal the Rent due during each Fiscal Period, and all Rent payments will be from an appropriation made during the same Fiscal Period in which such Rent payment is made; and (n) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (n) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us. We hereby give notice to you that upon execution of this Lease, we will assign all of our right, title and interest in, to and under this Lease, including all Products and all payments owing under this Lease to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between us and DEF. You acknowledge and consent to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. You should continue to make any and all payments under this Lease directly to us, as servicing agent for DEF unless and until we notify you otherwise.

**4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.**

**5. Selection and Ordering of Products:** You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

**6. Location; Use; Alterations; Inspection:** You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

**7. Title; Quiet Enjoyment; Personal Property; Filing:** You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

**8. Loss or Damage:** From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

**9. Insurance:** For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

**10. Taxes:** You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

**11. Return:** In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

**12. Purchase Option:** If no Default exists under the Lease and upon satisfaction of all of your payment obligations, you will have the option at the end of the Lease Term to purchase our interest in all (but not less than all) of the Products **"AS-IS-WHERE-IS"**, without any warranty whatsoever, and the Lease and our security interest in the Products will terminate. As continuing security for your obligations until all such payments are made, you grant to us a first-priority security interest in all of your rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

**13. Assignment:** **YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

**14. Default:** Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

**15. Remedies:** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

**16. Indemnity:** To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

**17. Miscellaneous:** You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

**BY SIGNING THIS LEASE:** (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

LESSEE CITY OF CORTEZ, COLORADO		US/DFS Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINT NAME AND TITLE		PRINT NAME AND TITLE	
	DATE		DATE

Number ABTQ16125-01  
Date Jan 24, 2024  
Expires Feb 12, 2024  
Terms DFS LEASE

Prepared For	Ship To	Account Executive
City of Cortez Shay Allred sallred@cortezco.gov	City of Cortez Shay Allred 123 Roger Smith Avenue Cortez,CO 81321	Barb Adkison 405-246-8011 badkison@abtechttechnologies.com

Qty	Part No.	Description	Unit Price	Ext. Price
<i>** Customer intends that this order be financed by Dell Financial Services (DFS) under the additional terms and conditions of the lease between Customer and DFS. The DFS lease will not be a duplicate order.</i>				
2	800-BBCF	Futuristic Order Flag SKU - 3/22/24		
2	210-BDZY	PowerEdge R760 Server		
2	461-AAIG	Trusted Platform Module 2.0 V3		
2	404-BBFB	2.5" Chassis with 8 Universal Drive Slots (SAS/SATA/NVME), Front PERC 11, 2 CPU		
2	338-CHTG	Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 38M Cache, Turbo, HT (185W) DDR5-4800		
2	338-CHTG	Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 38M Cache, Turbo, HT (185W) DDR5-4800		
2	379-BDCO	Additional Processor Selected		
2	379-BFFD	No HBM		
2	412-ABCP	Heatsink for 2 CPU configuration (CPU greater than 165W)		
2	370-AAIP	Performance Optimized		
2	370-AHCL	4800MT/s RDIMMs		
2	780-BCDS	Unconfigured RAID		
2	405-AAZB	PERC H755 SAS Front		
2	750-ADWP	Front PERC Mechanical Parts, rear load		
2	384-BBBL	Performance BIOS Settings		
2	800-BBDM	UEFI BIOS Boot Mode with GPT Partition		
2	750-ADRE	High Performance Fan x6		
2	450-AJHG	Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode		
2	330-BBXY	Riser Config 2, 2x8 FH Slots (Gen4), 4x8 FH Slots (Gen5), 2x16 LP Slots (Gen4)		
2	329-BJLR	Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above)		
2	528-CTID	iDRAC9, Datacenter 16G		
2	528-CTZH	OpenManage Enterprise Advanced Plus		
2	540-BCCO	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0		
2	540-BDOW	LOM Blank		
2	470-AEYU	No Cables Required		
2	321-BHMY	Dell Luggage Tag		
2	325-BEVI	PowerEdge 2U Standard Bezel		
2	403-BCRZ	BOSS-N1 controller card + with 2 M.2 960GB (RAID 1)		
2	470-AFMF	BOSS Cables and Bracket for R760 (Riser 1)		
2	350-BBYX	No Quick Sync		
2	379-BETF	iDRAC9 Legacy Password for OCP cards		
2	379-BCQX	iDRAC Service Module (ISM), NOT Installed		
2	379-BCQY	iDRAC Group Manager, Disabled		
2	634-BWZG	VMware ESXi 7.0 U3 Embedded Image (License Not Included)		
2	605-BBFN	No Media Required		
2	770-BDRQ	Cable Management Arm, 2U		
2	770-BEKK	ReadyRails Sliding Rails		
2	750-ACOM	Fan Foam, HDD 2U		
2	631-AACK	No Systems Documentation, No OpenManage DVD Kit		
2	340-DCEP	PowerEdge R760 Shipping		
2	340-DJQY	PowerEdge R760 Shipping Material		
2	343-BBSU	PE R760 No CCC or CE Marking		
2	886-5641	ProSupport 7x24 Technical Support and Assistance 5 Years		
2	886-5650	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years		
2	886-5653	Dell Hardware Limited Warranty Plus On-Site Service		
32	370-AGZR	64GB RDIMM, 4800MT/s Dual Rank		

Qty	Part No.	Description	Unit Price	Ext. Price
2	400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD		
4	492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America		
2	540-BDGV	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2		
<b>SubTotal</b>				\$41,418.02
2	210-APHQ	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, IO to PSU air, 2x PSU		
2	343-BBLP	Dell EMC S52XX-ON Series User Guide		
2	634-BRWJ	OS10 Enterprise, S5224F-ON		
2	634-BYIJ	OS10 SmartFabric Services		
2	818-4983	Dell Hardware Limited Warranty 1 Year		
2	818-4996	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year		
2	818-4998	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended		
2	818-5018	ProSupport:7x24 HW/SW Technical Support and Assistance, 5 Years		
2	975-3461	Dell Limited Hardware Warranty Extended Year(s)		
2	825-8624	Certified Deployment Partner T2		
2	848-8539	5 Years ProSupport OS10 Enterprise Software Support-Maintenance		
4	407-BCZR	Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		
2	470-ABOU	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter		
16	470-BBCX	Dell Networking, Cable, SFP28 to SFP28, 25GbE,Passive Copper Twinax Direct Attach Cable, 3 Meter		
16	470-BBDD	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter		
4	470-ACMF	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 3 Meter		
2	450-AASX	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		
2	450-AASX	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		
2	800-BBCF	Futuristic Order Flag SKU		
<b>SubTotal</b>				\$20,848.80
1	210-AXXJ	PowerStore 500T Customer Rack		
1	370-AFXQ	192GB Appliance DIMM 96GB Per Node		
1	528-BTZK	PowerStore Base SW		
1	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR		
1	450-AKHM	Dual 1450W (200-240V) HIGH Line Only Power Supply		
1	343-BBMR	BASE UNIT CONFIG KIT		
1	876-3336	Dell Hardware Limited Warranty		
1	876-3449	ProSupport 7x24 Technical Support and Assistance 5 Years		
1	876-3587	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years		
1	876-3622	ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended		
1	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year		
1	825-8624	Certified Deployment Partner T2		
10	400-BGGP	P1 25X2.5 NVME SED SSD 7.68TB		
10	828-4834	ProSupport: Next Business Day On-Site Medium Capacity SSD Add-On, 5 Years		
<b>SubTotal</b>				\$111,658.33
64	VSP-PL-TD-TL-5P-C	VMware vSphere Foundation Commit Core 5 Year PrePaid	\$580.20	\$37,132.80

SubTotal:	\$211,057.95
*Tax:	\$0.00
*Shipping:	\$0.00
<b>Total:</b>	<b>\$211,057.95</b>

**\*Taxes and shipping are an estimate and may differ from the final invoice. Price reflects a cash discount. To use an alternative payment method, contact your account executive.**

Any order based on the above quotation, statement of work, or proposal is subject to Abtech's Terms and Conditions of Sale ("Terms") effective the date of execution of order and are incorporated by reference as if fully set herein as a full and binding part of the order. Terms are available at: <http://www.abtechttechnologies.com/s/Abtech-terms-and-conditions.pdf> and may be sent by mail or fax upon request. Client agrees to have read and intends to be bound by Abtech's Terms by executing an order with Abtech. Client agrees that the order is executed when (a) both parties physically or digitally sign an agreement; (b) both parties (or optionally Client only at Abtech's discretion) electronically sign via a purchasing portal or website an order; or (c) Abtech accepts a transactional document (eg. purchase order, purchase requisition, etc.) that explicitly reference the quotation, Service Order, proposal, Agreement, or Addendum and terms and conditions thereof. Abtech limits acceptance to the Terms and objects to any additional or different terms in the Purchase order or other forms of acceptance. Some products and services, including but not limited to maintenance, StorTrust, hosting, and managed services have an additional Master Service Agreement ("MSA") and service specific Addendum which are in addition to Abtech's Terms and are likewise incorporated by reference as if fully set herein as a full and binding part of the order. By purchasing and using the StorTrust S3 Cloud Archive, Client unconditionally agrees to the StorTrust S3 Cloud Archive Agreement located at <https://www.abtechttechnologies.com/s/StorTrust-Cloud-Archive-Agreement.pdf>



## Dell Financial Services

**CITY OF CORTEZ, COLORADO  
Amortization Schedule  
810-9014388-001  
Exhibit B**

*\*DLED is DFS' Leased Equipment Discount applied directly to the Principal amount only, and is only available from DFS when a customer leases the Products with DFS.*

**Commencement Date TBD**

<b>Total Financed Amount</b>	\$211,057.95				
<b>DLED*</b>	(\$3,820.15)				
<b>DUE DATE</b>	<b>PAYMENT #</b>	<b>PAYMENT AMOUNT</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>UNPAID BALANCE</b>
TBD	1	\$ 47,399.39	\$ 47,399.39	\$ -	\$ 189,597.56
TBD	2	\$ 47,399.39	\$ 35,894.98	\$ 11,504.41	\$ 142,198.17
TBD	3	\$ 47,399.39	\$ 38,478.53	\$ 8,920.86	\$ 94,798.78
TBD	4	\$ 47,399.39	\$ 41,248.03	\$ 6,151.36	\$ 47,399.39
TBD	5	\$ 47,399.39	\$ 44,216.87	\$ 3,182.52	\$ -





CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

Vern Knuckles  
Chief of Police  
608 N. Park Street  
Cortez, CO. 81321  
vknuckles@cortezco.gov

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** Lori Millich, Administrative Secretary/Police

**Date:** February 1, 2024

**RE:** Intergovernmental Agreement for Dispatch Services

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### DISCUSSION

The City of Cortez has been utilizing dispatch services from the Dispatch Center since its inception. The IGA improves police, fire, and emergency medical service communications. To continue participating in and operating the Dispatch Center, the City is required to sign an IGA annually.

### BACKGROUND

The City Attorney and the County Attorney participated in the drafting of the IGA, and it has been circulated to the eleven participating governmental entities for approval.

### RECOMMENDATION

Staff recommends that Council approve the Intergovernmental Agreement for Dispatch Services for the year 2024, and authorize the Mayor Pro-tem to sign the agreement.

### MOTION

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

I move that City Council approve the Intergovernmental Agreement for Dispatch Services for the year 2024, and authorize the Mayor Pro-tem to sign the agreement.

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### Attachments

IGA

## **INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the County of Montezuma, Colorado, the City of Cortez, Colorado, the Town of Mancos, Colorado, the Cortez Fire Protection District, the Dolores Fire Protection District, the Mancos Fire Protection District, the Lewis-Arriola Fire Protection District, the Pleasant View Fire Protection District, Montezuma County Hospital District, the County of Dolores, Colorado, and the US Department of Interior, National Park Service, Mesa Verde National Park (collectively the “Member Jurisdictions” or the “Parties,” and individually as a “Party”).

### **RECITALS**

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, and Part 2 of Article 1, Title 29, Colorado Revised Statutes, encourage and authorize Colorado state and local governments to cooperate and contract with one another, and with the government of the United States, to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Member Jurisdictions, all located in Montezuma and/or Dolores Counties in Colorado, including multi-jurisdictional representation from law enforcement, fire, emergency medical services, and bodies politic, believe that a user group will provide the most cost-efficient and effective emergency dispatch services throughout the areas served by the Member Jurisdictions; and

WHEREAS, the Member Jurisdictions and residents of Montezuma and Dolores Counties would benefit in terms of enhancement of life safety and efficiency of service from the Member Jurisdictions entering into this consolidated intergovernmental agreement to provide services for the various Member Jurisdictions (this "Agreement"); and

WHEREAS, the Member Jurisdictions wish to enter into and comply with this Agreement for the purpose of operating and managing a dispatch center to be located inside the City of Cortez Police Department (the “Dispatch Center”); and

WHEREAS, entering into and compliance with this Agreement will provide improved police, fire, and emergency medical service communications, within the boundaries of the Member Jurisdictions; and

WHEREAS, as part of this endeavor, the Montezuma County Board of County Commissioners, acting as the Montezuma County Emergency Telephone Authority (the “E-911 Authority”), shall continue to be responsible for an E-911 related emergency telephone system.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## **I. GENERAL PROVISIONS**

The Parties agree to support the Dispatch Center and will establish a user group. The Dispatch Center shall provide emergency dispatch services throughout the service area that the Member Jurisdictions serve (the "Dispatch Services"). The operation of the Dispatch Center shall be set forth in this Agreement.

## **II. THE DISPATCH CENTER USER GROUP**

A. User Group Members. A user group of the Dispatch Center is hereby established (the "User Group"), and it shall consist of individuals appointed by each of the eleven (11) Member Jurisdictions (the "UG Members"). Each UG Member shall be appointed by the governing board, council, or authorized agency or department of their respective Member Jurisdictions, and their appointment shall be accomplished by resolution or other applicable formal action. On or before the Effective Date, a written confirmation of the appointment of each UG Member shall be submitted by each Member Jurisdiction along with this Agreement bearing the signature of an authorized signatory of the Member Jurisdiction.

B. Administrative Representative. Under Section V, Subsection (E) herein, the City of Cortez (the "City") commits to providing support staff and administrative services necessary to accomplish the Dispatch Services at the Dispatch Center. So long as the City continues to provide such support services, the City of Cortez City Council may appoint an administrative representative with voting privileges to serve as the twelfth UG Member on the User Group. In the event, another Member Jurisdiction assumes the City's obligation to provide support staff and administrative services for the Dispatch Center, that Member Jurisdiction may appoint its own administrative representative with voting privileges to serve as the twelfth UG Member on the User Group.

## **III. RULES AND REGULATIONS OF THE USER GROUP**

The User Group will recommend to the Cortez Police Chief supplementary rules and regulations governing the operation of the Dispatch Center as it deems appropriate, provided the supplementary rules and regulations comply with this Agreement. The Cortez Police Chief shall have the sole discretion to adopt and implement any recommended rules and regulations.

## **IV. POWERS OF THE USER GROUP**

A. Dispatch Services. The purpose of the Dispatch Center, located at 608 N Park St., Cortez, Colorado 81321, is to provide the Dispatch Services throughout the areas in which the Member Jurisdictions provide services. The User Group shall make recommendations and provide service performance information to the Cortez Police Chief.

B. Dispatch Reports. Member Jurisdictions shall receive quarterly management reports on or before fifteen (15) days prior to the quarterly meeting of the User Group. The reports shall consist of financial, personnel, and operational information relating to the operation of the Dispatch Center (the "Dispatch Reports"). The Dispatch Reports shall contain the following information, generated



by the computer-aided dispatch system and such other sources as the City deems appropriate, for each call dispatched: incident location, time call received, notification time, en-route time, time of arrival at the scene, and time back in service.

C. Ownership of Records and Data. All records of the Dispatch Center relating to specific calls dispatched, including electronically stored data, geographic information system ("GIS") data, computer-aided dispatch ("CAD") data, and audiotapes, shall be owned by the particular Member Jurisdiction(s) for which the specific call was dispatched. Copies of any such records belonging to a particular Member Jurisdiction may be made at that Member Jurisdiction's request and shall not be disposed of without prior authorization from or in compliance with a retention schedule adopted by the Cortez Police Chief, which retention schedule shall comply with all applicable laws and regulations.

i. Access to Data. Each Member Jurisdiction shall have access to all data and audio recordings maintained by the Dispatch Center for internal analysis and criminal investigations. It is the responsibility of each Member Jurisdiction to provide any criminal justice records for case filing purposes directly to the respective court or prosecutor involved in a particular case.

ii. Records Request. Any records released must be records specific to only the Member Jurisdiction requesting the record. One Member Jurisdiction may not request records of another Member Jurisdiction without the express written consent of that other Member Jurisdiction, and such written consent shall be submitted with the request for records.

iii. Colorado Open Records Act. Records owned, created, or maintained by the Dispatch Center shall be subject to the provisions and limitations of the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, et seq., and any applicable federal records laws and regulations.

## **V. ADMINISTRATION**

A. User Group. It is the overriding and critical desire of all the Member Jurisdictions to ensure that all the Parties maintain a strong and united working relationship. To accomplish that objective, the Parties shall form the User Group, which shall be comprised of a representative from all Member Jurisdictions (the "UG Members"). The Cortez Police Chief, upon the request of any UG Member, or at the Cortez Police Chief's discretion, may call a meeting of the User Group upon seventy-two-hour's prior written notice to all UG Members. Email correspondence from a UG Member may be used to satisfy the written notice requirement.

i. Operating Procedures. The User Group shall review Standard Operating Procedures and Dispatch Performance Standards for the Dispatch Center. Recommendations of the User Group shall be presented to the Cortez Police Chief.

ii. Personnel Matters. The User Group shall review employee regulations and make staff performance recommendations concerning the Dispatch Center employees to the

Cortez Police Chief. The Cortez Police Chief, or his designee through his City of Cortez chain of command, shall be solely responsible for all employment decisions relating to employees of the Dispatch Center, including, without limitation, management, discipline, and promotions.

iii. Dispute Resolution. The User Group will conduct a preliminary discussion of all unresolved disputes between Member Jurisdictions, Dispatch Center employees, or other issues relating to the operation of the Dispatch Center, and based upon such discussions, the User Group shall make recommendations to the Cortez Police Chief.

iv. Matters of Concern. The User Group will be the proper forum for discussion amongst the Parties of other matters of concern any Party may have concerning the operation of the Dispatch Center and the implementation of this Agreement.

B. Capital Equipment Purchases. It may be necessary to purchase hardware, software, and other equipment to operate the Dispatch Center and provide the Dispatch Services. As part of this endeavor, the E-911 Authority shall continue to be responsible for the 911 Surcharge.

The Party that purchased any personal property or equipment to be used in the Dispatch Center shall continue to own such property or equipment unless that Party transfers ownership to another Member Jurisdiction in writing. All purchases must be made in compliance with the Dispatch Center operating budget and the 911 Surcharge budget, with purchasing procedures approved by the Cortez Police Chief, the User Group, and the 911 Authority.

C. Annual Budget. The Annual Budget shall be based upon an analysis of actual expenses and revenues from the previous year, which shall be prepared annually by the Cortez Police Chief and City of Cortez Finance Director. A final and updated budget request shall be reviewed annually by the User Group per Section V(C)(iii).

The costs allocated to each Member Jurisdiction shall be outlined in the annual budget, which shall be prepared by the Cortez Police Chief. The User Group shall have the opportunity to review and provide comments concerning the annual budget to the Cortez Police Chief. The annual budget shall include an estimate of the operational costs for each Member Jurisdiction based on each Member Jurisdiction's percentage of total calls for service. The billing statement shall reflect each Member Jurisdiction's use of the Dispatch Center as a percent of all Member Jurisdictions' total usage for the preceding year. Billings to Member Jurisdictions shall be based upon the percentage of calls each Member Jurisdiction incurred in the prior year, and there shall not be any minimum billing for any Member Jurisdiction.

i. Preliminary Budget. An initial preliminary operation and capital budget for Dispatch Services ("Preliminary Budget") for the next fiscal year shall be presented by the Cortez Police Chief to the User Group on or before August 31<sup>st</sup> of each year.

ii. Recommended Budget. No later than September 30<sup>th</sup> of each year, each Member Jurisdiction shall present the Preliminary Budget to their respective governing board, council, or entity for comment.

iii. Final Requested Budget. The final requested budget for Dispatch Services (“Final Budget Request”), containing the recommendations from the Member Entities’ governing boards, councils, or entities, and the User Group, shall be presented by the Cortez Police Chief to the City of Cortez Finance Director no later than October 15<sup>th</sup> of each year. The Cortez City Council will consider the Final Budget Request as part of its annual process for adopting the City of Cortez budget by December 31<sup>st</sup> of each year.

iv. Purchasing Considerations. The User Group shall review and recommend purchases not included in the Final Budget Request to the Cortez Police Chief for equipment and services necessary to provide the Dispatch Services. Purchases to be made by the E-911 Authority shall not be subject to review by the User Group.

D. Employees. The User Group shall have the authority to make recommendations to the Cortez Police Chief on the performance and service standards of the Dispatch Center personnel. The User Group may select participants to an oral board and any other board or committee as requested by the Cortez Police Chief.

E. Administrative Services. The City of Cortez shall provide support staff and administrative services for the Dispatch Center. An appendix of services to be provided shall be attached hereto and incorporated herein as **Exhibit A**. On or before August 31<sup>st</sup> annually, the City of Cortez shall inform the User Group of the total cost of administrative services incurred by the City of Cortez in the prior year, which amount shall constitute the fee for administrative services for the subsequent year (the “Administrative Services Fee”). The portion of the Administrative Services Fee allocated to each Member Jurisdiction shall be based upon each Member Jurisdiction’s total calls for service in the prior year as a percent of all Member Jurisdictions’ total calls for service for the prior year.

F. Joint Meetings. The User Group shall request, at a minimum, one annual joint meeting with the members of the E-911 Authority. The purpose of this meeting shall be to provide operational updates, capital improvement needs, enhance transparency, and foster communication between E-911 Authority and the Dispatch Center.

## **VI. MEETINGS**

A. Annual Meetings. The User Group shall hold an Annual Meeting which shall occur each January on the third Thursday of the month. The User Group shall designate a time and location for the Annual Meeting. If the User Group fails to establish a time and a place, the Annual Meeting shall occur at 3 p.m., and shall be held at the Cortez Police Department, located at 608 N. Park St, Cortez, CO 81321. At the Annual Meeting, the Cortez Police Chief shall be named Chairperson of the User Group. The Cortez Police Chief shall also appoint a co-chair during this meeting.

B. Regular Meetings. During the Annual Meeting, the User Group shall establish a calendar scheduling regular meetings throughout the year, which at a minimum, must occur on a quarterly basis (individually “Regular Meeting,” and collectively “Regular Meetings”). The User Group shall decide the time and location of Regular Meetings by a majority vote of the UG Members

present at the Annual Meeting. In the event, the User Group fails to designate a time and a place for the Regular Meetings, the Regular Meetings shall occur at 3 p.m. on the third Thursday of the month, at least every three months, and shall be held at the Cortez Police Department located at 608 N. Park St, Cortez, CO 81321. The User Group may cancel or reschedule a Regular Meeting by the written agreement of a majority of the UG Members, after written notice of a request to cancel or reschedule has been provided to all of the UG Members no less than seventy-two hours prior to the then currently scheduled Regular Meeting.

C. Notice of Meetings. Written notice for all meetings required by this Agreement shall be given at least 72 hours prior to the meeting. All notices must include the date, time, and place of the meeting and the purpose of the meeting. The Cortez Police Chief shall be responsible for notices of meetings. Any Member Jurisdiction may request a meeting by sending a written request to the Cortez Police Chief.

Where it is not possible or practical for UG Members to be physically present at any scheduled meeting, any UG Member may attend meetings through an electronic communication method by which all participating UG Members may simultaneously hear each other during the meeting.

All business concerning this Agreement shall be conducted only during publicly noticed meetings, which shall be open to the public.

D. Meeting Protocols. Except where more strict requirements are set forth in this Agreement, meetings shall be conducted in accordance with the Colorado Open Meetings Law, C.R.S. § 24-6-402. Minutes of these meetings will be taken and retained on file in the Cortez City Clerk's Office.

E. Quorum for Meetings. In order to conduct business, a quorum of the User Group must be present, either in person or via an electronic communication method referenced in Section VI(C). A quorum shall consist of a minimum of six (6) UG Members.

## VII. BOOKS AND RECORDS

A. Records and Accounts. The City of Cortez Finance Director shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits, or exemptions. Such records shall be posted as part of the City of Cortez's overall financial report to the City of Cortez Web Page, once annual audits are completed.

B. Annual Audit. The books and records of the City of Cortez Dispatch Fund shall be included in the City of Cortez's annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

## VIII. DEFAULT

A. Intent to Terminate. In the event that any Member Jurisdiction fails to pay its share of the operating expenses when due, or fails to perform any of its covenants and undertakings required pursuant to this Agreement, that Member Jurisdiction shall be considered in default. The City of Cortez shall provide written notice of intent to terminate the defaulting Member Jurisdiction's

status as a Member Jurisdiction, and to remove the Member Jurisdiction's UG Member from membership in the User Group. Notice of Default shall be provided to the defaulting Member Jurisdiction's governing board, council, or entity, providing such Member Jurisdiction thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting member shall not be entitled to representation as a Member Jurisdiction on the User Group and shall not receive services from the Dispatch Center.

B. Forfeiture. Except for the E-911 Authority, any Member Jurisdiction that is terminated under the provisions of this Section shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds acquired or held by the User Group to which the Member Jurisdiction may otherwise be entitled to receive upon the dissolution of this Agreement. This Section is not intended to limit the right of any Member Jurisdiction to pursue any and all other remedies it may have for breach of this Agreement.

## IX. TERMINATION OF AGREEMENT

A. Term. This Agreement shall be in full force and effect commencing on the Effective Date of this Agreement, subject to amendments and addendums, for one year. This Agreement may be renewed in one-year increments. The Cortez Police Chief shall send a renewal draft to all UG Members no later than October 1<sup>st</sup> of each year. Member Jurisdictions will provide updated signatory authorization and a copy of the executed Agreement to the Cortez Police Chief no later than December 31<sup>st</sup> of each year.

B. Termination/Withdrawal. Any Member Jurisdiction's participation in this Agreement may be voluntarily terminated and the Member Jurisdiction may withdraw as a Party to this Agreement by written notice from the Member Jurisdiction to the User Group and the Cortez Police Chief at least sixty days prior to December 31<sup>st</sup> of any given year. Upon termination, the terminating Member Jurisdiction shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds, acquired or held by the Dispatch Center. A Member Jurisdiction that terminates/withdraws as a Party to this Agreement shall remain obligated to pay its share of that Member Jurisdiction's annual costs as identified in the Annual Budget, including, without limitation, its share of the Administrative Services Fee identified in Section V(E) of this Agreement, for the then current year and for the year following termination/withdrawal.

C. Dissolution. Upon a vote to disband the Dispatch Center by a majority of the Member Jurisdictions, the powers granted to the User Group under this Agreement shall continue to the extent necessary to make an adequate disposition of the property, equipment, and monies required to fully disband the Dispatch Center and discontinue its operations.

D. Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are expressly contingent upon the annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by any Party, that Party's status as a Member Jurisdiction, and its rights to receive Dispatch Services pursuant to this Agreement shall automatically terminate. This Agreement shall never constitute a debt of any Party as defined by any statutory or constitutional provision.

X. MISCELLANEOUS

A. Notices. Any formal notice, demand, or request provided for in this Agreement, shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, email, or sent by certified mail, postage prepaid to the Member Jurisdictions at the addresses each Member Jurisdiction may provide to the Cortez Police Chief in writing from time to time.

B. Amendments. The Member Jurisdictions may amend this Agreement from time to time. Any such amendment must be in writing and executed by the majority of the Member Jurisdictions.

C. Governing Law and Enforcement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, and the venue for any legal action arising out of this Agreement shall be in the State District Court in Montezuma County, Colorado. If legal action is pursued to enforce or interpret this Agreement, the substantially prevailing Party in such legal action shall be entitled to payment of its court costs and reasonable attorney's fees.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect to the extent possible.

E. Integration. This Agreement constitutes the entire agreement between the Parties, and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

F. No Third-Party Beneficiaries. There are no intended third-Party beneficiaries to this Agreement.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement, and each of their respective successors, assigns, or heirs.

H. Governmental Immunity. Nothing in this Agreement shall be construed or deemed a waiver of any and all rights and immunities of any Party, Director, Officer, or Employee under the Colorado Governmental Immunity Act, codified under C.R.S. Section 24-10-101, *et seq.* Further, nothing in this Agreement shall be construed as an indemnification between and among any of the Parties.

I. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Member Jurisdictions have executed this Agreement as of the Effective Date.

*{SIGNATURES ON FOLLOWING PAGES}*



**THE COUNTY OF MONTEZUMA, COLORADO**

---

Jim Candelaria, Chairman  
Board of County Commissioners

**THE CITY OF CORTEZ, COLORADO**

---

Rachel B. Medina, Mayor

**THE TOWN OF MANCOS, COLORADO**

---

Ellen “Queenie” Barz, Mayor

**THE CORTEZ FIRE PROTECTION DISTRICT**

---

Drew Buffington, President

**THE DOLORES FIRE PROTECTION DISTRICT**

---

Chris Majors, Board President

**THE MANCOS FIRE PROTECTION DISTRICT**

---

Vance Koppenhafer, President

**THE LEWIS-ARRIOLA FIRE PROTECTION DISTRICT**

---

Rick Newby, President

**THE PLEASANT VIEW FIRE PROTECTION DISTRICT**

---

Jeremy Rosenbaugh, President

**THE MONTEZUMA COUNTY HOSPITAL DISTRICT**

\_\_\_\_\_  
Brandon Johnson, President

**THE COUNTY OF DOLORES, COLORADO**

\_\_\_\_\_  
Steve Garchar, Chairman  
Board of County Commissioners

**US DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE,  
MESA VERDE NATIONAL PARK**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

## **EXHIBIT A**

### **APPENDIX OF ADMINISTRATIVE SERVICES**

Pursuant to Section V, Subsection (E) of the Intergovernmental Agreement for Dispatch Services, executed effective \_\_\_\_\_, 2024, the City of Cortez shall provide the following administrative services at no charge to the User Group or the Member Jurisdictions.

a. **Legal Services.** The Cortez City Attorney (“City Attorney”) shall represent the Dispatch Center and its employees in all legal matters and provide legal counsel when requested, subject to any legal conflicts of interest, except for matters that are handled by outside legal counsel retained by the City’s liability insurance carrier, and except for legal matters that require specialized legal training or experience not possessed by the City Attorney. The City Attorney shall not represent individual UG Members or any Member Jurisdiction other than the City of Cortez.

b. **Financial Services.** The City of Cortez Finance Department shall assist the Dispatch Center User Group with usual and normal financial services needed to meet the financial requirements of a public entity that are related to the operation of the Dispatch Center, subject to any conflicts of interest, and except for financial services that require specialized financial training or experience not possessed by the City of Cortez Finance Department.

c. **Human Resources.** The City of Cortez Human Resources Department shall provide all employment-related services necessary to operate the Dispatch Center, including, but not limited to, assisting with employee hiring, employee termination, human resources policy consultation, and personnel issues involving employees of the Dispatch Center, except for conflicts of interest, and except for employment related services that require specialized training or experience not possessed by the City of Cortez Human Resources Department.

d. **Information Technology Services.** The City of Cortez, and Montezuma County (as necessary), Information Technology Department(s) shall provide general information technology services, including routine equipment maintenance. However, any equipment used by the Dispatch Center that requires specific training, expertise, or certification shall be handled by outside services or the equipment manufacturer, and any costs associated for such outside services shall be paid for by the E-911 Authority, and that equipment will remain the property of the E-911 Authority, or paid for by the Dispatch Center Fund, and the cost will be subsequently invoiced by the City of Cortez to the Member Jurisdictions.

e. **Facilities & Maintenance Services.** The City of Cortez General Services Department shall provide services related to the ongoing maintenance and upkeep of the Dispatch Center Facilities. However, any alteration, construction or remodeling of the Dispatch Center that, in the opinion of the City of Cortez, requires specific training, expertise, or certification, not possessed by City of Cortez Staff, shall be handled by outside services supervised by the City of Cortez, and paid for by either the E-911 Authority, for alteration, construction or remodeling related to E-911 Authority equipment, or, for all other alteration, construction or remodeling of the Dispatch Center Facilities, shall be paid for by the Dispatch Center Fund, and subsequently invoiced by the City of Cortez to the Member Jurisdictions.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

Vern Knuckles  
Chief of Police  
608 N. Park Street  
Cortez, CO. 81321  
vknuckles@cortezco.gov

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## Memorandum

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**To:** CORTEZ CITY COUNCIL  
**From:** Lori Millich, Administrative Secretary/Police  
**Date:** February 6, 2024  
**RE:** Omnibus Mutual Aid Agreement

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### DISCUSSION

The County of Montezuma, the Town of Dolores, the Town of Mancos, and the City of Cortez have expressed a mutual interest in the establishment of a Mutual Aid Agreement to facilitate and encourage cooperation and assistance amongst these entities in the event of a Local Emergency or Disaster. The participating entities and/or the constituents they serve face threats to public safety from natural disasters including, but not limited to, floods, fires, windstorms, and snowstorms; possible terrorist actions and weapons of mass destruction, be they conventional, chemical, biological or nuclear; and hazardous materials releases, civil disturbances or other hostile actions. The participating entities recognize that the resources of a participating entity might be strained or overwhelmed if forced to confront the realization of any such threats in isolation and that additional resources, personnel, and equipment beyond those available to any single participating entity might be needed. Such threats to public safety can be best met and mitigated when an orderly assistance plan has been developed before a sudden and immediate need.

### BACKGROUND

The staff of the participating entities have determined that it is in each entity's respective best interest and the best interest of their communities to enter into a mutual aid agreement to create a plan to foster communications and the sharing of resources, personnel, and equipment in the event of such disasters.

### FISCAL IMPACT

None.

### RECOMMENDATION

Staff recommends that City Council approve the Omnibus Mutual Aid Agreement and that the Mayor Pro-tem be authorized to sign the agreement.

### MOTION

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

I move that City Council approve the Omnibus Mutual Aid Agreement and that the Mayor Pro-tem be authorized to sign the agreement.

---

### Attachments

Agreement

## OMNIBUS MUTUAL AID AGREEMENT

**THIS OMNIBUS MUTUAL AID AGREEMENT** is made and entered into by and between **Montezuma County, Colorado**, a political subdivision of the State of Colorado (the “County”), **Town of Dolores, Colorado**, a Colorado statutory municipality (“Dolores”), **Town of Mancos**, a Colorado statutory municipality (“Mancos”), and **City of Cortez, Colorado**, a Colorado home rule municipality (“Cortez”), to enable the County, Dolores, Mancos, and Cortez to provide emergency assistance to one another during times of emergency or the occurrence of a disaster.

### I. RECITALS

A. The County, Dolores, Mancos, and Cortez (each a “Participating Entity” or collectively the “Participating Entities”), having affixed their respective authorized signatures hereto, have expressed a mutual interest in the establishment of an Omnibus Mutual Aid Agreement to facilitate and encourage cooperation and assistance amongst themselves in the event of a Local Emergency or Disaster, as defined herein; and

B. Agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado and federally recognized Tribal Nations are specifically authorized by C.R.S. § 29-1-203 and other sections of the Colorado Revised Statutes; and

C. The Participating Entities and/or the constituents they serve face threats to public safety from (i) natural disasters including, but not limited to floods, fires, windstorms, and snowstorms; (ii) possible terrorist actions and weapons of mass destruction, be they conventional, chemical, biological or nuclear; and (iii) hazardous materials releases, civil disturbances or hostile military or paramilitary actions; and

D. The Participating Entities recognize that the resources of a Participating Entity might be strained or overwhelmed if forced to confront the realization of such threats in isolation and that additional resources, personnel, and equipment, beyond those available to any single Participating Entity might be needed. Therefore, such threats to public safety can be best met and mitigated where an orderly plan for assistance has been developed prior to a sudden and immediate need; and

E. The Participating Entities seek to have a mutual aid agreement that ensures eligibility of costs under the Emergency Management Assistance Compact and consistent with FEMA Disaster Assistance Policy DAP9523.6; and

F. The Participating Entities have determined that it is in their respective best interest and the best interest of their constituents to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by and between the Participating Entities as follows:

**Section 1. Definitions.**

Agreement. Means this Omnibus Mutual Aid Agreement.

Assistance Costs. Means any expenses that extend beyond the first four (4) hours (usual and customary costs) incurred by the Assisting Party in providing any asset requested. Unless agreed to otherwise by the Requesting Party and the Assisting Party, after four (4) hours, the Requesting Party shall be responsible for all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the Assisting Party agrees to provide resources by mobilizing the same.

Assisting Party(ies). Means the Participating Entity furnishing equipment, services and/or personnel to the Requesting Party under this Agreement.

Authorized Representative. Means the County Manager for the County, the Town Manager for Dolores, the Town Administrator for Mancos, and the City Manager for Cortez, and the chief executive of any subsequent entity that becomes a Participating Entity pursuant to the Agreement, or their respective designees authorized in writing to request, offer or provide assistance under the terms of this Agreement. The list of titles of authorized representatives for the Participating Entities executing this Agreement shall be attached hereto as Exhibit A and shall be updated as needed by each Participating Entity by means of a written notification to the Emergency Manager, Montezuma County Office of Emergency Management, 109 West Main, Suite 115, Cortez, CO 81321.

Disaster or Local Emergency. Means any occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the jurisdictional boundaries of any of the Participating Entities, or in the jurisdictional boundaries of any subsequent Participating Entity, and any other form of occurrence or threat set forth in C.R.S. § 24-33.5-703, as the same may be amended from time to time, or an emergency or major disaster as defined in 44 C.F.R. §206.2(a)(9) and (17), respectively.

Participating Entity(ies). Any county, municipality, township or other political subdivisions of the State of Colorado or federally recognized Tribal Nation or interlocal public agency of the State of Colorado, or political subdivision thereof, who is or may hereafter become a party to this Agreement by executing a copy of this Agreement and



providing a copy with original signatures and the authorizing resolutions to every other Participating Entity.

Requesting Party(ies). The Participating Entity requesting aid in the event of a Disaster or Local Emergency.

#### **Section 4. Procedures.**

A. *Request for Aid.* When a Participating Entity becomes affected by a Disaster or Local Emergency or requires assistance in preventing, mitigating or recovering from incidents, Local Emergencies or Disasters, an authorized representative may invoke emergency-related mutual aid assistance under this Agreement by orally communicating a request for mutual aid assistance to an Assisting Party, followed as soon as practicable or within thirty (30) days written confirmation of said request. A Participating Entity shall not request mutual aid unless the Requesting Party deems resources available within the jurisdiction of the Participating Entity to be inadequate.

B. *Assessment of Availability of Resources and Rendering of Assistance.* When contacted by a Requesting Party with a request for mutual aid assistance, a Participating Entity shall assess its situation to determine available personnel, equipment and other resources that might be available for purposes of rendering aid or assistance. A Participating Entity shall be excused from making its resources available or continuing to make its resources available to the Requesting Party if a need for the resources exists or arises within the territorial area or jurisdiction of the Participating Entity or any other jurisdiction. Such decision of availability shall be made by the Participating Entity, and such decision shall be conclusive and in the sole discretion of the Participating Entity. The Participating Entities recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for mutual aid assistance as rapidly as possible, including any notification that the requested assistance is not available.

C. *Supervision and Control.* The personnel, equipment and resources of any Assisting Party shall be and remain under operational control of the Requesting Party, but the Participating Parties adopt and agree to utilize a local incident management system incorporating the functions, principles and components of the Incident Command System. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign, through the unified command system, operational work tasks to the supervisory personnel of the Assisting Party for performance by the Assisting Party's personnel, equipment and resources. The designated supervisory personnel of the Assisting Party shall have the initial responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, subject to consultation with the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time. The Requesting Party shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise by the Requesting Party and the Assisting Party. Participating Parties shall ensure that Equipment is used only by properly trained and supervised operators. All Equipment is provided "as is," with no representations or warranties as to its fitness for particular purpose.

**Section 3. Personnel.**

A. *Qualifications.* Assisting Parties shall ensure that loaned personnel have the ability, skill and certification necessary to perform the work required and shall disclose the qualification(s) and training level of personnel identified to provide assistance to the Requesting Parties.

B. *Rights and Privileges.* Whenever the employees of a Participating Entity are rendering aid outside the area of their normal jurisdiction as an Assisting Party pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by the Participating Entity regardless of where serving. For employees that are police officers or deputy sheriffs, workers compensation coverage shall be as structured in C.R.S. § 29-5-109, if the request meets the requirements of C.R.S. § 29-5-103-108. In all other situations, each Participating Entity shall maintain workers compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Participating Entity waives the right to sue any other Participating Entity for any workers compensation benefits paid to its own employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participating Entity or its officers, employees or volunteers.

C. *Independent Contractor.* Employees of an Assisting Party shall, at all times while providing assistance, continue to be employees of the Assisting Party and shall not be deemed employees of a Requesting Party for any purposes. Wages, hours and other terms and conditions of employment of the Assisting Party shall remain applicable to all of its employees who provide assistance. An Assisting Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Section 6.

**Section 4. Equipment.**

A Requesting Party shall take proper precaution in its operation, storage and maintenance of an Assisting Party's equipment. An Assisting Party's costs related to the transportation, handling and loading/unloading of equipment shall be borne by the Requesting Party unless mutually agreed upon otherwise. The Assisting Party shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for the Assisting Party's employees who perform such services.

**Section 5. Record Keeping.**

Time sheets and/or daily logs showing hours worked and equipment and materials used

or provided by an Assisting Party shall be recorded on a shift-by-shift basis by the Assisting Party and/or the loaned employee(s) and shall be provided to the Requesting Party as needed. If no personnel are loaned, the Assisting Party shall provide shipping records for materials and equipment and the Requesting Party shall be responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Requesting Party remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement. However, each Assisting Party agrees to exercise its best effort to ensure that it provides the documentation necessary for the Requesting Party to obtain reimbursement under federal law and FEMA's Disaster Assistance Policy, if applicable.

**Section 6. Payment for Services and Assistance.**

When a request for assistance is made, the Requesting Party and the Assisting Party will determine if reimbursement for services or assets will be requested. Payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Requesting Party and the Assisting Party will agree no reimbursement is necessary.

When the amount of reimbursement has been negotiated and agreed upon, the Requesting Party shall pay the Assisting Party for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Assisting Party's invoice. If such timing presents a hardship, the Requesting Party can make a request to the Assisting Party to revise the payment timeframe.

**Section 7. Liability.**

A. *Requesting Party Obligations to Mitigate Expense.* Pursuant to Article XI, Section 1, and Article X, Section 20(4), of the Colorado Constitution, the Participating Entities, and other local and state governmental entities in Colorado, are prohibited from indemnifying other persons or entities. The Participating Parties acknowledge that to the fullest extent permitted by applicable law, when a Requesting Party requests mutual aid assistance pursuant to this Agreement, the Requesting Party shall take all actions necessary to ensure that the Assisting Party, and its elected officials, employees and agents, do not suffer expenses or costs of any kind arising directly or indirectly from, on account of, or in connection with providing assistance to the Requesting Party, whether arising before, during or after performance of the assistance and whether suffered by any of the Participating Entities or any other person or entity.

B. *Activities in Bad Faith or Beyond Scope.* No Requesting Entity shall be required under this Agreement to mitigate the expenses and costs of an Assisting Party that arise directly or indirectly from, on account of, or in connection with activities of the Assisting Party's elected officials, employees or agents acting in bad faith or performing activities beyond the scope of their training or duties, while providing mutual aid

assistance pursuant to this Agreement.

C. *Governmental Immunity.* Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Participating Entity afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing or hereafter amended.

## **Section 8. Participation.**

A. *Voluntary Nature.* Participation in this Agreement is voluntary. Execution of this Agreement therefore is not legally binding on a Participating Entity until such Participating Entity agrees to become a Requesting Party or an Assisting Party in accordance with its terms. Once this Agreement is executed, Participating Entities are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance. No Participating Entity shall be liable to another Participating Entity, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment if applicable.

B. *Role of Authorized Representative.* The Authorized Representative of each Participating Entity shall:

- i. Participate in any meetings convened on the implementation of this Agreement;
- ii. Obtain and communicate to relevant departments of their entity the discussion items and decisions of the meeting as they bear on interoperability among Participating Entities;
- iii. Maintain a copy of this Agreement (including amendments) and a list of the Participating Entities;
- iv. Ensure that the Emergency Manager in the Montezuma County Office of Emergency Management has current emergency contact information for their respective entity;
- v. Notify the Emergency Manager in the Montezuma County Office of Emergency Management in writing upon their entity's termination of participation in this Agreement.

**Section 9. Other Laws.** In the event that an emergency or Disaster impacts a large geographical area that activates either Federal or State emergency laws or is an event that is specifically otherwise addressed by applicable law such as C.R.S. § 29-22-101, *et seq.*, relating to hazardous substance incidents, this Agreement shall remain



in effect until or unless this Agreement conflicts with such Federal and State laws, or is otherwise terminated as provided herein.

**Section 10. Approval.** The approval of this Agreement and the subsequent rendering of mutual aid pursuant to this Agreement by any Assisting Party beyond the political boundary of the Assisting Party is hereby deemed to be approved by the respective executive and legislative governing bodies of the Assisting Party, and such response shall not require further approval by responsible officials of any jurisdiction.

**Section 11. Additional Parties.** Additional governmental jurisdictions may become Participating Parties to this Agreement by approval of their governing bodies and without further consent of those already signatories to this Agreement. However, the joinder of non-governmental entities to this Agreement shall require the consent and signature of each Participating Party to this Agreement.

**Section 12. Term.** This Agreement shall remain in effect, without an annual renewal requirement, subject to the annual appropriation requirements of Article X, Section 20 of the Colorado Constitution, and C.R.S. § 29-1-110, unless terminated by thirty (30) days' advance written notice by a Participating Entity in its sole discretion. Notice by a Participating Entity of termination shall only terminate this Agreement as to that Participating Entity; this Agreement shall remain in full force and effect as to all other Participating Entities. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon all other Participating Entities.

**Section 13. Effective Date.** This Agreement shall be in full force and effect upon its execution by the last signatory of the initial Participating Entities, and shall be become effective as to each successive signatory upon the execution by that Participating Entity, with no action being required of the current signatories.

**Section 14. Amendments and Assignment.** Amendments to this Agreement may be made only upon unanimous consent by all current Participating Entities. This Agreement shall be binding upon the successors and assigns of each Participating Entity, except that no jurisdiction may assign any of its rights or obligations hereunder without the prior written consent of two thirds of the other Participating Entities.

**Section 15. Severability, Effect on Other Agreements.** Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, subsection or power invalidated. This Agreement is not intended to be exclusive among the Participating Entities. Any Participating Entity may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

**Section 16. Counterparts.** This Agreement may be executed in counterparts by each Participating Entity on a separate signature page. Copies of signature pages shall be provided by each signatory to each prior Participating Entity, and such copies shall have the full force and effect as if they were originals.

**Section 17. No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Participating Entities or to impose any partnership obligation or liability upon any Participating Entity. Further, no Participating Entity shall have any authority to act on behalf of or as an agent for or to otherwise bind any other Participating Entity.

**Section 18. No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any rights in or duties to any third-party, nor any liability or standard of care with reference to any third-party. This Agreement shall not confer any right, or remedy upon any person other than the Participating Entities.

MONTEZUMA COUNTY  
BOARD OF COUNTY COMMISSIONERS

CITY OF CORTEZ  
CITY COUNCIL

\_\_\_\_\_  
By: Jim Candelaria, Chairman

\_\_\_\_\_  
By: Arlina Yazzie, Mayor Pro-tem

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Kim Percell, Clerk & Recorder

\_\_\_\_\_  
Linda L. Smith, City Clerk

TOWN OF DOLORES  
TOWN BOARD

TOWN OF MANCOS  
BOARD OF TRUSTEES

\_\_\_\_\_  
By: Chris Holkestad, Mayor Pro-tem

\_\_\_\_\_  
By: Ellen Barz, Mayor

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

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

ATTEST:

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Tammy Neely, Town Clerk

ATTEST:

---

Jamie Higgins, Town Clerk



CITY OF CORTEZ  
 123 ROGER SMITH AVENUE  
 CORTEZ, CO 81321

**Brian Peckins**  
 Director of Public Works  
 110 West Progress Circle  
 Cortez, CO. 81321  
 bpeckins@cortezco.gov

**Memorandum**

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**To:** CORTEZ CITY COUNCIL

**From:** BRIAN PECKINS, DIRECTOR OF PUBLIC WORKS

**Date:** February 1, 2024

**RE:** Equipment Purchase for the Public Works Water Department

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**DISCUSSION**

The Water Department needs to purchase a large excavator to facilitate the removal and installation of water mains throughout the City's distribution system.

**BACKGROUND**

City Staff reached out to several dealers and auction sites to check availability and get quotes on new and used excavators within the City's approved budget of \$250,000. Both new and used excavators come with a one-year warranty. The results are as follows:

- |   |              |
|---|--------------|
| 1. 4 Rivers Equipment                       |              |
| New 2023 John Deere 135P Excavator          | \$254,703.00 |
| Rubber tracks                               |              |
| 2. Wagner Equipment                         |              |
| New 2023 Caterpillar 315 Excavator (13 hrs) | \$237,318.87 |
| Rubber tracks                               |              |
| 3. Power Equipment Company                  |              |
| Used 2022 Volvo EC140E Excavator (244 hrs)  | \$176,000.00 |
| Rubber tracks                               |              |
| 4. Power Equipment Company                  |              |
| Used 2022 Volvo EC140EL Excavator (194 hrs) | \$183,598.00 |

Taking into consideration price and availability of these units, Staff recommends purchasing the Volvo EC140E Excavator from Power Equipment Company (#3 above).

**FISCAL IMPACT**

This purchase is fully covered through funds in the Water Capital Outlay. Additionally, since the Water Department is an Enterprise Fund, this purchase does not affect the General Fund Equipment Account.

**RECOMMENDATION**

Staff recommends that Council approve the acquisition of an excavator for the Public Works Department from



Power Equipment Company in the amount of \$176,000.00, which is less than the funds budgeted in the Water Capital Outlay account for FY2024.

**MOTION**

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

I move that the City Council approve the acquisition of a Volvo EC140E Excavator from Power Equipment Company for the Public Works Water Department in the amount of \$176,000.00.

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**Attachments**

4 Rivers Eq-1

Wagner-2

Power Eq-3

Power Eq-4

Quote Id: 30232897

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Prepared For:  
**CITY OF CORTEZ**



Prepared By: **OAKES ASA**

4 Rivers Equipment, LLC  
16 Girard Street  
Durango, CO 81303

Tel: 970-247-4460

Fax: 970-247-4463

Email: [asa.oakes@4riversequipment.com](mailto:asa.oakes@4riversequipment.com)

Date: 16 January 2024

Offer Expires: 31 December 2024

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*Confidential*

**Quote Summary**

**Prepared For:**  
 CITY OF CORTEZ  
 123 E ROGER SMITH AVE  
 CORTEZ, CO 81321  
 Business: 970-564-4014  
 MRIEKE@CITYOFCORTEZ.COM

**Prepared By:**  
 OAKES ASA  
 4 Rivers Equipment, LLC  
 16 Girard Street  
 Durango, CO 81303  
 Phone: 970-247-4460  
 asa.oakes@4riversequipment.com

**Quote Id:** 30232897  
**Created On:** 16 January 2024  
**Last Modified On:** 16 January 2024  
**Expiration Date:** 31 December 2024

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 135 P-Tier Excavator	\$ 254,703.00 X	1 =	\$ 254,703.00
Extended Warranty			
Extended Warranty, 135 P, Power Train And Hydraulics, 5000 Total Hours or 60 Total Months, \$0 Deductible			
<b>Sub Total</b>			<b>\$ 254,703.00</b>
<b>Equipment Total</b>			<b>\$ 254,703.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 254,703.00
Doc Fees	\$ 550.00
SubTotal	\$ 255,253.00
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 255,253.00</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 255,253.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 30232897

**Customer:** CITY OF CORTEZ

<b>JOHN DEERE 135 P-Tier Excavator</b>				
<b>Hours:</b>				
<b>Stock Number:</b>				
				<b>Selling Price</b>
				\$ 252,408.60
Code	Description	Qty	Unit	Extended
8200FF	135 P EXCAVATOR BASE MACHINE	1	\$ 277,957.00	\$ 277,957.00
<b>Standard Options - Per Unit</b>				
170K	JDLink™	1	\$ 0.00	\$ 0.00
0202	Destination Code - United States	1	\$ 0.00	\$ 0.00
0259	English Customer Delivery Packet	1	\$ 0.00	\$ 0.00
0401	Configuration 1	1	\$ 28,623.00	\$ 28,623.00
	<b>Standard Options Total</b>			<b>\$ 28,623.00</b>
<b>Dealer Attachments</b>				
BYT12865	Hydraulic Thumb, Progressive for Couplers, Install Included, 130/135 Size Excavators	1	\$ 17,825.00	\$ 17,825.00
BYT11148	24 In (610 mm), 0.47 yd3 (0.36 M3) Heavy-Duty Bucket	1	\$ 4,914.00	\$ 4,914.00
AT343969	Auxiliary Hydraulics, Attachment Combination Kit	1	\$ 595.00	\$ 595.00
AT345608	Installation Charge for Hydraulic Quick Coupler	1	\$ 1,839.00	\$ 1,839.00
AT449341	Hydraulic Quick Coupler (Non-Variable type) - Coupler and Controls Kit	1	\$ 11,225.00	\$ 11,225.00
	<b>Dealer Attachments Total</b>			<b>\$ 36,398.00</b>
<b>Value Added Services</b>				
	Extended Warranty	1	\$ 2,294.40	\$ 2,294.40
	<b>Value Added Services Total</b>			<b>\$ 2,294.40</b>
	<b>Suggested Price</b>			<b>\$ 345,272.40</b>
<b>Customer Discounts</b>				
	<b>Customer Discounts Total</b>		<b>\$ -90,569.40</b>	<b>\$ -90,569.40</b>
<b>Total Selling Price</b>				<b>\$ 254,703.00</b>



**Extended Warranty Proposal**

**PowerGard™ Protection Plan**

<b>Date :</b> January 16, 2024					
<b>Machine/Use Information</b>		<b>Plan Description</b>		<b>Price</b>	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type		Coverage:	Power Train And Hydraulics	Quoted Price	\$ 2,294.40
Model	135 P	Total Months:	60		
Country	US	Total Hours:	5000	Date Quoted	January 16, 2024
MFWD/Tracks	N				
<b>Scraper Use</b>					
<small>Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.</small>					

**Extended Warranty Proposal Prepared for:**

I have been offered this extended warranty and

Customer Name - Please Print

- I ACCEPT the Extended Warranty
- I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is not a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

**What Extended Warranty is :**

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

**What Extended Warranty is not :**

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Quote 266705-01

Jan 09, 2024

CITY OF CORTEZ  
123 ROGER SMITH AVE  
CORTEZ, Colorado 81321



Attention: Randy Hunt

Dear Mr. Hunt,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 315 Small Excavator

**STOCK NUMBER: 504674**

**SERIAL NUMBER: 0WKX30438**

**YEAR: 2023**

**HOURS: 13**

We appreciate the opportunity to extend this quote. Pricing is subject to change based on manufacturer changes to cost and availability. If there are any questions, please do not hesitate to contact me.

Regards,

*Daylee Atchison*

Daylee Atchison  
Sales Representative  
Wagner Equipment Co.

**Caterpillar Model: 315 Small Excavator****STANDARD EQUIPMENT**

**POWERTRAIN** -Diesel engine C3.6 certified to -Stage V/Tier 4 Final,82kW -Electric fuel priming pump -Variable speed fan system -(Viscous clutch type) -Single fuel filtration system with -water separator and indicator -Sealed double element air filter with -integrated precleaner -Biodiesel capable (up to B20)

**UNDERCARRIAGE** -Grease lubricated track link -Tie down points on base frame -(ISO 15818 compliant) -

**HYDRAULICS** -Electronic main control valve -Auto warm up -Single type Electronic main pump -Boom and stick regeneration circuits -Automatic two speed travel -Boom and stick drift reduction valve -Electric Boom snubber -Element type main hydraulic filter

**ELECTRICAL** -Maintenance free battery -Centralized electrical disconnect switch -CAT Product Link -After engine shut down programmable time -delay LED working lights: One chassis -mounted, one LH boom mounted

**OPERATOR ENVIRONMENT** -Sound-suppressed ROPS cab (ISO 12117-2 -compliant) with viscous mount -Increased rear window size as -emergency exit -70/30 - Openable tempered front upper -windshield w/ assist device and -removable tempered lower windshield -with in cab storage bracket -Fixed one piece tempered windshield -Mechanical suspension comfort seat -w/ headrest,console height adjustment -w/ tools,arm rest height and -angle adjustment -Air suspension deluxe seat w/ headrest -w/ 2 step seat heater, console height -adjustment w/o tools, arm rest -height and angle adjustment -Air suspension premium seat w/ headrest -w/ 2 step seat heater and ventilator, -console height adjustment w/o tools, -arm rest height and angle adjustment, -Low Frequency Damping -2 inch (51mm) orange seat belt -Tilt up left side console -Automatic bi-level air conditioner with -pressurized function -Openable steel hatch -Openable polycarbonate hatch -for 2P windshield -Fixed glass laminated for -one piece windshield -Washable floor mat -Roller front sunscreen -Beacon ready -2 x 12V DC Outlet -Dome LED interior lights, coat hook, -cup holder, and console storage -rear storage with net, and -overhead storage with net -Washer Line for Radial Wiper -Parallel Wiper w/ Lower Parallel -for 70/30 w/ Washer -Parallel Wiper for 1P w/ Washer -High Resolution 10" LCD Touch -Screen Monitor -High Resolution 8" LCD Touch -Screen Monitor -

**SAFETY AND SECURITY** -Service platform with anti-skid plate -and countersunk bolts -Hydraulic lock out lever neutralizes -all controls -Ground level accessible secondary -engine shutoff switch in cab -Signaling / warning horn -

**OTHER STANDARD EQUIPMENT** -Service & Maintenance --Grouped location for engine oil and -fuel filters --Sampling ports for Scheduled -Oil Sampling (S.O.S) -

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<b>SELL PRICE</b>	<b>\$237,318.87</b>
<b>SUBTOTAL</b>	<b>\$237,318.87</b>
<b>TOTAL</b>	<b>\$237,318.87</b>

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**WARRANTY & COVERAGE**

Standard Warranty:

12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)

Extended Coverage:

**MACHINE SPECIFICATIONS**

315 07D HEX AM-N CFG2B

ENGINE

CONSISTS OF:

COMMON ARR

315 07 HEX

COUNTERWEIGHT, 8490LB

SWING FRAME, STD

ENGINE HOOD, TAIL PIPE

HAND RAIL, ISO

UNDERCARRIAGE, LONG W/ BLADE

CAB, DELUXE

LINES, AIR CONDITIONER

MONITOR, 10"

INTEGRATED RADIO, W/O DAB

PEDAL, STRAIGHT TRAVEL

RECEIVER, BLUETOOTH

TRAVEL ALARM

MACHINE ECM

LIGHTS, CHASSIS

BATTERIES

GUARD, TRACK GUIDING, CENTER

BOTTOM GUARD, STANDARD

GUARD, TRAVEL MOTOR, HD

GUARD, SWIVEL

FINE SWING

FAN, VARIABLE SPEED

STORAGE BOX

FILM, EMC

FILM, OPERATING PATTERN, 2WAY

END OF CONSISTS

BOOM, W/EOU MOUNTS

STICK, R9'2" W/ EOU MOUNTS

LINKAGE, BKT 312 GRADE W/O EYE

CYLINDER, BOOM

CYLINDER, STICK, W/O SLCV

CYLINDER, BUCKET

TRACK, 20" TG, W/RUBBER PAD

DRINK HOLDER, W/BLADE LEVER

HYDRAULIC PKG, COMB, ONE SLIDER

CONTROL, BLADE

LINES, CYLINDER BOOM W/O BLCV

CAMERA, REAR &amp; RH VIEW

LIGHTS, BOOM LH 1P

GRADE 2D ASSIST &amp; PAYLOAD

LIGHTS, BOOM RH 1P

LIGHTS, CAB, LH, W/RAIN PROTECTOR

WASHER RADIAL WIPER

CONTROL, QC PIN GRABBER

HARNESS, CAT GRADE, 1PC BOOM

HARNESS, CAT GRADE, 9'2" STICK

PROD LINK, PLE643/PLE743 RADIO

NETWORK MANAGER, A6N1

DECALS, EXTERIOR, ANSI

FILM, INTERIOR, ANSI

FILM, STICK WARNING, ANSI

FILM, ROPS

INSTRUCTIONS, ENGLISH

LINES, HIGH PRESSURE BOOM

LINES, HP, 9'2" STICK

LINES, QUICK COUPLER BOOM

LINES, QC, 9'2" STICK

JOYSTICK STEER + AUX RELAY PKG

BLADE, 8'2"

STORAGE PROTECTION (EXPORT)

STORAGE PROTECTION (EXPORT)

ROLL ON-ROLL OFF

BKT SD 36" 0.69YD3 312

COUPLER, PIN GRABBER W/PINS

TIP, PENETRATION PLUS ADVANSYS



**PROPOSAL**

Proposal # 27162

TO: City of Cortez  
Cortez

ATTENTION: Randy Hunt  
970-529-6927  
rhunt@cortezco.gov

2022 Volvo Model EC140E with 244 hours  
 Boom, 15' 1" (4.6m), GP  
 Arm, 9' 10" (3.0m), GP  
 Track Pads, 20" Rubber Shoe  
 Lower frame D/blade-foldable steps  
 Belly Cover STD, 4.5mm  
 Cooling System High Capacity  
 Air precleaner, Cyclone  
 Engine Block heater, 120V  
 Water separator with heater  
 Anti-vandal mounting brackets on cab  
 Seat, Air suspension w/Heater & X-Isolator  
 Seat Belt, 3 inch Retractable  
 Joystick, 4 Switches  
 Air conditioning, ACC (automatic climate control)  
 Radio with MP3, USB port & Bluetooth  
 Work lights on deck & boom, LED  
 Travel alarm  
 Antitheft, code-lock  
 Rear view camera  
 Side view camera  
 Flashing beacon\_LED  
 Battery switch protector  
 Extra work lights cab front/rear, CWT, boom & RH side, LED  
 CareTrack, GSM/Satellite  
 CareTrack Connectivity 4 yr Subscription  
 X1 2 pump double acting piping (piping not installed for long reach boom and arm)  
 Pre-setting for hyd. pressure (piping not installed for long reach boom and arm)  
 X1 2-switch control, On/Off, double acting (piping not installed for long reach boom and arm)  
 Quick fit piping, UQF (piping not installed for long reach boom and arm)  
 Pilot control pattern change  
 Counterweight, 5,400lbs (2450kg), fabrication  
 Under cover HD, 4.5mm superstructure  
 Frame lifetime guarantee  
 VQC U14 hydraulic pin-grabber coupler  
 36" bucket



**Stacey Mousner**  
4 Corners Manager

Albuquerque Branch  
721 Candelaria NE  
Albuquerque, NM 87107

smousner@power-equip.com

Pricing Summary	
Equipment Purchase Price	\$176,000
<b>Total Price</b>	<b>\$176,000</b>

All prices subject to applicable taxes and freight. This Quote is valid for thirty (30) days; subject to prior sale. FOB: Power Equipment Yard

All prices are subject to surcharges applied by the OEM manufacturers and will be applied to the final invoice. Material surcharges are subject to change the price at any time from the date of the order to the time of delivery.

**EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS:** Customer is skilled and experienced in use and operation of machinery of the type described in the quotation and will make his selection and decision to order on the basis of his own judgment. SELLER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY NOR ANY OTHER WARRANTY EXCEPT THOSE SPECIFICALLY STATED. THIS STATEMENT BECOMES A PART OF ANY PURCHASE.

**PROPOSAL**

Proposal # 27117

TO: City of Cortez

ATTENTION: Randy Hunt  
 970-529-6927  
 rhunt@cortez.co.org

- One 2022 Model Volvo EC140EL Excavator
- approx 194 hours, EQ0010888
- Boom, 15' 1" (4.6m), GP
- Arm, 9' 10" (3.0m), GP
- Track Pads, 24" Steel Shoe
- Roller guard STD
- Lower frame D/blade-foldable steps
- Belly Cover STD, 4.5mm
- Cooling System High Capacity
- Air precleaner, Cyclone
- Engine Block heater, 120V
- Water separator with heater
- Anti-vandal mounting brackets on cab
- CareCab w/ Opening Hatch
- Seat, Air suspension w/Heater & X-Isolator
- Seat Belt, 3 inch Retractable
- Joystick, 4 Switches
- Air conditioning, ACC (automatic climate control)
- Radio with MP3, USB port & Bluetooth
- Work lights on deck & boom, LED
- Travel alarm
- Antitheft , code-lock
- Rear view camera
- Side view camera
- Flashing beacon\_LED
- Battery switch protector
- Extra work lights cab front/rear, CWT, boom & RH side, LED
- X1 2 pump double acting piping
- Pre-setting for hyd. pressure
- X1 2-switch control, On/Off, double acting
- Quick fit piping, UQF
- Pilot control pattern change
- Manual, English
- Manual, Spanish
- Counterweight, 5,400lbs (2450kg), fabrication
- Under cover HD, 4.5mm superstructure
- Frame lifetime guarantee
- Hydraulic pin-grabber coupler
- 36" GP Bucket



**POWER EQUIPMENT COMPANY**



**Stacey Mousner**  
 4 Corners Manager

Albuquerque Branch  
 721 Candelaria NE  
 Albuquerque, NM 87107

smousner@power-equip.com

**Pricing Summary**

Equipment Purchase Price	\$183,598
<b>Total Price</b>	<b>\$183,598</b>

All prices subject to applicable taxes and freight. This Quote is valid for thirty (30) days; subject to prior sale. FOB: Power Equipment Yard

All prices are subject to surcharges applied by the OEM manufacturers and will be applied to the final invoice. Material surcharges are subject to change the price at any time from the date of the order to the time of delivery.

**EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS:** Customer is skilled and experienced in use and operation of machinery of the type described in the quotation and will make his selection and decision to order on the basis of his own judgment. **SELLER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY NOR ANY OTHER WARRANTY EXCEPT THOSE SPECIFICALLY STATED. THIS STATEMENT BECOMES A PART OF ANY PURCHASE.**



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

**Jeremy Patton**  
Airport Director  
123 East Roger Smith Avenue  
Cortez, CO. 81321  
jpatton@cortezco.gov

## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** JEREMY PATTON, AIRPORT MANAGER

**Date:** February 6, 2024

**RE:** Airport Parking Lot and Access Road Rehabilitation Bid Selection

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### DISCUSSION

The Airport Parking Lot and Access Road Rehabilitation project was advertised on the 27th of October, 2023, with a Pre-Bid Meeting on the 8th of November, 2023, and a closing date of 20 December, 2023.

Two bids were received:

Nunn Construction, Inc.

Base Bid - Schedule 1 (AIP Eligible) \$565,382.38  
Base Bid - Schedule 2 (City Funded) \$1,458,999.56  
Additive Alternate 1 -- Schedule 2 (\$155,906.50)  
TOTAL BID \$1,868,475.44

Four Corners Materials

Base Bid -- Schedule 1 (AIP Eligible) \$744,898.17  
Base Bid -- Schedule 2 (City Funded) \$1,550,710.11  
Additive Alternate 1 -- Schedule 2 (\$267,267.60)  
TOTAL BID \$2,028,340.68

### BACKGROUND

With this project being partially funded by federal grants, there were several additional federal standards outlined in the bid specifications. As described in the Letter of Recommendation of Award attached, these standards must be met in order for a bid to be considered responsive. Despite Nunn Construction being the low bidder at the outset, there were a few items in its bid that, when tested against the federal requirements, were deemed non-responsive. Adherence to these standards is a key element in abiding by the nearly 40 grant assurances that impact our Airport Improvement Program.

The Four Corners Materials bid was compliant with the federal requirements, and Staff and Garver, LLC, are recommending that the Four Corners Materials bid is best suited to be awarded for construction of this project. Consideration for value-engineering to further reduce costs will be made as the project progresses.

### FISCAL IMPACT

Before any value-engineering or project amendments, the costs for this project are as follows:

FAA AIP eligible- \$744,898.17  
Local (ARPA)- \$1,550,710.11  
Additive Alternate 1 -- Schedule 2 (\$267,267.60)  
TOTAL: \$2,028,340.68.

**RECOMMENDATION**

Staff recommends that Council award the 2024 Airport Parking Lot and Access Road Rehabilitation to Four Corners Materials for a total project bid amount of \$2,028,340.68.

**MOTION**

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

I move that City Council award the 2024 Airport Parking Lot and Access Road Rehabilitation to Four Corners Materials for a total project bid amount of \$2,028,340.68.

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**Attachments**

Recommendation of Award





188 Inverness Drive W  
Suite 500  
Englewood, CO 80112  
TEL 303.721.6932  
[www.GarverUSA.com](http://www.GarverUSA.com)

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January 31, 2024

Mr. Jeremy Patton  
Cortez Municipal Airport  
123 Roger Smith Ave.  
Cortez, CO 81321

Re: Cortez Municipal Airport  
Parking Lot and Access Road Rehabilitation  
Recommendation of Award

Dear Mr. Patton,

Bids were received for the Parking Lot and Access Road Rehabilitation project via Bidnet at 10:00am on December 20, 2023. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of two bids were received on the project. Nunn Construction, Inc (Nunn) submitted the low bid for the project in the amount of \$1,868,475.44. The Engineer's Opinion of Probable Cost was \$1,192,680.00. A breakdown of each bid is provided below by each bid schedule:

Nunn Construction, Inc.

Base Bid - Schedule 1 (AIP Eligible)	\$ 565,382.38
Base Bid - Schedule 2 (City Funded)	\$1,458,999.56
Additive Alternate 1 – Schedule 2	<u>(\$ 155,906.50)</u>
TOTAL BID	\$1,868,475.44

Four Corners Materials

Base Bid – Schedule 1 (AIP Eligible)	\$ 744,898.17
Base Bid – Schedule 2 (City Funded)	\$1,550,710.11
Additive Alternate 1 – Schedule 2	<u>(\$ 267,267.60)</u>
TOTAL BID	\$2,028,340.68

Although Nunn was the low bidder for this project, it was determined during the review of the contract documents that this bid is to be considered nonresponsive based on the FAA General Provisions. Nunn's bid proposal included a bid clarifications and exclusions document which is irregular. Per the FAA General Provisions, outlined in the front end of the contract documents, bid clarifications and exclusions must not be included within a bid proposal. See below for the sections of the FAA General Provisions that pertain to this scenario.

Mr. Patton  
01/31/2024  
Page 2 of 2

FAA General Provisions Section 20-09

- If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

FAA General Provisions Section 20-15

- The Owner will not consider any instructions, clarifications, or interpretations of the bidding documents in any manner other than written addendum.

Based on the information previously provided, we believe that the bid submitted by Four Corners Materials represents a good value for the Cortez Municipal Airport. Contingent upon receiving Federal Aviation Administration funding for Schedule 1, we recommend that the construction contract for the Parking Lot and Access Road Rehabilitation project be awarded to Four Corners Materials.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

A handwritten signature in blue ink, appearing to read 'RD', is written over the typed name.

Roy Daniels, P.E.  
Project Manager

Attachments: Bid Summary

**CORTEZ MUNICIPAL AIRPORT  
 TERMINAL PARKING REHABILITATION  
 BID TABULATION -SCHEDULE 1  
 BID OPENING: DATE; DECEMBER 20, 2023 @ 10:00 AM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Nunn Construction, Inc. 925 Elkton Dr. Colorado Springs, CO 80907		Four Corners Materials 9755 CR 213 Durango, CO 81303	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	C-102-5.1	Temporary Erosion Control	LS	1	\$4,000.00	\$4,000.00	\$8,732.00	\$8,732.00	\$11,748.23	\$11,748.23
2	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	\$30,000.00	\$30,000.00	\$49,823.00	\$49,823.00	\$74,000.00	\$74,000.00
3	SS-120-3.1	Construction Safety and Security	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$42,229.24	\$42,229.24
4	SS-140-5.1	Asphalt Pavement Removal	SY	1,450	\$5.00	\$7,250.00	\$26.50	\$38,425.00	\$9.25	\$13,412.50
5	SS-140-5.2	Concrete Sidewalk Removal	SY	145	\$10.00	\$1,450.00	\$105.00	\$15,225.00	\$46.03	\$6,674.35
6	SS-300-5.1	Electrical Conduit, Non-Encased 1 Way-2"C, Installed	LF	80	\$10.00	\$800.00	\$8.81	\$704.80	\$52.47	\$4,197.60
7	SS-300-5.3	No. 10 AWG, Type THHN/THWN-2 Copper Conductor, Installed in Duct Bank or Conduit	LF	560	\$3.00	\$1,680.00	\$3.09	\$1,730.40	\$1.55	\$868.00
8	SS-300-5.4	No. 10 AWG, Type THHN/THWN-2, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit	LF	280	\$3.00	\$840.00	\$3.09	\$865.20	\$2.19	\$613.20
9	SS-304-5.1	Class 6 Aggregate Base Course (15" Thickness)	SY	1,700	\$15.00	\$25,500.00	\$36.24	\$61,608.00	\$61.02	\$103,734.00
10	SS-304-5.2	Geosynthetic Fabric	SY	1,700	\$25.00	\$42,500.00	\$4.95	\$8,415.00	\$6.77	\$11,509.00
11	SS-403-9.1a	3" Hot Mix Asphalt (Grading SX) (PG 64-22)	TON	280	\$230.00	\$64,400.00	\$255.00	\$71,400.00	\$363.65	\$101,822.00
12	SS-608-5.1a	Concrete Sidewalk	SY	390	\$90.00	\$35,100.00	\$153.70	\$59,943.00	\$125.93	\$49,112.70
13	SS-609-5.1	CDOT Type 2 Curb and Gutter	LF	670	\$80.00	\$53,600.00	\$51.80	\$34,706.00	\$52.09	\$34,900.30
14	SS-614-5.1	Parking Lot Sign	EA	6	\$1,500.00	\$9,000.00	\$458.33	\$2,749.98	\$961.98	\$5,771.88
15	SS-614-5.2	Airport Welcome Sign, Including Floodlights (City Funded)	EA	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$9,585.23	\$9,585.23
16	SS-614-5.4	Flagpole, Including Foundation (City Funded)	EA	1	\$7,000.00	\$7,000.00	\$10,761.00	\$10,761.00	\$40,866.31	\$40,866.31
17	SS-614-5.5	Handrail	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$17,654.63	\$17,654.63
18	SS-708-5.1	Pavement Markings (4")	LF	320	\$1.50	\$480.00	\$1.25	\$400.00	\$2.69	\$860.80
19	SS-708-5.2	Pavement Marking Hatch (4") (2-ft spacing)	SF	280	\$0.75	\$210.00	\$2.85	\$798.00	\$2.69	\$753.20
20	P-152-4.1	Unclassified Excavation	CY	1,100	\$15.00	\$16,500.00	\$88.00	\$96,800.00	\$91.52	\$100,672.00
21	P-152-4.2	Muck Excavation	SY	600	\$30.00	\$18,000.00	\$39.00	\$23,400.00	\$72.76	\$43,656.00
22	F-162-5.4	4' Wrought Iron Fence	LF	100	\$60.00	\$6,000.00	\$79.80	\$7,980.00	\$201.81	\$20,181.00
23	SS-700-6.1	Landscaping (City Funded)	LS	1	\$17,000.00	\$17,000.00	\$20,760.00	\$20,760.00	\$33,635.57	\$33,635.57
24	D-701-5.2	8" SDR35 PVC Pipe	LF	63	\$0.00	\$0.00	\$112.00	\$7,056.00	\$91.11	\$5,739.93
25	D-701-5.4	PVC Outlet Protection	EA	2	\$0.00	\$0.00	\$550.00	\$1,100.00	\$5,350.25	\$10,700.50
<b>TOTALS</b>						<u>\$359,310.00</u>		<u>\$565,382.38</u>		<u>\$744,898.17</u>

Corrected Prices



**CORTEZ MUNICIPAL AIRPORT  
 TERMINAL PARKING REHABILITATION  
 BID TABULATION -SCHEDULE 2  
 BID OPENING: DATE; DECEMBER 20, 2023 @ 10:00 AM**

**Nunn Construction, Inc.  
 925 Elkton Dr.  
 Colorado Springs, CO 80907**

**Four Corners Materials  
 9755 CR 213  
 Durango, CO 81303**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Nunn Construction, Inc.		Four Corners Materials	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	C-102-5.1	Temporary Erosion Control	LS	1	\$6,000.00	\$6,000.00	\$3,710.00	\$3,710.00	\$4,991.52	\$4,991.52
2	C-105-6.1	Mobilization	LS	1	\$65,000.00	\$65,000.00	\$145,899.96	\$145,899.96	\$123,992.36	\$123,992.36
3	SS-120-3.1	Construction Safety and Security	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$4,708.98	\$4,708.98
4	SS-140-5.1	Asphalt Pavement Removal	SY	6,250	\$5.00	\$31,250.00	\$26.50	\$165,625.00	\$6.00	\$37,500.00
5	SS-140-5.2	Sidewalk Pavement Removal	SY	50	\$10.00	\$500.00	\$105.00	\$5,250.00	\$154.39	\$7,719.50
6	SS-140-5.3	Storm Drain Pipe Removal	LF	75	\$20.00	\$1,500.00	\$50.00	\$3,750.00	\$63.68	\$4,776.00
7	SS-300-5.1	Electrical Conduit, Non-Encased 1 Way-2"C, Installed	LF	180	\$10.00	\$1,800.00	\$64.36	\$11,584.80	\$52.47	\$9,444.60
8	SS-300-5.2	Electrical Conduit, Non-Encased 2 Way-2"C, Installed	LF	250	\$25.00	\$6,250.00	\$13.21	\$3,302.50	\$45.74	\$11,435.00
9	SS-300-5.3	No. 10 AWG, Type THHN/THWN-2 Copper Conductor, Installed in Duct Bank or Conduit	LF	2,310	\$3.00	\$6,930.00	\$3.09	\$7,137.90	\$1.55	\$3,580.50
10	SS-300-5.4	No. 10 AWG, Type THHN/THWN-2, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit	LF	740	\$3.00	\$2,220.00	\$3.09	\$2,286.60	\$2.19	\$1,620.60
11	SS-300-5.5	Electrical Power Pedestal, Installed	LS	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$10,009.94	\$10,009.94
12	SS-300-5.6	Internet Service Equipment Rack, Installed	LS	2	\$5,000.00	\$10,000.00	\$5,140.00	\$10,280.00	\$10,511.11	\$21,022.22
13	SS-302-3.1	Communications Utility Allowances	Allow	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
14	SS-302-3.2	Power Utility Allowances	Allow	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
15	SS-303-5.1	Parking Single Lot Light Fixture, Pole, Foundation, and Accessories, Installed	EA	2	\$6,000.00	\$12,000.00	\$14,725.00	\$29,450.00	\$18,106.60	\$36,213.20
16	SS-303-5.2	16"x16"x24" Electrical Handhole, Installed	EA	3	\$1,500.00	\$4,500.00	\$4,136.00	\$12,408.00	\$1,955.34	\$5,866.02
17	SS-304-5.1	Class 6 Aggregate Base Course (15" Thickness)	SY	5,800	\$15.00	\$87,000.00	\$28.66	\$166,228.00	\$44.51	\$258,158.00
18	SS-304-5.2	Geosynthetic Fabric	SY	5,800	\$25.00	\$145,000.00	\$4.95	\$28,710.00	\$6.31	\$36,598.00
19	SS-350-5.1	Parking Lot Ticket Dispenser and Barrier Arm, Installed	LS	1	\$30,000.00	\$30,000.00	\$84,801.00	\$84,801.00	\$29,464.76	\$29,464.76
20	SS-350-5.2	Parking Lot Ticket Scanner/Payment Station and Barrier Arm, Installed	LS	1	\$30,000.00	\$30,000.00	\$13,600.00	\$13,600.00	\$59,804.04	\$59,804.04
21	SS-350-5.3	Keypad Gate Access Control Station	EA	1	\$2,000.00	\$2,000.00	\$6,760.00	\$6,760.00	\$32,988.08	\$32,988.08
22	SS-403-9.1a	3" Hot Mix Asphalt (Grading SX) (PG 64-22)	TON	1,020	\$230.00	\$234,600.00	\$255.00	\$260,100.00	\$264.44	\$269,728.80
23	SS-608-5.1a	Concrete Sidewalk	SY	330	\$90.00	\$29,700.00	\$161.86	\$53,413.80	\$125.93	\$41,556.90
24	SS-608-5.1b	Dumpster Pad Concrete Pavement	SY	40	\$150.00	\$6,000.00	\$225.00	\$9,000.00	\$242.18	\$9,687.20
25	SS-609-5.1	CDOT Type 2 Curb and Gutter	LF	250	\$80.00	\$20,000.00	\$51.80	\$12,950.00	\$52.09	\$13,022.50
26	SS-614-5.6	Bollards	EA	6	\$750.00	\$4,500.00	\$627.00	\$3,762.00	\$1,886.25	\$11,317.50
27	SS-708-5.1	Pavement Markings (4")	LF	5,200	\$1.50	\$7,800.00	\$0.75	\$3,900.00	\$2.69	\$13,988.00
28	SS-708-5.2	Pavement Marking Hatch (4") (2-ft spacing)	SF	1,700	\$0.75	\$1,275.00	\$1.75	\$2,975.00	\$2.69	\$4,573.00
29	SS-708-5.3	Pavement Marking Handicap Marking	EA	7	\$250.00	\$1,750.00	\$175.00	\$1,225.00	\$961.98	\$6,733.86
3	SS-2-4.1	Unclassified Excavation	CY	2,600	\$15.00	\$39,000.00	\$88.00	\$228,800.00	\$84.77	\$220,402.00





ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Nunn Construction, Inc. 925 Elkton Dr. Colorado Springs, CO 80907		Four Corners Materials 9755 CR 213 Durango, CO 81303	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
31	P-152-4.2	Muck Excavation	SY	1,800	\$30.00	\$54,000.00	\$39.00	\$70,200.00	\$70.07	\$126,126.00
32	F-162-5.1	8' Chain-Link Fence	LF	50	\$60.00	\$3,000.00	\$170.00	\$8,500.00	\$115.68	\$5,784.00
33	F-162-5.2	Pedestrian Chain-Link Fence Gate	EA	1	\$400.00	\$400.00	\$610.00	\$610.00	\$2,219.95	\$2,219.95
34	F-162-5.4	4' Wrought Iron Fence	LF	340	\$120.00	\$40,800.00	\$113.05	\$38,437.00	\$176.84	\$60,125.60
35	F-162-5.5	Fence Removal	LF	40	\$12.00	\$480.00	\$10.25	\$410.00	\$31.33	\$1,253.20
36	F-162-5.6	8' Screening Fence	LF	34	\$80.00	\$2,720.00	\$165.00	\$5,610.00	\$208.94	\$7,103.96
37	F-162-5.7	8' Screening Fence, Manual Double Swing Gate	EA	1	\$2,500.00	\$2,500.00	\$724.00	\$724.00	\$4,708.98	\$4,708.98
38	D-701-5.1	12" RCP (Class III)	LF	159	\$80.00	\$12,720.00	\$121.00	\$19,239.00	\$156.06	\$24,813.54
39	D-701-5.3	12" Flared End Section	EA	2	\$3,500.00	\$7,000.00	\$180.00	\$360.00	\$5,335.90	\$10,671.80
TOTALS						\$937,195.00	\$1,458,999.56	\$1,550,710.11		

Corrected Prices



**CORTEZ MUNICIPAL AIRPORT  
 TERMINAL PARKING REHABILITATION  
 BID TABULATION -SCHEDULE 2 - ADDITIVE ALTERNATE 1  
 BID OPENING: DATE; DECEMBER 20, 2023 @ 10:00 AM**

**Nunn Construction, Inc.  
 925 Elkton Dr.  
 Colorado Springs, CO 80907**

**Four Corners Materials  
 9755 CR 213  
 Durango, CO 81303**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Nunn Construction, Inc.		Four Corners Materials	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-140-5.1	Asphalt Pavement Removal	SY	350	\$5.00	\$1,750.00	\$27.03	\$9,460.50	\$24.70	\$8,645.00
2	SS-304-5.1	Class 6 Aggregate Base Course (15" Thickness)	SY	(5,100)	\$15.00	(\$76,500.00)	\$23.50	(\$119,850.00)	\$47.31	(\$241,281.00)
3	SS-304-5.2	Geosynthetic Fabric	SY	(5,100)	\$25.00	(\$127,500.00)	\$4.45	(\$22,695.00)	\$5.88	(\$29,988.00)
4	P-152-4.1	Unclassified Excavation	CY	(2,305)	\$15.00	(\$34,575.00)	\$79.00	(\$182,095.00)	\$58.12	(\$133,966.60)
5	P-207-5.1	In-place Full Depth Recycled (FDR) Asphalt Aggregate Base Course (10" Thickness)	SY	4,000	\$25.00	\$100,000.00	\$31.23	\$124,920.00	\$24.98	\$99,920.00
6	P-207-5.2	In-place Full Depth Recycled (FDR) Asphalt Aggregate Base Course (13" Thickness)	SY	1,100	\$30.00	\$33,000.00	\$31.23	\$34,353.00	\$26.73	\$29,403.00
<b>TOTALS</b>						<u>(\$103,825.00)</u>		<u>(\$155,906.50)</u>		<u>(\$267,267.60)</u>

Corrected Prices





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

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** CREIGHTON WRIGHT, DIRECTOR OF PARKS AND RECREATION

**Date:** February 13, 2024

**RE:** Conquistador Golf Course Golf Professional Services Contract

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### DISCUSSION

Rudosky Golf LLC has served as the Golf Professional Services Contractor for many years, and the most recent contract term was for three years. Rudosky Golf LLC is an admirable partner, collaborator, manager, and golf professional. They have overseen three years of exponential growth in golf revenue and rounds, leading to three consecutive years of the highest revenue (>\$482,000) and rounds (>21,000) ever recorded, along with the greatest cost recovery (Revenue/Pro and Maintenance Expenses) ever achieved with an end of year estimate of 98%. This success is attributed to marketing reach, improving course conditions, and great customer service. We like to say that the Conquistador Golf Course is the best golf course at the best value in the Four Corners!

### SCOPE

The Scope of Services, Exhibit A, has been adjusted to clean up responsibilities and identify the need for the Golf Professional, Maintenance Team, and City administration to communicate, collaborate, and partner for the success of the golf course.

### BASE RATE

The current contract indicates a base rate (included in Exhibit B, Compensation) is \$36,000 and has remained the same for two contract terms (6 years). The current contract does not include any base rate increases. Staff proposes that the base rate be increased to \$40,500, a 12.5% increase. Given the inflation during the past three years and the first-class service and management received from Rudosky Golf, staff believes that adjusting the current base rate appears reasonable. Following this year, we suggest another similar increase up to a total base rate of \$45,000 (i.e. a \$9000 increase over the current base rate). After the increase to \$45,000, the proposed contract contains an annual inflation escalation rate consistent with the Cost of Living Adjustment the City provides its employees, if any.

### BONUS STRUCTURE

The current contract includes a bonus structure for annual revenue increases year over year. While we hope that rounds and revenue will continue to increase, the fact is that we are likely near the top of the revenue/rounds peak, and despite an ardent effort by the Golf Pro, revenue/rounds will eventually plateau. Staff proposes a new bonus structure in the proposed contract to reward the effort necessary to maintain a financially strong golf operation. The new structure allows for similar bonus amounts while focusing the incentives on earned revenue, rounds, and outreach events planned to attract new golfers. The goal is to set the incentive level to maintain the near 100% cost recovery rate.

### BACKGROUND

The success of the City-owned Conquistador Golf Course is contingent on three distinct parts: outreach and marketing, course conditions, and customer service and course management. The City manages the course

conditions through a Golf Superintendent and a team of City staff. The marketing and outreach are managed through a partnership with the Golf Pro and City staff experienced in marketing and outreach. Management of the pro shop, food and beverage, instruction, and regular and tournament play is managed by a contracted Golf Professional.

In general, the Golf Professional Services Contractor (Contractor hereafter) serves as the forward-facing manager of the Conquistador Golf Course. The Contractor's role differs from the "back of house" maintenance responsibilities, which are the City's responsibilities. The Contractor serves as the primary customer service contact with golf course customers, scheduling tee-times, greeting golf customers, accepting payments, renting carts, selling merchandise, golf equipment, food and beverage, scheduling and facilitating tournaments, and other special play. The agreement attached identifies the roles, responsibilities, partnerships, and collaboration necessary to be successful.

#### **FISCAL IMPACT**

The proposed increase in the annual contract amount was not contemplated when the budget was created. The increase in the base rate represents a \$4,500 increase over the budget. A separate budget adjustment is occurring to accommodate the increase in the contract.

#### **RECOMMENDATION**

Staff recommends that the City Council approve the Conquistador Golf Course Golf Professional Services Contract with Rudosky Golf LLC.

#### **MOTION**

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

I move that the City Council approve the Conquistador Golf Course Golf Professional Services Contract with Rudosky Golf LLC.

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#### **Attachments**

Golf Pro Contract





City of Cortez  
Parks and Recreation  
425 N. Roger Smith Ave.  
Cortez, CO. 81321

## INDEPENDENT CONTRACTOR AGREEMENT

### 1.0 AGREEMENT-PARTIES

This Independent Contractor Agreement (this “Agreement”) is entered into effective February 1, 2024 (the “Effective Date”), by and between the City of Cortez, a Colorado home rule municipality (the “City”), and Rudosky Golf, LLC, a Colorado limited liability company (the “Contractor”). The City and the Contractor may be referred to herein individually as a “Party,” and collectively as the “Parties.”

### 2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing Golf Professional Services for the Conquistador Golf Course.

2.2 The Contractor represents that the Contractor has the special expertise, skills, background and any applicable licensure or certifications necessary to provide the City with such services.

### 3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific professional services as set forth in **Exhibit “A,”** which is attached hereto and incorporated herein by this reference (the “Services”).

### 4.0 COMPENSATION

4.1. The City shall pay the Contractor for the Services the amounts set forth in **Exhibit “B,”** which is attached hereto and incorporated herein by this reference. The scope of the Services and payment therefor shall only be changed by a mutually executed written amendment to this Agreement.

4.2. The Contractor shall submit a written invoice to the City monthly describing the Services rendered during the month. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

### 5.0 REPRESENTATION

5.1 The City designates Creighton Wright, [cwright@cortezco.gov](mailto:cwright@cortezco.gov), the City Parks and Recreation Director, or designee, as the responsible City staff member to serve as the City contact while the Contractor provides the Services.

5.2 The Contractor designates Micah Rudosky as the Contractor’s primary contact and the sole provider of the Services on behalf of the Contractor. The City may rely upon the guidance, opinions, and recommendations provided by Micah Rudosky. The Contractor may not replace Micah Rudosky as the sole provider of the Services without a written amendment to this Agreement properly executed by the Contractor and the City.

## 6.0 TERM

6.1 The Contractor's services under this Agreement shall commence on the Effective Date and shall be completed by no later than December 31, 2026 (the "Term").

6.2 The Contractor understands that this Agreement is subject to and contingent upon the annual appropriation by the City of funds required to fulfill the City's obligations hereunder. If the City fails to appropriate such funds, the City may terminate this Agreement immediately without further liability except for the payment for Services provided through the date of termination.

## 7.0 INSURANCE

7.1. During the Term of this Agreement, the Contractor agrees, at its own cost, to maintain, and provide evidence of, a policy of Workers Compensation Insurance, if required by the Workers' Compensation Act of Colorado, or any other applicable laws for any person engaged in the performance of the Services, and the policy or policies of insurance, if any, set forth below and marked with an "X." The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain any required policy of insurance.

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

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

**Professional Liability Insurance** with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence, and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall insure the Contractor for claims arising from the negligent performance of professional services under this Agreement. The Professional Liability Insurance policy shall include prior acts coverage sufficient to cover all services rendered by the Contractor and its subcontractors. This coverage shall be continued in effect for one (1) year after the end of the Term of this Agreement.

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

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement.

7.2 Contractor understands and agrees that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act., C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, its elected officials, or its employees.

## **8.0 INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City, its elected officials and employees, from and against all liability, claims, damages, injuries, and losses of any kind that arise out of or are connected with this Agreement and Contractor's provision of the Services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any of Contractor's employees, agents or subcontractors, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **9.0 QUALITY OF WORK**

The Services provide by Contractor shall be performed in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature.

## **10.0 INDEPENDENT CONTRACTOR**

Contractor, and any persons employed by Contractor or assisting Contractor in the performance of the Services, shall be independent contractors and not agents or employees of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor as to details of providing the Services or to exercise a measure of control over the Services mean that Contractor shall follow the direction of the City as to end results of the Services only.

Neither Contractor, its owners, agents, employees, assigns or subcontractors are entitled to received Workers Compensation or unemployment benefits from or through the City's unemployment or Worker's Compensation coverage.

Contractor shall pay all taxes for itself, its employees, agents, subcontractors, and assigns as required by local, state and federal law.

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

### **13.0 TERMINATION**

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least seven (7) days in advance of the termination date, and the Party shall have the right to cure the breach or default within the seven (7) day period (the "Cure Period"). The failure of the other Party to cure the default within the Cure Period shall result in a termination of this Agreement. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 This Agreement may be terminated by the City for its convenience and without cause by giving written notice at least thirty (30) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit "B," and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

### **14.0 INSPECTION**

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### **15.0 ENFORCEMENT**

15.1. In the event that legal action is brought to enforce or interpret this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

15.2. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the State Courts of Montezuma County in connection with any dispute arising out of or in any matter connected with this Agreement.

### **16.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules and regulations of the City for payment of all applicable taxes; and for obtaining and keeping in force all applicable permits and approvals.

### **17.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

THE CITY AND THE CONTRACTOR enter into this Agreement as of the Effective Date set forth herein.

*{Signatures on following page}*



CITY OF CORTEZ

RUDOSKY GOLF, LLC:

By: \_\_\_\_\_  
Arlina Yazzie, Mayor Pro Tem

By: \_\_\_\_\_

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

ATTEST

\_\_\_\_\_  
Linda Smith, City Clerk

## **EXHIBIT A – SCOPE OF SERVICES**

**(A separate proposal may be attached. Include all terms and expectations by Contractor and City)**

In general, the Contractor serves as the forward-facing manager of the Conquistador Golf Course. The Contractor's role differs from the "back of house" maintenance responsibilities, which are the City's responsibilities. The Contractor serves as the primary customer service contact with golf course customers, scheduling tee-times, greeting golf customers, accepting payments, renting carts, selling merchandise, golf equipment, and food and beverage, scheduling and facilitating tournaments, and other special play. This scope identifies the roles, responsibilities, partnerships, and collaboration necessary to be successful.

### **A. Communication, Cooperation, Collaboration, and Partnership**

The success of the Golf Course is reliant upon the pro shop, golf course maintenance, and City administration working together in the best interests of golf in the Four Corners region. It is imperative that the three entities communicate, cooperate, collaborate, and partner with the shared goal of providing the best golf experience possible. To that end, the contractor shall:

1. **Seasonal Tournament/Maintenance Schedule** – The Contractor and the Golf Course Superintendent shall collaborate on developing a Seasonal Tournament/Maintenance Schedule where the tournament schedule and planned significant maintenance schedule are developed considering each other, and there is no undue impact to the other.
2. **Marketing and Outreach Plan** – The Contractor and City administration develop an annual marketing and outreach plan. The plan intends to draw people to the City and the golf course and grow the golf market.
3. **Golf Advisory Committee Meetings** – The Contractor attends and serves as a prominent voice on the Golf Advisory Committee regarding play, course conditions, and course operations. The Contractor may need to attend agenda-setting or other meetings to prepare for Committee meetings or to address other golf-related issues or initiatives.
4. **Annual Golf Development Work Plan** – The Contractor shall be collaborative and supportive in the development of an Annual Golf Development Work Plan and/or other planning initiatives relative to golf. The Annual Golf Development Work Plan shall identify goals, objectives, and planned projects to achieve in the next year.
5. **Budget** – The Contractor shall provide guidance and direction regarding City budget obligations, specifically for the Pro Shop budget.

B. Maintenance Operations

The Contractor and the City agree that the City shall employ Golf Course Superintendent and course personnel who shall be under the direct supervision of the Director of Parks and Recreation. Said Golf Course Superintendent shall be the supervisor of all City employees assigned to the Golf Course. The Contractor shall work closely with the Director of Parks and Recreation and the Golf Course Superintendent in developing a maintenance and improvement schedule and in establishing maintenance and improvement goals and objectives for each year.

1. The Contractor and the Golf Course Superintendent shall communicate regularly to discuss course conditions, maintenance, and tournament plans and jointly agree upon a schedule that supports providing the best course conditions that are reasonably convenient for golfers.
2. The Contractor or the Golf Course Superintendent shall have the authority to close the course because of wet, rainy, or any conditions detrimental to the golf course. They may close certain greens and areas for temporary construction or maintenance. They may stop golfers from practicing on the course.
3. Should there be any disagreement between the Contractor or the Golf Course Superintendent concerning maintenance practices at the Golf Course, the Director of Parks and Recreation shall make the final decision.

C. Pro Shop Operations

The Contractor is responsible for the general management and improvement of the Golf Course Pro Shop during the term of this contract. The Contractor shall furnish the Pro Shop business with the necessary personnel, supplies, equipment, goods and services to enhance and make the game of golf enjoyable. Any permanent improvements or non- structural modifications to the Pro Shop are subject to prior written approval by the Director of Parks and Recreation and become the property of the City of Cortez. The City of Cortez will work with the Contractor in making capital improvements to the Golf Course Pro Shop and surrounding outside area which will enhance the customer experience, pending City Council approval of each year's proposed City budget.

The Contractor and their staff are responsible for greeting everyone who enters the Pro Shop area and attempting to make their visit to the golf course a pleasant and enjoyable experience.

1. Golf Lessons – The Contractor shall provide golf lessons for groups and individuals at a reasonable cost, in line with other courses of similar size and facilities in the Four Corners region.
2. Community Golf Clinics – The Contractor shall provide one free

annual community golf clinic. The clinic shall be designed for beginning golfers to grow golf in Cortez.

3. Driving Range – The Contractor shall provide range balls and clubs for the range at a reasonable cost and shall be responsible for the safety and supervision of the range.
4. Pull Cart Rental – The Contractor shall provide and maintain a sufficient number of pull carts for rent by golfers.
5. Self-propelled Cart Rental – The Contractor shall provide and maintain, in good running condition, a minimum of thirty (30) self-propelled carts for rent by golfers. In addition, the City has provided a storage area for these carts (up to a maximum of forty (40) carts) below the Pro Shop.
6. Golf Club Rental – The Contractor shall provide and maintain a sufficient number of golf clubs of good and usable quality for rental to golfers.
7. Food Service Operation – The Contractor shall offer food service operation or offer for sale prepared on site and pre-prepared foods and beverages (as defined in 12-47-103 C.R.S.) all in compliance with the Colorado Department of Health and Revenue. The Contractor shall have the discretion to determine the type and amount of prepared and non-prepared food items to be sold. This food service operation shall be open when the course is open and playable.
8. The Contractor shall be responsible for adequately winterizing the Golf Pro Shop.
9. The Golf Pro Shop shall be open from 7:00 A.M. to 7:00 P.M. (May to September) and primarily 8:30 A.M. to 5:00 P.M. during other times the Golf Course is open from March 1 to November 15, except when rain or other inclement weather reasonably precludes the playing of golf on said course in the judgment of the Contractor or the Golf Course Superintendent. Said shop shall be staffed at the Contractor's expense and have a responsible adult present in the Contractor's absence.
10. The Contractor or designated staff member shall regularly marshal the golf course and regulate play around the course as needed to maintain speedy, consistent play to ensure the safety of City and Contractor staff and the golfing public.



D. Course Operations

The Contractor shall also perform the following additional duties on a daily basis or in a manner approved by the Director of Parks and Recreation:

1. Maintain records, collect and deposit with the City Finance Department all green fees and annual membership fees, and issue receipts.
2. Collect and deposit with the City Finance Department all revenues due the City in Section IV.
3. Collect and deposit with the City Finance Department all cart fees collected.
4. Register all players via a master tee time sheet and maintain records of all golfers, including season pass players and daily fee round players, to determine the total rounds played prior to starting play.
5. Act as the City's liaison to the men's and women's golf associations by attending their meetings and informing them of golf operations and reporting back to the Director of Parks and Recreation as to concerns, questions, etc., expressed by the respective associations.
6. Supervise and promote all golf tournaments at the course and maintain appropriate records, which shall include a tournament evaluation sheet, a close-out sheet, and a tournament contract showing fees, time of play, date of play, type of play, number of participants, cart requirements, and any additional required services of the Contractor.
7. Supervise and promote the Junior Golf Program.
8. Provide starting service for golfers.
9. Responsible for supervising and regulating play around the course to maintain speedy, consistent play.
10. Make the clubhouse available for golf advisory board and golf association meetings and other activities to promote a sound golf program.
11. Promote golf safety and good golf etiquette.
12. Keep the clubhouse and course open anytime the course is playable and open.
13. The City will provide funds (\$3,000) for the Contractor to use to promote the public relations and promotions of the golf course and its programs, including a Contractor's Conquistador Golf Course website for on-line tee times and social media promotion. The Contractor will confer with the City on promotions and will provide the City with verification of expenses.
14. The Contractor also agrees that any checks written to the Contractor will not be deposited with the City.

15. The City will furnish membership cards and other forms required by the City, unless otherwise provided for. The Contractor will provide pencils and scorecards.
16. The Contractor shall furnish, install, and maintain all the equipment required for the operation of the Pro Shop and food service operation.
17. The Contractor shall post in prominent places all fees, charges, prices, and costs of services and goods of the Pro Shop and food service operation.

E. Utilities

The Contractor shall pay the entire electric fee, which is metered separately, for the cart storage area. The Contractor shall pay the monthly fees for electricity and gas throughout the year. The City will pay the monthly fees for water, sewer, refuse, and phone throughout the year.

F. Maintenance and Repair

The City shall furnish the Contractor with all necessary janitorial supplies, as well as make any minor maintenance and major repairs to the building, furnishings, fixtures, and equipment installed by the City. If such repairs are the result of negligence on the part of the Contractor, the Contractor shall pay the City the reasonable cost of said repairs.

G. Non-discrimination

The Contractor shall provide all employment services and accommodations without discrimination on the basis of all State and Federal laws.

## EXHIBIT B – COMPENSATION

(Include pay structure, including how often payments are to occur. An attached proposal may substitute. If so, be sure to reference it.)

### A. Annual Compensation

The City agrees to pay the Contractor on a quarterly basis at the end of March, June, September, and December of each year. For 2024, the base amount is \$40,500. The City will make no deductions for FICA, Social Security, or other employment taxes or benefits, and the Contractor is considered an independent contractor. For 2025, the City will pay a base of \$45,000. In successive years after 2025, the base amount shall adjust for each contract year at a rate consistent with the Cost of Living Adjustment, if any, provided to City employees during the then-current contract year. Any bonuses earned, if any, pursuant to paragraph B of this Exhibit B, shall be paid at year-end.

### B. Bonuses

The Contractor shall be eligible for a yearly bonus. The bonuses shall be based on the success of the Golf Course; when the golf course is successful, the Contractor shall likewise benefit from the success.

If more than 20,000 rounds are played in a season, the Contractor is eligible for a \$500 bonus. If more than 21,000 rounds are played, the Contractor is eligible for a \$1,000 bonus.

If gross revenue exceeds \$450,000, the Contractor is eligible for a \$500 bonus. If the gross revenue exceeds \$500,000, the contractor is eligible for a \$1,000 bonus.

If the Contractor hosts local golf outreach events with a total participation greater than 100, the Contractor is eligible for a \$500 bonus.

### C. Private Carts

The City will compensate the Contractor for the use of private carts on the course as follows: The City shall pay to the Contractor 10% of the fees collected for private cart use on the course.

### D. Other Revenue

The City agrees that the Contractor shall be entitled to, and shall retain, all revenues derived from:

1. Golf lessons;
2. Golf club, club storage, and equipment rentals or repairs;
3. Foodservice;
4. Sale of Contractor Shop merchandise;
5. Self-propelled and pull cart rentals;
6. Driving Range.

E. Annual Evaluation

If deemed necessary by the Parks and Recreation Director, the Contractor may receive an annual performance evaluation each year. Evaluations shall be conducted by the Director of Parks and Recreation, who will seek input from the golfing public at their discretion.

F. Other

The City agrees that the Contractor and their employees shall not be assessed a green fee. All other patrons shall be required to purchase a season pass or season ticket or to pay a daily green fee. The Director of Parks and Recreation may waive individual daily green fees at the Contractor's request or on his own and will notify the Contractor in writing with a description of the group or players' names.

## **EXHIBIT C – ALCOHOL SALES**

Contractor may sell alcoholic beverages. Currently Contractor has a hotel/restaurant license with optional premise.

Contractor shall comply with all Federal, State and City regulations, laws, and ordinances regarding the licensing, sale and consumption of alcoholic beverages, at the Golf Course.

Only alcoholic beverages purchased from the Contractor are allowed on the Golf Course. Alcohol from all other sources is prohibited. Patrons shall not bring their own alcoholic beverages onto the Golf Course.

No alcohol from any source is allowed in the parking lot or City property outside the Contractor's premises licensed for the sale of alcoholic beverages.

Contractor as licensee for the licensed premises at the Golf Course is solely responsible for compliance regarding the licensing, sale and consumption of alcoholic beverages, at the Golf Course.





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:** February 13, 2024

**RE:** Recreation Center Pool Boiler Bid Award

**DISCUSSION**

Bids were received to replace the pool boiler from two vendors:

Recreation Center Pool Boiler Bid Results

Vendor	Bid Item #1	Bid Item #2	Total Bid Amount
Sparks Plumbing	\$51,375.04	\$1,020.28	\$52,395.32
Mountain Desert Plumbing	\$71,892.85	\$1,500.00	\$73,392.85

Sparks Plumbing is the lowest bid, at \$52,395.32.

**BACKGROUND**

The Cortez Recreation Center has two pools in the natatorium. Each pool has a separate mechanical system, including pumps, filters, chemical systems, and boilers. The equipment is at the age when it is beginning to fail. The pool boilers failed last summer, and our maintenance staff rebuilt some internal parts to keep them running. The typical lifespan for these units is 10-12 years. They are at the end of their useful life, at ten years old. The replacement of the two pool boilers was authorized in the FY2024 budget for \$52,000.

The project scope includes removing and disposing of the current boilers and circulation pumps; furnishing and installing new boilers, circulation pumps, and four 2" water supply ball valves; and relocating new boilers 20" to the north.

During the bid walk-through, a leak was noticed in the water supply line. An addendum was issued requiring the water leak repair as bid item #2.

The bid for the replacement was released on December 26, 2023. A mandatory walk-through was offered on January 9, 2024, with three vendors attending. The bid was opened on January 17, 2024. Two bids were received.

**FISCAL IMPACT**

\$52,000 was budgeted in the Conservation Trust Fund (603-4556-451-46-04). Sparks Plumbing's low bid for the specified unit was \$51,375.04 (Bid Item #1). The cost for the pipe repair, Bid Item #2, was \$1,020.28. The total bid was \$52,395.32. The minor overage can be absorbed within other projects in the Fund.

**RECOMMENDATION**

Staff recommends that the Council award the Recreation Center Pool Boiler bid to Sparks Plumbing for

\$52,395.32.

**MOTION**

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

Motion to approve the Recreation Center Pool Boiler bid to Sparks Plumbing for \$52,395.32.

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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

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** RACHAEL MARCHBANKS, DIRECTOR OF COMMUNITY/ECONOMIC DEVELOPMENT

**Date:** 2/13/2024

**RE:** DOLA Local Planning Capacity Grant Program

---

### DISCUSSION

The Local Planning Capacity (LPC) Grant Program, which is offered through the Colorado Department of Local Affairs (DOLA), provides grants to eligible local governments. The program supports local governments' planning capacity to fast track or expedite development review, permitting, or zoning of affordable housing and increasing local government planning department capacity to help impact the number of units built. While the City has shown its commitment to increasing affordable housing production, its resources are greatly limited.

This grant will help provide capacity for the City to pursue its goal of facilitating the increased production of affordable housing. With DOLA's assistance, the City will hire an independent contractor who will help bring the Housing Action Plan to fruition, support its Proposition 123 commitment, and maintain Prop 123 eligibility for funding opportunities.

This person will assess current processes and procedures for housing development review and recommend improvements. Additionally, they will create and maintain an inventory of potential properties and funding opportunities, develop and implement a method for tracking affordable housing, and will act as an affordable housing/Proposition 123 liaison for the City.

### BACKGROUND

As determined by the City's 2023 Housing Needs Assessment, Cortez is in dire need of housing. The population has increased faster than its housing supply. With limited inventory of for-sale homes and a vacancy rate of under 2% for rentals, competition is driving up prices. This results in very few affordable housing options for locals, and it affects employers' ability to recruit and retain workers.

To help address these issues, the City adopted a Housing Action Plan in August of 2023, and is currently re-writing its land use code to help remove barriers to housing development. Cortez has also opted in to Proposition 123, the Colorado Affordable Housing Fund, to allow state support for construction of additional affordable and workforce housing units.

### FISCAL IMPACT

Total grant request: Not to exceed \$166,400

Grant Match: 20% or \$33,280

2024: \$ 9,707

2025 \$16,640

2026: \$ 6,933

**RECOMMENDATION**

Staff recommends that City Council authorize the City of Cortez Community and Economic Development Department to apply for the Colorado Department of Local Affairs (DOLA) Local Planning Capacity Grant Program in an amount not to exceed \$166,400 and provide a 20% cash match.

**MOTION**

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

I move that City Council authorize the City of Cortez Community and Economic Development Department to apply for the Colorado Department of Local Affairs (DOLA) Local Planning Capacity Grant Program in an amount not to exceed \$166,400 and provide a 20% cash match.

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**Attachments**

LPC Grant Program Guidelines  
Council Memo



The Colorado Department of Local Affairs (DOLA), with funding from the Statewide Affordable Housing Support Fund, has established the Local Planning Capacity (LPC) grant program, which will be managed by the Community Development Office (CDO) within DOLA's Division of Local Government (DLG). This new program was established by C.R.S. Section 29-32-103(1) et. seq. of [Proposition 123](#), a statewide ballot measure approved by Colorado voters in the November 2022 election, and amended by the Colorado legislature in [HB23-1304](#), signed into law on 6/5/2023. This is one of several Prop 123 [funding programs](#) available through DOLA and the Colorado Housing and Finance Authority (CHFA).

## Local Planning Capacity (LPC) Grant Program

The intent of the program is to increase the capacity of local government planning departments responsible for processing land use, permitting, and zoning applications for housing projects. The program supports local governments' capacity to address affordable housing, especially by expediting review, permitting, zoning, and development of affordable housing. Grant funds could support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, tracking and documentation of Prop 123 goals, or other efforts that achieve fast track goals by 2027, as required by Proposition 123.

### Funding

- Year 1: Approximately \$3 million available in State Fiscal Year 2023 (July 2023 – June 2024).
- Year 2: Approximately \$6 million available for July 2024 – June 2025, and annually thereafter.
- Award amounts: Suggested maximum award amount is \$200,000. Larger grant requests may be considered, particularly for multi-jurisdictional projects.
- Local match: This program requires a 20% minimum cash match by local governments. Local cash match does not include other DOLA grant funds.
  - An applicant experiencing extreme financial hardship may request a reduced match waiver from program staff before submitting their application.

### Eligibility

#### ■ Applicant Eligibility

- Eligible entities include municipalities, counties, and tribal governments whose Prop 123 baseline and commitment have been accepted by the Division of Housing (DOH). A complete list is published [here](#).
- Collaborative, multijurisdictional or regional projects are allowed, with one jurisdiction acting as the lead fiscal agent during the application and grant implementation process.
- Awards cannot be made directly to housing authorities but housing authorities or other nonprofits may partner with eligible municipalities, counties, or tribal governments.





## ■ Eligible Project Types & Activities

- Staff or contractor expenses to review affordable housing projects within an expedited timeline, as defined by Prop 123 (see definition below).
- Implementing new IT solutions or technologies that streamline development review including adopting online permitting and tracking systems, electronic plan review.
- Implementing “lean” business principles to improve inter-agency coordination on review and approval of affordable housing projects.
- Regulatory changes such as land use or development code amendments that effectively streamline development review of projects with affordable housing.
- Planning efforts to convert or preserve existing housing units from market-rate to affordable housing with a mechanism such as a deed restriction or land use restriction.
- Tracking or documentation activities related to Prop 123 including tracking a jurisdiction’s annual growth commitment or fast track metrics.
- Activities that support local governments’ capacity to increase or expedite affordable housing, including navigating funding opportunities and grant applications, data collection or site inventory of publicly-owned land for future affordable housing projects.
- Other strategies that align with the goals of the program, pending DOLA approval.

## ■ Eligible Expenses

- Administrative staff time can be covered as long as grant funds are adding capacity to the local government’s planning efforts and the new work is above and beyond the normal job duties of the employee doing this work. Grant funds should not replace existing budgeted payroll expenses. (See FAQ document for definitions.)
- Costs associated with establishing an intergovernmental agreement (IGA) to partner with other jurisdictions to address affordable housing regionally, including how to count or share units in Prop 123 local commitments.
- See the [Frequently Asked Questions \(FAQ\) document](#) for more details.
- Ineligible expenses: indirect overhead or general operating expenses, housing construction, preliminary site analysis, lobbying, entertainment, or other items typically not allowed under [2 CFR 200 Cost Principles](#).

## Deliverables & Outcomes

- Grantees will need to demonstrate the impact of project implementation and the degree to which expedited review and/or an increase in affordable housing units has been achieved.
- Program impact could be demonstrated with customer satisfaction surveys, software reports, a list of permits approved in a given period and the number of days from start to approval, or other methods that provide evidence of improvement as a result of the project completion.



## Scoring Criteria

- **Projects that help a jurisdiction achieve the goals of Fast Track** as required in Proposition 123 are the top priority for this grant program, though other project types may be competitive depending on available resources.
- **Impact:** The application should demonstrate how the awarded funds will impact the local government's ability to achieve their local goals related to Proposition 123.
- **Readiness:** The applicant clearly shows they are ready to begin work and has a reasonable timeline for completion. Staff and partner roles are clearly defined.
- **Long-term sustainability:** Proposals should demonstrate a plan to sustain any ongoing costs such as staffing or software licensing fees beyond the terms of the grant.
- **Need & Geographic Diversity:** DOLA will consider geographic diversity and financial need in making final award determinations.

## Application and Award Process Timeline (2023 - 2024)

- Applicants are strongly encouraged to consult with their [DOLA Regional Manager](#) and to get input from [CDO staff](#) before submitting.
- **Letters of Interest (LOI):** Interested applications will first submit a Letter of Interest (LOI), available November 1 - December 4, 2023.
- **Invitation to Apply:** By the end of December 2023, DOLA will invite selected local governments to submit an application through the DLG [Online Grants Portal](#) per the Notice of Funding Availability (NOFA).
- **Application timeline:** Applications will be accepted from January 3 - February 15, 2024. We anticipate awards in March.
- Applications will be scored by program staff. The DOLA Executive Director will make final award decisions.
- No grant funds or local matching funds may be spent on the project until the grantee receives a fully executed grant agreement from DOLA. Local governments must follow their own procurement rules.

## Implementation Timeline for Awarded Projects

- Grantees should plan for project completion within two years, though extensions can be granted if need be. Capacity grants may also be awarded for up to two years (i.e., covering two years of costs).
- Grant awards will be disbursed as reimbursements.

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More information about the LPC Grant Program is available on the [DLG website](#) or the [EngageDOLA/Prop123 website](#).

**Contact: Robyn DiFalco, Program Manager**    [robyn.difalco@state.co.us](mailto:robyn.difalco@state.co.us)    720-682-5202



## Fast Track as a condition of eligibility for future Prop 123 Funding

- Local governments filing a commitment in 2026 will need to demonstrate that they have “implemented a system to expedite the development approval process for affordable housing projects” as outlined in Proposition 123.
  - Reference from [Prop 123 Ballot Language](#): “(3) (a) beginning in 2027, to be eligible under this article for direct funding, or for affordable housing projects within a local government’s territorial boundaries to be eligible for funding, local governments, other than local housing authorities, must satisfy both the requirements of subsection (1) of this section to commit to and achieve annual increases in the number of affordable housing units within their territorial boundaries, and the requirements of subsection (2) of this section to implement a system to expedite the development approval process for affordable housing projects.”
- **Fast Track Guidance:** In Fall 2023, DOLA will engage a consultant to facilitate a stakeholder engagement process around compliance with the fast track requirements of Proposition 123. This process will involve stakeholder input from local governments and affordable housing developers to interpret the statutory requirements of fast track and publish guidance for local government compliance with this statute.
- **Examples** of Best Practices for Fast Track or expedited development review will be provided by DOLA but are not prescriptive.

### Proposition 123 Definition of Affordable Housing

Affordable housing is defined in Proposition 123 as follows:

- rental housing at or below 60% AMI or
- for-sale housing at or below 100% AMI  
and
- which costs the household less than 30% of its monthly income.

**Note:** Proposition 123 also allows housing units at higher AMIs to be counted as affordable housing in the following instances:

- a) Rural Resort jurisdictions that have successfully petitioned the Division of Housing to use alternate AMI levels, and
- b) Housing projects funded by CHFA Prop 123 funds, where AMI averaging is allowed and complies with the terms of the program.



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

## Memorandum

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**To:** Cortez City Council

**From:** Rachael Marchbanks, Community and Economic Development Director

**Date:** February 13, 2024

**RE:** DOLA Local Planning Capacity Grant Program

---

### DESCRIPTION

Council will consider authorizing the City of Cortez Community and Economic Development Department to apply for the Colorado Department of Local Affairs (DOLA) Local Planning Capacity Grant Program for up to \$166,400 and to provide a 20% cash match.

### DISCUSSION

The Local Planning Capacity (LPC) Grant Program, which is offered through the Colorado Department of Local Affairs (DOLA), provides grants to eligible local governments. The program supports local governments' planning capacity to fast track or expedite development review, permitting, or zoning of affordable housing and increasing local government planning department capacity to help impact the number of units built. While the City has shown its commitment to increasing affordable housing production, its resources are greatly limited.

This grant will help provide capacity for the City to pursue its goal of facilitating the increased production of affordable housing. With DOLA's assistance, the City will hire an independent contractor who will help bring the Housing Action Plan to fruition, support its Proposition 123 commitment, and maintain Prop 123 eligibility for funding opportunities.

This person will assess current processes and procedures for housing development review and recommend improvements. Additionally, they will create and maintain an inventory of potential properties and funding opportunities, develop and implement a method for tracking affordable housing, and will act as an affordable housing/ Proposition 123 liaison for the City.

### BACKGROUND

As determined by the City's 2023 Housing Needs Assessment, Cortez is in dire need of housing. The population has increased faster than its housing supply. With limited inventory of for-sale homes and a vacancy rate of under 2% for rentals, competition is driving up prices. This results

in very few affordable housing options for locals and it affects employers' ability to recruit and retain workers.

To help address these issues, the City adopted a Housing Action Plan in August of 2023 and is currently re-writing its land use code to help remove barriers to housing development. Cortez has also opted in to Proposition 123, the Colorado Affordable Housing Fund, to allow state support for construction of additional affordable and workforce housing units.

#### FISCAL IMPACT

Total grant request: Not to exceed \$166,400

Grant Match: 20% or \$33,280

2024: \$ 9,707

2025 \$ 16,640

2026: \$ 6,933

#### RECOMMENDATION

Staff recommends Council authorize the City to apply for the grant.

#### MOTION

I move that City Council authorize the City of Cortez Community and Economic Development Department to apply for the Colorado Department of Local Affairs (DOLA) Local Planning Capacity Grant Program in an amount not to exceed \$166,400 and provide a 20% cash match.





CITY OF CORTEZ  
 123 ROGER SMITH AVENUE  
 CORTEZ, CO 81321

**Rick Smith**  
 Director of General Services  
 110 West Progress Circle  
 Cortez, CO. 81321  
 rsmith@cortezco.gov

**Memorandum**

---

**To:** CORTEZ CITY COUNCIL

**From:** Vickie Haddix, General Services Secretary

**Date:** 01/29/24

**RE:** Authorization of the purchase of two Utility Vehicles for the Golf Course

**DISCUSSION**

Specifications were drawn up and bids received on January 25, 2024. The City received five responses to our bid request. All vendors are out of town vendors. The following is an overview of the bids received. Please refer to the attachment for specifics.

VENDOR	MAKE	BID AMOUNT
1. Colorado Golf & Turf	Club Car	\$11,112.20 each
2. EZ-GO	Cushman	\$11,570.84 each
3. Marek RM	Yamaha	\$12,586.00 each
4. Potestio Brothers	John Deere	\$13,560.00 each
5. Simpson Norton	Toro	\$15,801.93 each

The total price for the two Club Car units from Colorado Golf and Turf would be \$22,224.40, which is \$1,775.60 below the budgeted amount.

**BACKGROUND**

The 2024 Equipment Fund provides \$24,000.00 for the purchase of two (2) utility vehicles for use at the Golf Course. The units being replaced will be auctioned after receipt of the new units.

**FISCAL IMPACT**

The purchase of the two utility vehicles is planned in the 2024 Equipment Fund budget.

**RECOMMENDATION**

Staff recommends that City Council accept the bid from low bidder, Colorado Golf and Turf, and authorize the purchase of two Club Car utility vehicles for the bid amount of \$11,112.20 each for a total price of \$22,224.40.

**MOTION**

If agreed upon by the City Council, a possible motion would be:  
 I move that City Council accept the bid from the low bidder, Colorado Golf and Turf, and authorize the purchase of two Club Car utility vehicles for the bid amount of \$11,112.20 each for a total price of \$22,224.40.

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**Attachments**

24 Utility Veh Bidtab

BIDDERS NAME	SIMPSON NORTON	COLORADO GOLF & TURF	POTESTIO BROTHERS	MAREK RM GOLF CARS	EZGO
<b>DESCRIPTION</b>					
MAKE	Toro	Club Car	John Deere	Yahama	Ez-Go Cushman
MODEL	07409 GTX (Gas EFI)	Carry all 300 Gas	GS	Umax 2	Hauler 1200 gas
YEAR	2024	2024	2024	2024	2024
4 CYCLE, 1 CYLINDER	Yes as Specified	Yes	Yes	Yes	Yes
14 H.P.	Yes as Specified	Yes	Yes	Yes	13.5
GOVERNED	Yes as Specified	Yes	Yes	Yes	
CVT TRANSMISSION	Yes as Specified	Yes	Yes	Yes	Yes
12-VOLT START, 500CCA BATTERY, HD ALTERNATOR	Yes as Specified	Yes	No, 440 CCA	Yes	Yes
2WD UNIT	Yes as Specified	Yes	Yes	Yes	Yes
				Yes	Yes
STEEL FRAME	Yes as Specified	Aluminum	Yes	Yes	Yes
POLYMER BODY AND MOLDED FENDERS	Yes as Specified	Yes	Yes	Yes	Yes
2" RECEIVER HITCH	No, rear attachment receiver	Yes	Yes	Yes	Yes
FRT LEAF SPRINGS AND DUAL SHOCKS, REAR LEAF SPRINGS WITH DUAL SHOCKS FRT LEAF SPRINGS AND DUAL SHOCKS, REAR LEAF SPRINGS WITH DUAL SHOCKS	Yes as Specified	Yes	F Independent Style Shock R Swing Arm Coil Spring F Independent Style Shock R Swing Arm Coil Spring	Yes	Yes
RACK AND PINION STEERING	Yes as Specified	Yes	Yes	Yes	Yes
FRT TIRES 20X10-10 6PLY, REAR 20S10-10 6PLY TURF TIRES FRT TIRES 20X10-10 6PLY, REAR 20S10-10 6PLY TURF TIRES	No, 20x8-10, 4-ply front & rear	Yes	20x10x-10 4-ply	Yes	18x8.5-8
MECHANICAL DRUM BRAKES	no, hydraulic disc brakes front & rear	Yes	Yes	Yes	Yes
PARKING BRAKE	Yes as Specified	Yes	Yes	N/A	Yes
HALOGEN HEADLIGHTS, STOP AND TAIL	Yes Exceeds Spec	Yes	No Stop or Tail	Yes	Yes
BENCH TYPE SEATS DRIVER AND PASSENGER	Yes as Specified	Yes	No, bucket seats	Yes	Yes

COLOR – STANDARD FOR UNIT	Red Standard	Dark Green	Yes	Evergreen Metallic	Yes
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ALUMINUM BED, 37"X47.5"X10.5". 300 LB CAPACITY, INTEGRATED STAKE POCKETS BED TIE DOWNS	Steel bed, 38.5"x40"x11" 800lb capacity Steel bed, 38.5"x 40"x11" 800lb capacity	Yes	41.1x11.9x45.9 800 lbs41.1x11.9x45.9 800 lbs	Yes	12 CU FT 800 lbs 45"x47.25"12 CU FT 800 lbs 45"x47.25"
TAILGATE AND LATCH SYSTEM	Yes as Specified	Yes	Yes	Yes	
OPTIONAL BED RATCHETING GRIP TOOL HOLDER	Yes as Specified	Yes	No	Yes at \$125/set	No
SHOP AND OPPEATORS MANUALS	Yes as Specified 2 copies	Yes	Yes Shop N/A	Yes	Yes
CANOPY TOP W/FRAME W/ FOLD DOWN WINDSHIELD	yes 2 person canopy with fold down windshield	Yes	Yes	Yes inc w/ bid	Yes
HOUR METER	Yes as Specified	Yes	Yes	Yes	Yes

MAKE	<b>Toro</b>	Club Car	John Deere	Yahama	Cushman
MODEL	07409 GTX (Gas EFI)	Carry all 300n gas	GS	Umax 2	Hauler 1200
BID PRICE EACH	<b>\$15,801.93</b>	<b>\$11,112.20</b>	<b>\$13,560.00</b>	<b>\$12,586.00</b>	<b>\$11,570.84</b>
TOTAL BID PRICE	<b>\$31,603.86</b>	<b>\$22,224.40</b>	<b>\$27,120.00</b>		<b>\$23,141.68</b>
COMPANY	<b>SIMPSON NORTON</b>	<b>COLORADO GOLF &amp; TURF</b>	<b>POTESTIO BROTHERS</b>	<b>MAREK RM GOLF CARS</b>	<b>E-Z-GO</b>
ADDRESS	4144 S. Bullard Ave. Goodyear, AZ 85338	17757 S. Wadsworth Littleton, CO 80125	19020 Longs Way Parker, Co 80134	5345 Newport St Commerce City CO 80022	1451 Marvin Griffin Rd Augusta GA 30906
CONTACT	Kenny Blake	Kyle Postlethwaite	Joe Conner	Jordan Weber	Steve Kurilich
PHONE	1-505-269-4936	1-303-761-3332	1-303-841-2299	1-303-489-2187	1-303-917-266
DELIVERY	4-6 months	60-120 days	ETA 60 Days	Spring 24 Mar-May	See spec cond
WARRANTY	2 yr or 1500 hr limited	3 yr limited Powertrain/frame 2 yr limited Remaining vehicle	24 mo or 1500 hours whichever is first	2 yr factory	See attached

price w/top  
& windshield.



CITY OF CORTEZ  
123 ROGER SMITH AVENUE  
CORTEZ, CO 81321

**Rick Smith**  
Director of General Services  
110 West Progress Cir  
Cortez, CO. 81321  
rsmith@cortezco.gov

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### Memorandum

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**To:** CORTEZ CITY COUNCIL  
**From:** Vickie Haddix, General Services Secretary  
**Date:** 01/25/24  
**RE:** Authorization for the purchase of a Golf Course Aerator

---

#### DISCUSSION

Specifications were drawn up and bids received on January 17, 2024. The City received two responses to our bid request. The following is an overview of the bids received. Please refer to the attached bid tabulation for specifics.

VENDOR	MAKE	BID PRICE
1. Simpson Norton	Toro	\$40,209.55
2. Potestio Brothers	John Deere	Does not meet Specs

Potestio Brothers bid a unit that was much smaller in capacity and size. The Toro unit would be delivered in 2025.

#### BACKGROUND

The 2024 Equipment Fund provides \$38,821.00 for the purchase of an Aerator for the Golf Course. The unit is a self-propelled walk-along unit that would be used to aerate the turf at the Golf Course, which will improve growth of the grass.

#### FISCAL IMPACT

The bid from Simpson Norton for the Toro unit is \$1,388.55 above the budgeted amount, but the extra cost can be addressed in the 2025 budget process since the unit will not be delivered and final payment will not occur until 2025.

#### RECOMMENDATION

Staff recommends that Council accept the Simpson Norton bid and authorize the purchase of Toro aerator for the bid amount of \$40,209.55.

#### MOTION

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

I move that City Council accept the Simpson Norton bid and authorize the purchase of a Toro aerator for the bid amount of \$40,209.55.

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#### Attachments

24 Aerator Bidtab



**SELF-PROPELLED WALK AERATOR**

<b>BID ITEM:</b>	<b>One (1) Self-Propelled Walk Turf Aerator, Gas powered. As Per Specifications.</b>	POTESTIO BROTHERS	SIMPSON NORTON
ENGINE:	Gas powered, four-cycle. 2 Cylinder, Kohler Engine air cooled, Specify HP	25 Hp Kohler	23 HP
	Replaceable element air cleaner, Air Cooled, Specify:	Yes	Yes Equals
	Full pressure lubrication with oil filter, Specify:	Yes	Yes Equals
	2 Quart oil capacity: Specify:	3 Qts	Yes As Specified
	Engine governed. Specify:	Mechanical Governor	Yes As Specified
TIRES:	Three wheeled unit with 20x10-10, 2 ply pneumatic tubeless tires, Smooth tread Specify	20x10x10 Smooth	Yes As Specified
DRIVE TRAIN:	Closed loop hydrostatic drive, 3WD, except 2WD while traveling in aeration mode with coring head raised. Specify:	Fulltime 2wd Mechanical Transmission	Yes As Specified Series Parallel
	Electronically controlled variable displacement piston pump. High torque, low speed wheel motor drive. Specify:	Manual Transmission 4 Aerating speeds 1 Transport Speed	Yes As Specified
CONTROLS & GUAGES:	Info-center, tachometer, redundant operator presence bails, aeration start/stop bails and traction speed thumb wheels on handle. Specify	NO Info Center No tech, has bail	Yes As Specified Bump Stop
	Tine length calibration, tine depth and forward hole spacing set and saved in info-center. Specify:	Manual depth gauge & manual spacing selector	Yes As Specified
	Bump stop, delayed or immediate drop switch, cruise control on /set/off switch, aerate or transport switch and optional LED light kit switch on operator console. Specify:	yes bump stop no lights	Yes As Specified With LED Light
	Throttle and choke on engine. Specify:	Yes Throttle & Choke	Yes As Specified
ELECTRICAL:	12-volt maintenance free battery, 300 CCA. Specify:	Yes	Yes As Specified
	15-amp alternator. Specify:	Yes	Yes As Specified

FUEL CAPACITY:	7.5 Gallons. Specify:	5.0 Gal	Yes As Specified
HYDRAULIC CAPACITY	3.0 Gallon with spin-on filter: Specify:	No Hydraulic system	Yes As Specified
BRAKES:	Dynamic through hydrostatic transmission. Parking brake actuated when handle is raised into storage position. Specify:	Yes parking brake Gear transmission	Yes As Specified
GROUND SPEED	Transport forward: 0-4.5 mph, Transport reverse: 0-2.0 mph, Aeration forward: 0-2.5 mph, Aeration reverse: 0-2.0 mph variable. Specify	F 0-3.5, R 2.0-2.5	Yes As Specified
DIMENSIONS	Height: Head raised 45", Length: handle down 116", Width: 50", Wheelbase: 44.5" Coring width/swath-50". Specify	84"x58"x44" wheel base 58"	Yes As Specified
WARRANTY	Specify Warranty Information	2 yrs Unlimited	
MANUALS:	2-Sets of Repair and Operational manuals shall be included with the unit. Specify	yes	
	MAKE	John Deere	Toro
	MODEL	800	ProCore 648, 09960
	BID PRICE FOB CORTEZ	\$24,625.00	\$40,209.55
	DELIVERY	60-90 days	Feb-25
	COMPANY NAME	Potestio Brothers Equipment Inc.	Simpson Norton
	ADDRESS	19020 Longs Way	
	CONTACT	Joe Conner	Kenny Blake
	EMAIL	<a href="mailto:joe@pbequipment.com">joe@pbequipment.com</a>	<a href="mailto:kenny.blake@simpsonnorton.com">kenny.blake@simpsonnorton.com</a>
	PHONE	1-303-841-2299	1-505-269-4938
	FAX		1-623-932-6522



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

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**To:** CORTEZ CITY COUNCIL  
**From:** LINDA SMITH, CITY CLERK  
**Date:** January 30, 2024  
**RE:** Appointments to City Advisory Boards

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### DISCUSSION

Several openings are available on City Advisory Boards and three of the positions may be filled by current Planning and Zoning members. Advertisement for openings on the Board of Adjustment and Appeals has been completed for several months, and there has not been any interest received from the public for the two open seats. The Board of Adjustment and Appeals regulations from Land Use Code Section 6.15 states that the board shall consist of five members who shall be appointed by City Council. Not more than two members may be members of the City Planning Commission. The other three members on the Board of Adjustment and Appeals are at-large members from the community.

One opening is available on the Cortez Historic Preservation Board as the membership consists of seven members, one of which is a Planning and Zoning member (per Land Use Code Section 6.19).

And, one member of the Planning and Zoning Commission has reached his three-year term limit and has applied for re-appointment.

### BACKGROUND

Katrina Weiss and Robert Bright, current members of the Planning and Zoning Commission, have submitted letters stating they would be willing to serve on Board of Adjustment and Appeals for a three-year term.

Emily Waldron, current member of the Planning and Zoning Commission, has submitted her letter stating she would be willing to serve on the Cortez Historic Preservation Board for a three-year term.

Jim Skvorc has submitted a letter stating he would be interested in being re-appointed to another three-year term with the Planning and Zoning Commission.

### RECOMMENDATION

Staff recommends that Council appoint Planning Commissioners Katrina Weiss and Bob Bright to the Board of Adjustment and Appeals for a three-year term; Emily Waldron to the Cortez Historic Preservation Board for a three-year term; and re-appoint Jim Skvorc to the Planning and Zoning Commission for a three-year term.

### MOTION

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

I move that Council appoint Katrina Weiss and Bob Bright to the Board of Adjustment and Appeals for a three-year term; Emily Waldron to the Cortez Historic Preservation Board for a three-year term; and re-appoint Jim Skvorc to the Planning and Zoning Commission for a three-year term.

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**Attachments**

Letters of Interest

Katrina Weiss  
617 Gerald's Way  
Cortez, CO 81321  
970-565-3032  
[katrina@insure4corners.com](mailto:katrina@insure4corners.com)

January 17, 2024

Linda Smith  
City Clerk  
City of Cortez  
109 W Main St.  
Cortez, CO 81321

Dear Linda,

I would like to submit my name for an appointment to the Board of Adjustment and Appeals. My business and residence are both located within the city limits.

The experience I have before becoming a State Farm Agent, is a great match for this position. I was the Environment Director for the City of Hobbs, New Mexico, for 5 years. During my tenure there, I participated in annexation projects, as well as created a Condemnation Program for dilapidated buildings. Additional duties included supervising the Code Enforcement Division, so we made great strides cleaning up and beautifying the City. I also oversaw Hobbs Beautiful, which was a volunteer, grant funded, organization that cleaned up illegal dump sites and worked with the City to create ordinances to improve the aesthetics of the city. As far as education, I have a Master's Degree in Criminal Justice, and also have the professional designations of Retirement Income Certified Professional (RICP) and Chartered Leadership Fellow (CLF).

My reason for seeking this position is to help create and pursue a vision for Cortez that will improve economic development. Cortez has so much to offer but it is crucial that there is a five, ten, and even twenty year plan for our community to protect, but also attract new business and community members. If you have any questions or would like to set up an interview, please call me at 970-565-3032. Thank you!



Katrina Weiss

PS - I am looking to represent Planning & Zoning on the Board of Adjustment & Appeals Board again. I gave up my spot because Lance McDaniels and Becky Levy both were adamant that they wanted to stay on both boards. If you find another member of the public that desires this spot, I am happy to step aside. Thank you.



January 23, 2024

Mayor and City Council  
City of Cortez

RE: Board of Adjustment and Appeals

Dear Mayor and Council:

During the January, 2024 Planning and Zoning Commission meeting an inquiry was made of the Commission to see if any members would be willing to serve on the Board of Adjustment and Appeals. This letter to the Mayor and Council that I am willing to serve as member of that board.

Sincerely,

/Robert L. Bright/

Robert L. (Bob) Bright  
707 Detroit Avenue  
Cortez, Colorado 81321

Letter of Intent  
Coretz Historical Preservation Board

To Whom it Concerns:

I would like to be considered to represent the Planning and Zoning Commission on the Historical Preservation Board. I have been on the P & Z for just under 6 months, I was appointed in August of 2023 and have been a resident of Cortez since 2022 (lifelong Colorado resident). Before moving to Cortez I spent 10 years living in northwest Colorado in the small town of Hayden. During my time there I served one, five year term on the Hayden Heritage Center Museum Board, ending my service as the Vice President. During my time on the board we focused on activities that would engage multiple generations and highlight unique aspects of the area. We sponsored a holiday stroll, gravel bicycle race, and echos of the past tour, all of which were great hits.

I am looking forward to sharing my experience, creativity, and passion on the board here in my new home.

Thank you for your consideration.

Cheers,

Emily Waldron

--

M Waldron

rider, writer, explorer

\*all pronouns\*

303-903-4055

## P&Z

Jim Skvorc <skvorcjim@gmail.com>

Mon 1/29/2024 2:44 PM

To:Linda Smith <lsmith@cortezco.gov>

Linda,

I am applying to have my appointment to P&Z renewed for another term.

Jim



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

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## Memorandum

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**To:** CORTEZ CITY COUNCIL

**From:** DREW SANDERS, CITY MANAGER

**Date:** January 25, 2024

**RE:** Letter of Support for the Montezuma Heritage Museum

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### DISCUSSION

Mr. Jeff Brown, Director of the Montezuma Heritage Museum, has requested a letter of support for their grant application for the T-Mobile Hometown Grant.

### BACKGROUND

Please see attached

### RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign the letter of support.

### MOTION

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

I move that City Council authorize the Mayor to sign the letter of support for the Montezuma Heritage Museum.

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### Attachments

LOS Heritage Museum



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

February 13, 2024

T-Mobile Corporation  
12920 SE 38 Street  
Bellevue, WA 98006

RE: T-Mobile Hometown Grant

Dear T-Mobile Hometown Grant Review Committee,

This letter is to show the City of Cortez's support for the Montezuma Heritage Museum's application for T-Mobile Hometown Grant for murals alongside the Museum. This project resides within the downtown area of Cortez, Colorado and meets the economic goals of the community project.

The Montezuma Heritage Museum has a large impact in our city as an economic hub in the downtown area. Creating the museum is the single most important step the Montezuma County Historical Society has ever taken to better achieve its mission to "educate, enrich and inspire our residents and visitors through the preservation, presentation and interpretation of the county's and region's rich and diverse history." The museum is uniquely situated to help educate visitors and schools by offering special field trips to local ranches and farms, provide educational materials to local teachers and other organizations, and offer professional developmental training to both staff and local individuals.

We believe the Montezuma Heritage Museum will play a valuable role in enhancing the quality of life of our community and is a strong community and regional asset. We therefore strongly encourage your support and recognition of the Montezuma Heritage Museum as a T-Mobile Hometown Grant.

Sincerely,

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Arlina Yazzie, Mayor Pro-Tem  
City of Cortez