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**CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 27, 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 Special Meeting/Worksession and Agenda Minutes for August 13, 2024.
 - b. Approval of the Expenditure List for August 27, 2024
 - c. Approval of a renewal Brew Pub Liquor License application for L&D Development Inc., DBA J Fargos, located at 1209 East Main Street, Cortez.
 - d. Approval of a renewal Brew Pub Liquor License and Outdoor Dining Agreement for WildEdge Brewing Collective, LLC., DBA WildEdge Brewing Collective, located at 111 North Market Street, Cortez.
3. PUBLIC PARTICIPATION
There is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes.
(Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter. Please reference rules below.)
 4. PRESENTATIONS
 5. PUBLIC HEARINGS
 6. UNFINISHED BUSINESS
 7. NEW BUSINESS
 - a. **Appointment of Representatives for the City of Cortez Dispatch User Group**

Council will consider approving Resolution No. 16, Series 2024, a resolution appointing Council Member Dennis Spruell and Acting Chief of Police Andy Brock as the representatives of the City of Cortez to the Dispatch User Group.

Presenter: Vern Knuckles, Chief of Police

b. Appointment to the Cortez Historic Preservation Board

Council will consider appointing Elizabeth Quin McMillan to the Cortez Historic Preservation Board as the representative of the Montezuma County Historical Society.

Presenter: Linda Smith, City Clerk

c. Authorization for City Manager to enter into a contract on behalf of the City of Cortez for HVAC Installation at the Cortez Public Library

Council will consider authorizing the City Manager to finalize a contract on behalf of the City with Comfort Air Mechanical, Inc. for installation of a new HVAC system at the Cortez Public Library.

Presenter: Brian K. Peckins, Director of Public Works

d. Letter of Support Request from Fundamental Needs Inc.

Fundamental Needs Inc. requests a Letter of Support for an application for the T-Mobile Hometown Grant.

Presenter: Helen West, Community & Economic Development Specialist

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

a. Executive Session as needed.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 08/20/2024

RE: Approval of the Council Special Meeting/Worksession and Agenda Minutes for August 13, 2024.

Attachments

Worksession Minutes 08.13.2024
Agenda Minutes 08.13.2024

CITY COUNCIL
REGULAR WORKSHOP/SPECIAL MEETING
TUESDAY AUGUST 13, 2024
6:00 p.m.

1. The Workshop was called to order at 6:00 p.m., at the City Council Chambers. Councilmembers present included, Mayor Rachel Medina, Mayor Pro-tem Lydia DeHaven, Robert Dobry, Matt Keefauver, Bill Lewis, April Randle, and Dennis Spruell. Staff members present included: Assistant Chief of Police Andy Brock, Finance Director Kelly Koskie, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were zero people present in the audience.
2. City Council pictures were taken at the Calkins Building located at 121 East First Street, Cortez.
3. Council Discussion regarding Council/City Manager Communication: City Manager Sanders asked Council for feedback for the communication process between City Council and the City Manager. Councilmember Lewis spoke about making sure the information from the weekly meeting between the City Manager and the Mayor is shared with the rest of the Council. Mayor Pro-tem DeHaven, Councilmember Keefauver and Councilmember Dobry are happy with the way information is being disseminated. Councilmember Randle stated that she was concerned with the process and since her concerns have been addressed with the minutes of the Mayor/City Manager meeting being given to all Councilmembers but noted that the Mayor/City Manager meeting is an open process and a free-flow of information and that not one member of the Council should be getting more information than the next on matters concerning the City. She appreciates the work that is being done to share information, noting that there is no such thing as too much information and if one member wants additional information there is nothing wrong or sinister about that and that is what they were elected to do as a duty to the people they represent. Councilmember Randle spoke about the hard balance between the City Manager having to share information to seven different Councilmembers on an issue and that this is where she feels is a lack of uniformity; however, she appreciates the work that the City Manager is putting towards this topic. City Manager Sanders addressed the Council on their concerns. Councilmember Spruell spoke stating he has no issues. Mayor Medina stated these discussions have brought about the minutes of these meetings and this is a great way for Council to see what topics are coming up and if they need additional information they are able to get it from the City Manager and she appreciates the responsiveness from the City Manager on getting the information to Council. City Manager Sanders spoke about a spreadsheet that will be available to Council that will project future agendas items for Council meetings so Councilmembers would be aware of upcoming topics. City Attorney Coleman spoke on CORA (Colorado Open Records Act) and warning against using the spreadsheet as a public document. City Council gave discussion on the spreadsheet.
4. General Council Discussion: Councilmember Randle stated that she has heard rumblings of increased rate in car thefts and crime in general in the City. City Manager Sanders stated there has been some increased crimes in and around the parks that is concerning and the Police

Department is addressing the issues. Mayor Pro-tem DeHaven asked if the crime numbers are going up or are the crimes changing. Chief Brock spoke about an uptick in crimes in the park but that it's mostly due to it being summertime and that happens, and unless someone is patrolling the parks at all times it's almost unavoidable. He stated there has not been a rise in stolen cars noting that if there is one or two it seems like a rise but then it dies off. A car was stolen last week and was recovered but this is not a trend and crime has not changed from the previous year. Crime is being specifically addressed in Montezuma Park. Mayor Medina asked about graffiti and Assistant Chief Brock stated there has been a couple instances in the last weeks but has been down from previous months. Councilmember Randle asked if there is an increase in the amount of non-English people in the community or if there are encampments that are being seen in other cities. Assistant Chief Brock stated we are not seeing that to the same degree as other communities. Mayor Pro-tem DeHaven asked what the dream scenario would be for the parks and Assistant Chief Brock responded that having more presence in the park would be ideal. Discussion was had on what that could look like, whether a civilian patrol or Police officers on e-bikes.

The regular workshop was adjourned at 7:14 p.m.

CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 13, 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 Lydia DeHaven, April Randle, Robert Dobry, Matthew Keefauver, Bill Lewis, and Dennis Spruell. Staff present included: Assistant Chief of Police Andy Brock, Finance Director Kelly Koskie, Director of Parks and Recreation Creighton Wright, Director of Public Works Brian Peckins, Airport Director Jeremy Patton, Court Clerk/Administrator Carla Odell, Human Resources Director Matt Cashner, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were approximately five people present in the audience.

Councilmember Dobry moved that the agenda of August 13, 2024 be approved. Councilmember Lewis seconded the motion and the vote was as follows:

| | | | | | | |
|---------|-------|-------|-----------|--------|---------|---------|
| DeHaven | Dobry | Lewis | Keefauver | Medina | Randall | Spruell |
| Yes | Yes | Yes | Yes | Yes | Yes | Yes |

2. The Consent Agenda items acted upon by Council were as follows:
 - a. Approval of the Council Special Meeting/Worksession and Agenda Minutes for July 23, 2024.
 - b. Approval of the Expenditure List for August 13, 2024.
 - c. Approval of a Transfer of Ownership application for Mi Mexico, Inc., DBA Mi Mexico, located at 801 East Main Street, Cortez.
 - d. Approval of a renewal Fermented Malt Beverage and Wine Liquor License application for Dillon Companies LLC., DBA City Market #08, located at 508 East Main Street, Cortez.
 - e. Approval of a renewal Retail Liquor Store Liquor License for Tubros, LTD., DBA Cork N Bottle, located at 443 East Main Street, Cortez.

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

| | | | | | | |
|---------|-------|-------|-----------|--------|---------|---------|
| DeHaven | Dobry | Lewis | Keefauver | Medina | Randall | Spruell |
| Yes | Yes | Yes | Yes | Yes | Yes | Yes |

3. PUBLIC PARTICIPATION:

- Catherine Foster- Ms. Foster, President of the Southwest Colorado Concert Series thanked the Council for the community support noting that this upcoming year, starting in September, is the

70th year of bringing a live music concert series to Montezuma County. She presented Council with a flyer with the upcoming concerts and encouraged them to attend.

4. PRESENTATIONS: None
5. PUBLIC HEARINGS: None
6. UNFINISHED BUSINESS: None
7. NEW BUSINESS

a. Letter of Support for Southwest Memorial Hospital Foundation. City Manager Sanders stated that the Southwest Memorial Hospital Foundation is a nonprofit organization that exists to support the Southwest Heath System (SHS), which provides health services to the rural four corners community. The Southwest Memorial Hospital Foundation Enterprise Zone Project will focus on supporting physical spaces on the hospital campus, supporting the expansion of healthcare programs and services to meet the needs of residents, and supporting the infrastructure needs of Southwest Heath Systems, including Southwest Memorial Hospital. Since the community is classified as low to moderate income, the Enterprise Zone will be critical in generating local financial support that will be utilized to help fund major infrastructure, upgrade projects and allow SHS to continue to effectively serve the community. SHS is a key economic driver for Cortez and Montezuma County, supporting both existing business and new business growth in the area by providing local emergency, primary and special health services to a community that would otherwise have to travel long distance for care. Staff is recommending that Council to authorize Mayor Medina to sign the letter of support for the Southwest Memorial Hospital Foundation Enterprise Zone Project.

Mayor Pro-tem DeHaven moved that City Council authorize the Mayor to sign a letter of support for the Southwest Memorial Foundation Enterprise Zone Project. Councilmember Keefauver seconded the motion and the vote was as follows:

| | | | | | | |
|---------|-------|-------|-----------|--------|---------|---------|
| DeHaven | Dobry | Lewis | Keefauver | Medina | Randall | Spruell |
| Yes | Yes | Yes | Yes | Yes | Yes | Yes |

b. City of Cortez Boards and Commissions Manual. City Manager Sanders stated that the City of Cortez currently has two regulatory boards and five advisory boards that are appointed by City Council. The advisory boards initiate, review, and make recommendations for the Council and City staff regarding matters related to their areas of responsibility. They set and review goals and objectives in accordance with the management system authorized by Council and are instrumental in keeping them apprised of information pertaining to each board so Council is able to make informed decisions. In years past, the duties of these Boards have not been well outlined and therefore a manual was created that instructs and outlines boards and board member duties and expectations, including adhering to the Open Meeting Law, and make it clear and understandable as to what is expected.

Councilmember Dobry moved that City Council approve the City of Cortez Boards and

Commissions Manual. Councilmember Lewis seconded the motion and the vote was as follows:

| | | | | | | |
|---------|-------|-------|-----------|--------|---------|---------|
| DeHaven | Dobry | Lewis | Keefauver | Medina | Randall | Spruell |
| Yes | Yes | Yes | Yes | Yes | Yes | Yes |

c. Amendment to City Attorney Employment Contract. City Manager Sanders presented Council with a draft amendment to City Attorney Coleman's employment contract as directed by Council during the Executive session the July 23, 2024 Council meeting. He stated the contract amends section 10(B) of the current agreement to state the following: In the event the Council desires to terminate the Agreement and terminate Mr. Coleman's employment without cause on or after August 13, 2024, if Mr. Coleman is willing and able to perform the duties of City Attorney, Council agrees to pay Mr. Coleman a lump sum cash payment equivalent to (9) months of compensation and benefits that he was receiving at the time of such termination (previously 6 months). Compensation and benefits shall include, without limitation, salary plus employer's contribution to employment taxes, retirement plans, and insurance premiums.

Councilmember Randle moved that City Council approve the Amendment to the Employment Contract for City Attorney J. Patrick Coleman to become effective August 13, 2024. Councilmember Spruell seconded the motion and the vote was as follows:

| | | | | | | |
|---------|-------|-------|-----------|--------|---------|---------|
| DeHaven | Dobry | Lewis | Keefauver | Medina | Randall | Spruell |
| 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 City of Cortez has been awarded an accessibility grant through the State of Colorado Statewide Internet Portal Authority (SIPA) for ten CommonLook licenses. This will be helpful with the City's digital accessibility plan and compliance with Colorado HB 21-1110.
- Senators Hickenlooper and Bennet have secured another \$9.7M from the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP) through the Bipartisan Infrastructure Law for infrastructure improvements at seven Colorado airports. The Cortez Municipal Airport will receive \$365,574 in federal funds for part of the terminal parking lot pick up/drop off area and the pilot access road rehabilitation project that is now underway. The airport parking lot project is slated to be completed in September, 2024.
- After a long and difficult process both of the Cortez Recreation Center pool boilers are operational as of Friday August 2, 2024. The new Recreation Center pool hours go into effect on Monday August 12, 2024. The outdoor pool closed for the season on Sunday, August 11, 2024.
- The City of Cortez Human Resources department hosted a city-wide training: 'The Effectiveness Trilogy: Time Management, Integrity and Accountability' facilitated by Dr. Derrick Noble. This

is one of several trainings provided by HR to help employees advance in their jobs and also their personal lives.

- There have been some safety issues in the City parks. The City Manager will share information with the City Council regarding recent events. (Addressed during worksession)

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop. Mayor Medina stated that during the workshop City Council went to the Calkins Building to have new pictures taken as a group. There was discussion on communication between City Council and the City Manager. General discussion was held on the safety in the City parks and general safety in the community. Assistant Chief Brock fielded questions from Council. The Mayor encouraged the public to watch the video of the work session for more details.

b. Parks, Recreation and Forestry Advisory Board. Councilmember Keefauver attended the meeting on August 13, 2024. Discussion was had on the South Neighborhood Park and the South pocket park playground. He gave an update on the subcommittees noting the forestry subcommittee is on hold for now until a new Forester can be hired. The Parks and Recreation subcommittee has met once. He stated the majority of the meeting was spent on Master Plan priorities followed by budget priorities.

c. Historic Preservation Advisory Board. Councilmember Randle attended the meeting on August 7, 2024 and Elizabeth Quinn McMillan was introduced as the new Executive Director of the Montezuma Heritage Museum. She stated there was a meeting on August 9, 2024 regarding the class three cultural resource survey of the Carpenter and Greer inventory but she was unable to attend. She stated The Cortez Cultural Center website has many events currently listed and the Montezuma County Historical Society is having their annual meeting on November 9, 2024. Also, on August 24, 2024, there will be a presentation on orchard history. The City's realtor representative shared that Cortez is currently in a balanced market, meaning that a listing has a 3 to 5-month time listing on the market, average time on market 118 days and the inventory is 135. The Cortez Historic Preservation work plan is on task for 2024 and will be posted on the City website in the future.

d. Arts Advisory Board. Mayor Medina attended the meeting and stated that Mary Jo Standard joined the meeting. Ms. Standard works in economic development for the County. She has offered to join the Arts Committee and assist in creating a special or creative arts district.

e. Court Networking Event. Mayor Medina also attended the Court networking event that was hosted by the City of Cortez. She stated this event was for court clerks and municipal judges in the region to network with their peers and for other communities to hear about the City's outreach court.

12. OTHER ITEMS OF BUSINESS: None

13. PUBLIC PARTICIPATION: None

14. ADJOURNMENT: Councilmember Dobry moved that the regular meeting be adjourned at 7:57 p.m. Councilmember Lewis seconded the motion, and the vote was as follows:

| | | | | | | |
|---------|-------|-------|-----------|--------|---------|---------|
| DeHaven | Dobry | Lewis | Keefauver | Medina | Randall | Spruell |
| Yes | Yes | Yes | Yes | Yes | Yes | Yes |

Rachel B. Medina, Mayor

ATTEST:

Donna L. Murphy, Deputy City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

Date: 08/21/2024

RE: Approval of the Expenditure List for August 27, 2024

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING AUGUST 16, 2024

| Department | Vendor Name | Description | Amount |
|----------------------|----------------------------------|---|--------------|
| | | | |
| City Attorney | KELLY LAW PARTNERS, LLC | LEGAL SERVICES | \$ 225.00 |
| | | Total | \$ 225.00 |
| | | | |
| Municipal Court | MARSHALL SUMRALL | LEGAL SERVICES - MULTIPLE | \$ 250.00 |
| | MARSHALL SUMRALL | LEGAL SERVICES - MULTIPLE | \$ 900.00 |
| | RACHEL D. MUHONEN, P.C. | LEGAL SERVICES | \$ 350.00 |
| | RACHEL D. MUHONEN, P.C. | LEGAL SERVICES | \$ 570.00 |
| | RICHARD SIMS LAW OFFICE | LEGAL SERVICES - MCCLAWS | \$ 75.00 |
| | RICHARD SIMS LAW OFFICE | LEGAL SERVICES - ARNOLD | \$ 125.00 |
| | MICHAEL WANGER | Fill-In Judge Services - July Services | \$ 1,750.00 |
| | MONICA PALMQUIST | Interpreter Services for Jorge Dominguez - Case # | \$ 65.00 |
| | DELL MARKETING L.P. | Dell Dual VESA Mount w/ Adapter Bracket - MC | \$ 53.12 |
| | DELL MARKETING L.P. | Dell 24 Monitor - P2425H - MC | \$ 512.97 |
| | DELL MARKETING L.P. | OptiPlex 3000 Thin Client - MC | \$ 1,652.80 |
| | | Total | \$ 6,303.89 |
| | | | |
| Finance | EXPRESS EMPLOYMENT PROFESSIONALS | Blanket PO - Contract IT Manager - Jay Rohrer | \$ 1,855.20 |
| | | Total | \$ 1,855.20 |
| | | | |
| Grant Admin | BOHANNAN HUSTON INC | Blanket PO - Cortez Safety Action Plan" Project # | \$ 10,658.95 |
| | | Total | \$ 10,658.95 |
| | | | |
| Events | BRAND CENTRAL | Screen Fee | \$ 25.00 |
| | BRAND CENTRAL | Screen Print XXL shirts | \$ 127.50 |
| | BRAND CENTRAL | Balloon Rendezvous T Shirts | \$ 414.00 |
| | KSJD RADIO | Underwriting - July 2024 | \$ 250.00 |
| | KSJD RADIO | Underwriting - June 2024 | \$ 250.00 |
| | LEADERSHIP MONTEZUMA | ASIALYNN HAGER | \$ 450.00 |
| | BRAND CENTRAL | Screen Fee | \$ 45.00 |
| | BRAND CENTRAL | Re-Design Art | \$ 80.00 |
| | BRAND CENTRAL | Employee Appriciation T Shirt xxxL | \$ 560.00 |
| | BRAND CENTRAL | Employee Appriciation T Shirt xxL | \$ 585.00 |
| | BRAND CENTRAL | Employee Appriciation t Shirts | \$ 1,200.00 |
| | | Total | \$ 3,986.50 |
| | | | |
| Library | ULINE | GOJO foaming soap - LB | \$ 44.06 |
| | WESTERN PAPER DISTRIBUTORS | VBBT5431 Toilet Tissue - LB | \$ 39.93 |
| | WESTERN PAPER DISTRIBUTORS | SCA-HB9201 Kitchen Roll Towels - LB | \$ 52.06 |
| | | Total | \$ 136.05 |
| | | | |
| City Hall Operations | ATMOS ENERGY | GAS SERVICE | \$ 314.23 |
| | WESTERN PAPER DISTRIBUTORS | VBMF91K Multifold Towels - CH | \$ 40.70 |
| | WESTERN PAPER DISTRIBUTORS | SCA-HB9201 Kitchen Roll Towels - CH | \$ 52.06 |
| | | Total | \$ 406.99 |
| | | | |

EXPENDITURE LIST FOR WEEK ENDING AUGUST 16, 2024

| Department | Vendor Name | Description | Amount |
|--------------------|----------------------------------|---|--------------|
| | | | |
| Welcome Center | ATMOS ENERGY | GAS SERVICE | \$ 30.20 |
| | ULINE | GOJO foaming soap - WC | \$ 66.10 |
| | | Total | \$ 96.30 |
| | | | |
| Police Department | AT&T MOBILITY | PHONES | \$ 140.20 |
| | VERIZON WIRELESS | DEMO LAPTOP | \$ 40.01 |
| | KS STATE BANK | DEPOSIT FUNDS IN 3362048 VPA | \$ 9,224.42 |
| | RAGSDALE AND ASSOC. P.C. | Testing for new officer | \$ 375.00 |
| | MONTEZUMA COUNTY LANDFILL | POLICE/ANIMALS | \$ 147.00 |
| | GALL'S LLC | Shipping | \$ 36.99 |
| | GALL'S LLC | Leather belt | \$ 45.76 |
| | GALL'S LLC | Class A Uniform Pant | \$ 62.44 |
| | GALL'S LLC | Oxfords | \$ 73.60 |
| | GALL'S LLC | Class A Uniform Shirt | \$ 82.11 |
| | GALL'S LLC | 511 S/S Polo | \$ 126.72 |
| | GALL'S LLC | 511 L/S Polo | \$ 137.28 |
| | TAMI'S CREATIONS | Sew on patches | \$ 175.00 |
| | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 90.00 |
| | LORI MILLICH | REIMB PETTY CASH - L. MILLICH MAIL PACKAGES | \$ 11.80 |
| | ATMOS ENERGY | GAS SERVICE | \$ 50.65 |
| | ULINE | GOJO foaming soap - PD | \$ 66.10 |
| | WESTERN PAPER DISTRIBUTORS | VBBT5431 Toilet Tissue - PD | \$ 39.93 |
| | WESTERN PAPER DISTRIBUTORS | VBMF91K Multifold Towels - PD | \$ 40.70 |
| | WESTERN PAPER DISTRIBUTORS | SCA-HB9201 Kitchen Roll Towels - PD | \$ 104.12 |
| | IMAGENET CONSULTING LLC | COPIER EXPENSE | \$ 25.08 |
| | | Total | \$ 11,094.91 |
| | | | |
| Animal Shelter | FOUR CORNERS M.A.S.H., LLC | CASTRATION | \$ 64.00 |
| | FOUR CORNERS M.A.S.H., LLC | SPAY | \$ 96.00 |
| | | Total | \$ 160.00 |
| | | | |
| Public Works | LEADERSHIP MONTEZUMA | IAN ROBERSON | \$ 450.00 |
| | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 60.00 |
| | CHOICE BUILDING SUPPLY | LUMBER | \$ 88.84 |
| | | Total | \$ 598.84 |
| | | | |
| Parks & Recreation | COLORADO PARKS AND RECREATION AS | Annual Membership | \$ 945.00 |
| | | Total | \$ 945.00 |
| | | | |
| Outdoor Pool | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 67.50 |
| | | Total | \$ 67.50 |
| | | | |
| Golf Course Maint | LE PEW PORTA-JOHNS INC. | Portolet Rental #13 Tee, Monthly | \$ 180.00 |
| | ATMOS ENERGY | GAS SERVICE | \$ 40.85 |
| | WESTERN PAPER DISTRIBUTORS | VBMF91K Multifold Towels - GC | \$ 40.70 |

EXPENDITURE LIST FOR WEEK ENDING AUGUST 16, 2024

| Department | Vendor Name | Description | Amount |
|---------------------|----------------------------------|--|--------------|
| | | | |
| | WESTERN PAPER DISTRIBUTORS | SCA-HB9201 Kitchen Roll Towels - GC | \$ 52.06 |
| | R & R PRODUCTS INC. | 253-134 Seal | \$ 11.90 |
| | R & R PRODUCTS INC. | 106-6926 Seal | \$ 20.10 |
| | R & R PRODUCTS INC. | 105-5706 Lock nut | \$ 28.60 |
| | R & R PRODUCTS INC. | R94-6392 Bed knife tees | \$ 41.25 |
| | R & R PRODUCTS INC. | 105-5793 8 Blade reel for Toro 3150 | \$ 291.65 |
| | | Total | \$ 707.11 |
| | | | |
| Parks | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 45.00 |
| | SPRINKLER PROS | LAWN MAINTENANCE | \$ 1,585.00 |
| | ATMOS ENERGY | GAS SERVICE | \$ 37.80 |
| | DELL MARKETING L.P. | Dell 14 Monitor - P2425H - PRKS MAINT | \$ 512.97 |
| | DELL MARKETING L.P. | OptiPlex 3000 Thin Client - PRKS MAINT | \$ 2,479.20 |
| | EMPIRE ELECTRIC ASSOCIATION | CROSSARMS FOR BASEBALL FIELD | \$ 5,664.47 |
| | WESTERN PAPER DISTRIBUTORS | VBBT5431 Toilet Tissue - PKS | \$ 399.30 |
| | | Total | \$ 10,723.74 |
| | | | |
| Planning & Building | BOHANNAN HUSTON INC | Blanket PO - Professional Services | \$ 1,750.00 |
| | DELL MARKETING L.P. | Dell Dual VESA Mount w/ Adapter Bracket - P&Z | \$ 53.12 |
| | DELL MARKETING L.P. | Dell 24 Monitor - P2425H - P&Z | \$ 341.98 |
| | DELL MARKETING L.P. | OptiPlex 3000 Thin Client - P&Z | \$ 826.40 |
| | | Total | \$ 2,971.50 |
| | | | |
| Shop | AMAZON CAPITAL SERVICES | Annual Vehicle Inspection Report Forms | \$ 21.95 |
| | AMAZON CAPITAL SERVICES | Annual Inspection Stickers for Cehicle by GOTSAL | \$ 23.50 |
| | FOUR CORNERS WELDING & GAS SUPPL | DEWDWA8424 - COW, METAL - DEWALT 25pk | \$ 65.82 |
| | BOBCAT OF DURANGO | Filter Oil Engine | \$ 29.02 |
| | BOBCAT OF DURANGO | Hydraulic Element Filter | \$ 41.36 |
| | BOBCAT OF DURANGO | Air Filter - INNER | \$ 49.94 |
| | BOBCAT OF DURANGO | Air Filter - OUTER | \$ 82.55 |
| | BOBCAT OF DURANGO | Fuel Filter | \$ 89.50 |
| | FRONTIER CONTRACTING | Packing Kit for 60m x 73m Lift Cylinder | \$ 129.50 |
| | FRONTIER CONTRACTING | Services provided - labor | \$ 385.00 |
| | SENERGY PETROLEUM | Dyed Diesel for Golf Course | \$ 1,036.31 |
| | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 45.00 |
| | WESTERN PAPER DISTRIBUTORS | VBBT5431 Toilet Tissue - SC | \$ 39.93 |
| | WESTERN PAPER DISTRIBUTORS | VBMF91K Multifold Towels - SC | \$ 40.70 |
| | WESTERN PAPER DISTRIBUTORS | SCA-HB9201 Kitchen Roll Towels - SC | \$ 52.06 |
| | | Total | \$ 2,132.14 |
| | | | |
| Technology | MONTEZUMA COUNTY LANDFILL | ELECTRONICS | \$ 6.25 |
| | RINGCENTRAL INC | MOBILE USER CHARGE | \$ 11.86 |
| | DELL MARKETING L.P. | Wyse Management Suite Pro (WMS Pro) - IT | \$ 575.74 |
| | DELL MARKETING L.P. | Dell ThinOS Activation License - IT | \$ 922.50 |
| | CENTURYLINK | DID | \$ 3.05 |

EXPENDITURE LIST FOR WEEK ENDING AUGUST 16, 2024

| Department | Vendor Name | Description | Amount |
|--------------------|------------------------------------|---|--------------|
| | | | |
| | | Total | \$ 1,519.40 |
| | | | |
| Airport | DELL MARKETING L.P. | Dell Latitude 5540 XCTO Base | \$ 721.19 |
| | | Total | \$ 721.19 |
| | | | |
| Dispatch | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 45.00 |
| | LANGUAGE LINE SERVICE | INTERPRETATION SERVICES | \$ 71.60 |
| | BRAND CENTRAL | Uniform shirts for dispatch | \$ 210.00 |
| | | Total | \$ 326.60 |
| | | | |
| Rec Center | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 67.50 |
| | STERICYCLE INC. | Steri-Safe OSHA Compliance Subscription | \$ 437.63 |
| | XEROX CORPORATION | Lease Payments & Imression | \$ 246.28 |
| | XEROX CORPORATION | Lease Payments + Impression | \$ 267.40 |
| | XEROX CORPORATION | Lease Payment & Impressions | \$ 270.77 |
| | XEROX CORPORATION | Lease Payment & Impressions | \$ 299.58 |
| | LARRY'S PEST CONTROL | PEST CONTROL | \$ 190.00 |
| | LARRY'S PEST CONTROL | PEST CONTROL | \$ 190.00 |
| | LARRY'S PEST CONTROL | PEST CONTROL | \$ 190.00 |
| | LARRY'S PEST CONTROL | PEST CONTROL | \$ 190.00 |
| | WESTERN PAPER DISTRIBUTORS | CLEANING SUPPLIES | \$ 111.20 |
| | WESTERN PAPER DISTRIBUTORS | CLEANING SUPPLIES | \$ 341.19 |
| | | Total | \$ 2,801.55 |
| | | | |
| Water | DONOVAN MALONEY | Reimb Journeyman Plumber Practice Test | \$ 26.78 |
| | VERIZON WIRELESS | CRADLE PORTS | \$ 160.10 |
| | ATMOS ENERGY | GAS SERVICE | \$ 104.11 |
| | | Total | \$ 290.99 |
| | | | |
| Refuse | MONTEZUMA COUNTY LANDFILL | COMPOST | \$ 505.12 |
| | MONTEZUMA COUNTY LANDFILL | Blanket PO - Landfill Charges | \$ 37,493.62 |
| | CHIROPRACTIC HEALTH ALLIANCE | DOT PHYSICAL - BEDKER | \$ 100.00 |
| | DRUG & ALCOHOL TESTING ASSOC | EMPLOYEE DRUG TESTING | \$ 105.00 |
| | LEADERSHIP MONTEZUMA | CALEB CALDWELL | \$ 450.00 |
| | MONTEZUMA COUNTY LANDFILL | MATTRESS | \$ 272.00 |
| | | Total | \$ 38,925.74 |
| | | | |
| Conservation Trust | FARMINGTON HEATING & METAL CO., II | POOL DEHUMIDIFIER REPAIR | \$ 1,839.50 |
| | | Total | \$ 1,839.50 |
| | | | |
| Total | | | \$ 99,494.59 |

EXPENDITURE LIST FOR WEEK ENDING AUGUST 23, 2024

| Department | Vendor Name | Description | Amount |
|----------------------|---------------------------------|---|-------------|
| Finance | EXPRESS EMPLOYMENT PROFESSIONAL | Blanket PO - Contract IT Manager - Jay Rohrer | \$ 1,855.20 |
| | | Total | \$ 1,855.20 |
| Grant Admin | CORTEZ RETAIL ENHANCEMENT ASSN | CORTEZ CASH CARDS | \$ 300.00 |
| | | Total | \$ 300.00 |
| Events | BRAND CENTRAL | Pilot Cards | \$ 300.00 |
| | LE PEW PORTA-JOHNS INC. | Third Thursday Porta John | \$ 360.00 |
| | LE PEW PORTA-JOHNS INC. | Balloon Rendezvous Porta John Rentals | \$ 720.00 |
| | SOUTHWEST COLORADO CONCERTS | Southwest Colorado concert sponsorship | \$ 400.00 |
| | | Total | \$ 1,780.00 |
| Library | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 1,836.45 |
| | ATMOS ENERGY | GAS SERVICE | \$ 46.37 |
| | K-LOG INC | CHAIRS | \$ 755.74 |
| | ULINE | GOJO foaming soap - LB | \$ 44.06 |
| | CENTER POINT LARGE PRINT | BOOKS | \$ 604.08 |
| | BLACKSTONE PUBLISHING | AUDIO BOOKS | \$ 73.59 |
| | BLACKSTONE PUBLISHING | AUDIO BOOKS | \$ 151.17 |
| | XEROX CORPORATION | COPIER EXPENSE | \$ 505.35 |
| | XEROX CORPORATION | COPIER EXPENSE | \$ 525.59 |
| | DEMCO INC | SUPPLIES | \$ 379.80 |
| | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | | Total | \$ 4,967.70 |
| City Hall Operations | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 30.00 |
| | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 472.98 |
| | XEROX CORPORATION | COPIER EXPENSE | \$ 93.99 |
| | XEROX CORPORATION | COPIER EXPENSE | \$ 459.96 |
| | | Total | \$ 1,102.43 |
| Welcome Center | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | ORKIN LLC | PEST CONTROL SERVICES | \$ 141.99 |
| | REDFIN JANITORIAL LLC | JANITORIAL SERVICE | \$ 1,700.00 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 701.90 |
| | ULINE | GOJO foaming soap - WC | \$ 66.10 |
| | | Total | \$ 2,655.49 |
| Police Department | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | ORKIN LLC | PEST CONTROL SERVICES | \$ 204.99 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 3,542.46 |
| | ULINE | GOJO foaming soap - PD | \$ 66.10 |
| | IMAGENET CONSULTING LLC | COPIER EXPENSE | \$ 20.19 |
| | | Total | \$ 3,879.24 |

EXPENDITURE LIST FOR WEEK ENDING AUGUST 23, 2024

| Department | Vendor Name | Description | Amount |
|-------------------|-------------------------------|--|--------------|
| | | | |
| | | | |
| Animal Shelter | DOLORES ANIMAL HOSPITAL | CASTRATION | \$ 92.00 |
| | FOUR CORNERS M.A.S.H., LLC | SPAY | \$ 96.00 |
| | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 44.63 |
| | ATMOS ENERGY | GAS SERVICE | \$ 46.99 |
| | | Total | \$ 325.12 |
| | | | |
| Public Works | ZORO TOOLS INC | MSA 10021292 Full Brim Hard Hat, Orange, Ratcl | \$ 127.50 |
| | FERGUSON WATERWORKS #1116 | Mueller Drilling and Tapping Machine Drill Bit | \$ 407.55 |
| | FERGUSON WATERWORKS #1116 | Mueller Drilling and Tapping Machine Drill Bit | \$ 413.69 |
| | CHOICE BUILDING SUPPLY | SCREWS | \$ 15.20 |
| | CHOICE BUILDING SUPPLY | SCREWS, WASHERS | \$ 22.24 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 11,395.84 |
| | FRANK'S SUPPLY CO. | TTT-1202200 Ames Pony J-450 SP Shovel - Quote | \$ 222.75 |
| | BUILDERS FIRST SOURCE | REDI-MIX CONCRETE PALLET - EVEN ECHANGE O | \$ 335.58 |
| | HARDLINE EQUIPMENT | 5050040431 - Front broom for third brush head. | \$ 3,710.00 |
| | | Total | \$ 16,650.35 |
| | | | |
| Outdoor Pool | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 2,464.47 |
| | ATMOS ENERGY | GAS SERVICE | \$ 315.28 |
| | | Total | \$ 2,825.25 |
| | | | |
| Golf Pro | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 35.50 |
| | ORKIN LLC | Blanket PO - Pest Control Services - GC Pro Shop | \$ 128.99 |
| | | Total | \$ 164.49 |
| | | | |
| Golf Course Maint | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 2,127.27 |
| | | Total | \$ 2,172.77 |
| | | | |
| Parks | CORTEZ 21 PIPELINE ASSN | Per Share Assessment | \$ 365.00 |
| | CORTEZ 21 PIPELINE ASSN | Annual Dues - Base Fee | \$ 385.00 |
| | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 3,176.94 |
| | BRAND CENTRAL | Text Composition | \$ 20.00 |
| | BRAND CENTRAL | 5X7" Signs - Carpenter Vegetation" | \$ 54.00 |
| | SOUTHWEST SIGNS & GRAPHICS | 12X18" Aluminum Sign" | \$ 227.09 |
| | SOUTHWEST SIGNS & GRAPHICS | 12X18" Coroplast Sign" | \$ 394.63 |
| | | Total | \$ 4,668.16 |
| | | | |
| Recreation | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 22.00 |
| | MONTEZUMA CORTEZ SCHOOL DIST. | TRIP TO FARMINGTON | \$ 312.00 |
| | | Total | \$ 334.00 |

EXPENDITURE LIST FOR WEEK ENDING AUGUST 23, 2024

| Department | Vendor Name | Description | Amount |
|---------------------|-------------------------------|--|--------------|
| | | | |
| | | | |
| Planning & Building | OFFICE DEPOT | HP 410A Black Toner | \$ 79.05 |
| | OFFICE DEPOT | HP 410A Magenta, Yellow and Cyan Toner | \$ 306.27 |
| | | Total | \$ 385.32 |
| | | | |
| Shop | FOUR STATES TIRE CO. | Blanket PO - Tire Repairs and Alignments | \$ 54.00 |
| | FOUR STATES TIRE CO. | Blanket PO - Tire Repairs and Alignments | \$ 608.60 |
| | O'REILLY AUTO PARTS | Blanket PO - Parts for Fleet Repairs and Supplies | \$ 11.89 |
| | O'REILLY AUTO PARTS | Blanket PO - Parts for Fleet Repairs and Supplies | \$ 15.83 |
| | O'REILLY AUTO PARTS | Blanket PO - Parts for Fleet Repairs and Supplies | \$ 118.44 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 5.30 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 9.25 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 9.49 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 10.94 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 11.04 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 15.34 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 24.49 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 25.74 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 46.54 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 61.82 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 100.92 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 102.37 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 150.34 |
| | SUPERIOR AUTO | Blanket PO - Parts/Supplies for Fleet Maintenance | \$ 182.89 |
| | SENERGY PETROLEUM | Unleaded U86E10 Fuel for Service Center | \$ 4,405.72 |
| | SUPERIOR SERVICES, LLC | Blanket PO - Janitorial Services at the Service Center | \$ 1,950.00 |
| | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 3,092.21 |
| | ATMOS ENERGY | GAS SERVICE | \$ 110.55 |
| | AMAZON CAPITAL SERVICES | Office Depot Cleaning Duster | \$ 53.98 |
| | XEROX CORPORATION | Blanket PO - C8045 AltaLink Color Copier, s/n 8T | \$ 477.96 |
| | | Total | \$ 11,701.15 |
| | | | |
| Streets | STREETLIGHT DATA INC | Data Subscription Renewal - 4 modes - Trucks, pa | \$ 19,168.00 |
| | TRAUTNER GEOTECH | Blanket PO - Testing Services - Concrete Cost Sha | \$ 784.00 |
| | | Total | \$ 19,952.00 |
| | | | |
| Airport | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 1,002.41 |
| | ATMOS ENERGY | GAS SERVICE | \$ 68.19 |
| | | Total | \$ 1,070.60 |
| | | | |
| Rec Center | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 11,190.03 |
| | RECREONICS, INC. | CREDIT USED TWICE | \$ 11.06 |
| | SPARKS PLUMBING | Retail Delivery Fee | \$ 0.28 |
| | SPARKS PLUMBING | Permit | \$ 50.00 |

EXPENDITURE LIST FOR WEEK ENDING AUGUST 23, 2024

| Department | Vendor Name | Description | Amount |
|------------|---------------------------------|--|---------------|
| | | | |
| | SPARKS PLUMBING | Consumable Material | \$ 150.00 |
| | SPARKS PLUMBING | Vent piping | \$ 400.00 |
| | SPARKS PLUMBING | Reroute gas pipe, fittings & valves | \$ 475.00 |
| | SPARKS PLUMBING | Wiring | \$ 1,400.00 |
| | SPARKS PLUMBING | Piping & fittings | \$ 4,500.00 |
| | SPARKS PLUMBING | Service and Labor | \$ 4,500.00 |
| | SPARKS PLUMBING | Lochinvar Apn500-8647 Boilers | \$ 60,213.90 |
| | WESTERN PAPER DISTRIBUTORS | CLEANING SUPPLIES | \$ 406.63 |
| | | Total | \$ 83,296.90 |
| | | | |
| Water | POSTAL PROS, INC. | Set Up Inserts - Usage Rates | \$ 600.80 |
| | GREEN ANALYTICAL LABS, INC. | Blanket PO - Lab Testing Services | \$ 124.20 |
| | GREEN ANALYTICAL LABS, INC. | Blanket PO - Lab Testing Services | \$ 520.20 |
| | ALPINE SECURITY & ELECTRONICS | ALARM SERVICES | \$ 45.50 |
| | EMPIRE ELECTRIC ASSOCIATION | ELECTRIC SERVICE | \$ 2,685.99 |
| | THATCHER CHEMICAL CO. | Blanket PO - Liquid Alum AL2 | \$ 7,054.66 |
| | AT&T MOBILITY | IPADS | \$ 273.51 |
| | FRANK'S SUPPLY CO. | TTT-1202200 Ames Pony J-450 SP Shovel | \$ 222.75 |
| | 4 STATES AGGREGATES, LLC | Blanket PO - Crusher Fines/Sand, Brandon's Gate | \$ 12,117.37 |
| | CHOICE BUILDING SUPPLY | TARP | \$ 59.99 |
| | FERGUSON WATERWORKS #1116 | C6500151X Curb Box 151 Extension - Original PO | \$ 139.02 |
| | FERGUSON WATERWORKS #1116 | C6500152X Curb Box 152 Extension - Original PO | \$ 214.64 |
| | FERGUSON WATERWORKS #1116 | MA301 5-1/4 Safety Flange Repair Kit - Quote #B | \$ 1,943.92 |
| | D & L CONSTRUCTION | Blanket PO - Heavy Equipment Hauler Services | \$ 300.00 |
| | POWER EQUIPMENT COMPANY | LDW INSURANCE | \$ 108.00 |
| | POWER EQUIPMENT COMPANY | EQ0011677 - BOMAG MODEL: BMP8500 S/N 101 | \$ 675.00 |
| | | Total | \$ 27,085.55 |
| | | | |
| CCN Fund | MAMMOTH NETWORKS | Blanket PO - D1A, CRTZ2018-001R 2Gbps commi | \$ 1,695.00 |
| | | Total | \$ 1,695.00 |
| | | | |
| Refuse | BELT SALVAGE | Blanket PO - Miscellaneous Materials for Repairs | \$ 196.80 |
| | FOUR CORNERS WELDING & GAS SUPP | Blanket PO - Welding Supplies - Dumpster Repair | \$ 290.13 |
| | FASTENAL COMPANY | One Size White N95 Disposable Particulate Respi | \$ 59.90 |
| | | Total | \$ 546.83 |
| | | | |
| Total | | | \$ 189,413.55 |



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 08/15/2024

RE: Approval of a renewal Brew Pub Liquor License application for L&D Development Inc., DBA J Fargos, located at 1209 East Main Street, Cortez.

Attachments

Renewal- J Fargos



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

8/15/2024

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A BREW PUB LIQUOR LICENSE FROM L& D DEVELOPMENT, INC., DBA J FARGOS, LOCATED AT 1209 EAST MAIN STREET, CORTEZ

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on August 12, 2024. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of a Brew Pub Liquor License for L&D Development, Inc., DBA J Fargos, located at 1209 East Main Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 08/19/2024

RE: Approval of a renewal Brew Pub Liquor License and Outdoor Dining Agreement for WildEdge Brewing Collective, LLC., DBA WildEdge Brewing Collective, located at 111 North Market Street, Cortez.

Attachments

Renewal- WildEdge
Outdoor Dining Agreement



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

August 19, 2024

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A BREW PUB LIQUOR LICENSE AND
OUTDOOR DINING AGREEMENT FOR WILDEDGE BREWING COLLECTIVE,
LLC., DBA WILDEDGE BREWING COLLECTIVE, LOCATED AT 111 NORTH
MARKET STREET, CORTEZ

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on July 26, 2024. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of a Brew Pub Liquor License and Outdoor Dining Agreement for WildEdge Brewing Collective, LLC., DBA WildEdge Brewing Collective, located at 111 North Market Street, Cortez.

MAIN STREET CORTEZ, COLORADO OUTDOOR DINING LICENSE AGREEMENT

THIS AGREEMENT is entered into between the City of Cortez, Colorado a home rule City (hereinafter "City") and WildEdge Brewing Collective LLC at 111 North Market Street Cortez, Colorado 81321 (hereinafter "Licensee") on September 22, 2024.

IN CONSIDERATION of the promises herein the parties agree as follows:

1. Authorization. Licensee is authorized to maintain an encroachment which is more fully described herein below and as shown on the site plan attached hereto and incorporated herein as Exhibit A (hereinafter "License Area"), in a public right of way abutting the existing facility operated by Licensee at 111 North Market Street Cortez, Colorado and extending 6 feet from the building to the West on Market Street only and totaling approximately 34 feet 2 inches along the front of the building totaling approximately 205 square feet, and is restricted exclusively to this location. See map attached hereto and incorporated herein as Exhibit 1.

2. Improvements. Licensee accepts the License Area as it is currently improved, and the City shall not be required to make any improvements thereon. Licensee, at its sole expense, shall erect, retain and maintain a barrier not more than 42" in height. The premises barrier must meet the State of Colorado liquor licensing requirements for alcohol service as determined by the City Clerk. The barrier must be approved in writing by the Cortez Building Official according to applicable City Ordinances/Codes. The barrier may be affixed to the sidewalk or in a way which does not damage the existing surface of the License Area required. No business signage may be placed on or upon the licensed area. Two liquor notice signs at the entrance and exit stating "no alcohol beyond this point" are allowed without approval and are required. Additionally, two City approved signs to be placed on the outside of perimeter railing or fencing so as to be visible to the sidewalk pedestrians stating "No Bikes, No Pets, No Attachments" are allowed and are required.

3. Fixtures. Licensee is allowed to place dining tables, chairs, umbrellas, food and beverage service stations, flower boxes and trash receptacles (hereinafter "Fixtures") only in the License Area. The Fixtures must be reasonably secured so as not to further encroach into the public right of way or endanger any passerby or patron and to resist wind forces. All Fixtures are the property and responsibility of the Licensee. At the expiration of the term of this License Agreement (as described in Paragraph 7 below) all Fixtures must be removed from the License Area.

4. Fees. The Licensee shall pay the City \$0.00 per year for the initial term of this License Agreement. Payment is due at execution of this Agreement. Licensee shall be solely responsible for any taxes or assessments of any kind that may become payable from the use of the License Area. City may at its discretion charge Licensee a fee for the use of the license area in future agreements or renewals.

5. Conduct. Licensee shall offer service to and access the License Area only from within the

existing restaurant premises. Food and beverage service may not be conducted via the public right of way outside of the License Area. The only products Licensee may dispense from the License Area are food and approved beverage products. Licensee shall be responsible for operating the License Area in a manner that does not disturb adjacent property owners and does not cause a public nuisance through excessive noise, lighting, litter or any other manner. Amplified music is not permitted on the License Area. Licensee shall keep the License Area in a clean and sanitary condition at all times.

Licensee agrees to assist the City in efforts to patrol and maintain the public sidewalk right-of-way adjacent to the License Area so that no dogs, bikes or other objects will impede public use of the sidewalk.

6. Insurance. Licensee shall file with the City Clerk, prior to the starting date of this License, a certificate of insurance evidencing a valid and effective policy of Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION (\$2,000,000) General Aggregate, TWO MILLION (\$2,000,000) Products Aggregate, ONE MILLION (\$1,000,000) Personal and Advertising Injury, ONE MILLION (\$1,000,000) Each Occurrence, FIVE HUNDRED THOUSAND (\$500,000) Damage to Premises Rented to You, FIVE THOUSAND (\$5,000) Medical Payments together with host liquor (when applicable), liquor liability and broad form property damage. The policy shall be applicable to the premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name the City of Cortez and its officers, agents, and employees as additional named insured. Each policy must also contain an endorsement requiring (30) days notice by certified mail sent to the City Clerk for the City of Cortez before the insurer may cancel the policy for any reason.

Licensee, on behalf of itself and its heirs, executors, successors and assigns, further agrees to indemnify and hold harmless the City of Cortez and its officers, agents and employees from and against any and all claims, suits, damages, costs, losses, and expenses, including attorney's fees, to persons or property in any manner resulting from, arising out of, or connected with the construction, maintenance, removal or operation of the encroachment which is the subject of this Agreement. Licensee shall keep the License Area at all times free and clear of any mechanics' liens and all other liens for any purpose.

7. Term. Licensee may occupy the License Area from 22 September, 2024 through 21 September, 2025 upon execution of this License Agreement. The City Clerk, in his/her sole discretion, may renew this License Agreement upon the expiration thereof; provided, however, that the City may upon renewal increase the fees provided for in paragraph 4. The Licensee shall make a request, in writing to the City Clerk, for renewal not less than thirty (30) days prior to the expiration of this Agreement. Any renewal shall be in the sole discretion of the City Clerk and nothing herein shall be construed to grant to Licensee a right of renewal.

8. Termination. It is understood by Licensee that this license is revocable by the City Clerk in which case this Agreement shall be deemed null and void. The licenses are revocable upon

determination that the continued use of the license area is detrimental to the public health or welfare or upon finding of violation of any terms of this policy or the License Agreement, or violation of other licenses or permits for any reason whatsoever at the sole discretion of the City Clerk upon thirty (30) days' written notice in which case this Agreement shall be deemed null and void. In the event the City Clerk determines that continued use of the License Area poses an undue threat to public health and welfare or other cause exists, this license may be immediately revoked. Loss of the Licensee's liquor license or other operating permits and license shall constitute cause. In the event of revocation, pre-paid license fees may be retained by the City until Licensee shall, at its sole expense, remove the Fixtures and Improvements in their entirety and restore the public right of way to its preexisting condition. Thereafter, the City will refund on a pro-rata basis any remaining pre-paid license fee.

9. General Provisions.

Assignability. This Agreement and the license it grants are issued solely to the undersigned and are not assignable without prior written consent of the City Clerk.

Successors. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, and successors.

Notices. Any notices required herein shall be deemed to have been duly given by depositing same in the United States Mail addressed as follows:

City of Cortez
City Clerk

123 Roger Smith Ave

Cortez, Colorado 81321

Licensee
WildEdge Brewery Collective LLC

111 North Market Street

Cortez, Colorado 81321

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first above written.

CITY OF CORTEZ


ATTEST

BY: _____
Rachel B. Medina, Mayor

BY: _____
Linda L. Smith, City Clerk

LICENSEE: WildEdge Brewery Collective LLC

Approved as to Form:

BY:  _____
Title: Owner

Patrick Coleman, City Attorney



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

Memorandum

To: CORTEZ CITY COUNCIL

From: Lori Millich, Administrative Secretary/Police

Date: 08/19/2024

RE: Appointment of Representatives for the City of Cortez Dispatch User Group

BACKGROUND

In January 2024, the Cortez City Council adopted Resolution No. 03, Series 2024 appointing Council Member Dennis Spruell and Chief of Police Vernon Knuckles as the two representatives to the Dispatch User Group for the City of Cortez.

Chief Knuckles is being called to active military duty and deploying in October 2024, for a period of at least 365 days. Therefore, we are requesting that the City Council appoint a replacement for Chief Knuckles as the City's second representative to the Dispatch User Group Committee. For ease of management and clarity for the Dispatch User Group, we are requesting re-appointment of Council Member Spruell at the same time.

DISCUSSION

Assistant Chief of Police Andy Brock will be Acting Chief of Police during Chief Knuckles' deployment.

RECOMMENDATION

Staff recommends that Council approve Resolution No. 16, Series 2024, appointing Council Member Dennis Spruell and Acting Chief of Police Andy Brock as the City of Cortez representatives to the Dispatch Center User Group.

MOTION

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

"I move that the City Council approve the resolution appointing Assistant Chief of Police Andy Brock, and re-appointing Council Member Dennis Spruell as the representatives of the City of Cortez to the Dispatch User Group."

Attachments

Resolution No. 16, Series 2024

**CITY OF CORTEZ
COUNCIL RESOLUTION NO. 16, SERIES 2024**

**A RESOLUTION APPOINTING COUNCIL MEMBER DENNIS SPRUELL AND
ACTING CHIEF OF POLICE ANDY BROCK AS THE REPRESENTATIVES FOR THE
CITY OF CORTEZ TO THE DISPATCH CENTER USER GROUP.**

WHEREAS, the City of Cortez and various other governmental agencies have entered into an intergovernmental agreement concerning the use of the Dispatch Center (the “IGA”); and

WHEREAS, the City Council may appoint two representatives to the Dispatch Center User Group pursuant to the terms of the IGA; and

WHEREAS, the Chief of Police Vernon Knuckles is being deployed beginning October 16, 2024 for a period of at least 365 days a replacement is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CORTEZ CITY COUNCIL that City Council Member Dennis Spruell and the Acting Chief of Police Andy Brock are appointed to be the City of Cortez representatives to the Dispatch Center User Group.

MOVED, SECONDED, and ADOPTED THIS 27th DAY OF AUGUST 2024.

Rachel B. Medina, Mayor

A T T E S T:

Linda L. Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: August 15, 2024

RE: Appointment to the Cortez Historic Preservation Board

BACKGROUND

Elizabeth Quinn MacMillan was introduced to the Council at the Council Work Session held on August 27, 2024. A board seat is reserved for a representative of the Montezuma County Historical Society on the Cortez Historic Preservation Board. This seat has been vacant for some time. Ms. MacMillan was recommended for this appointment by the Montezuma County Historical Society at their board meeting held on August 9, 2024.

DISCUSSION

The term for a representative of the Montezuma County Historical Society on the Cortez Historic Preservation Board is for three years.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that Council appoint Elizabeth Quinn MacMillan as the Montezuma County Historical Society representative on the Cortez Historic Preservation Board for a three-year term.

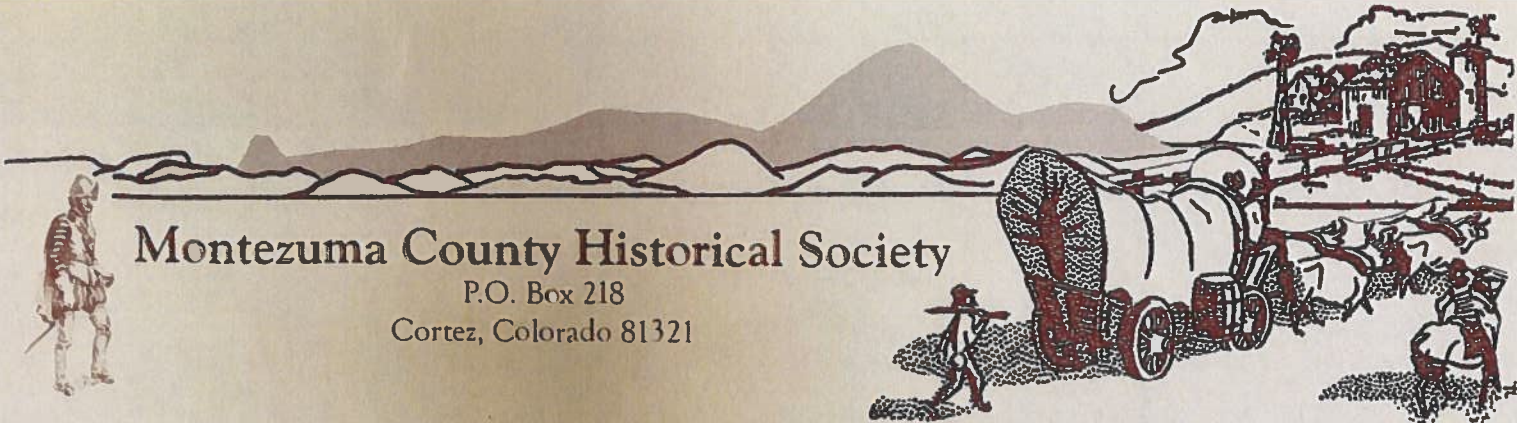
MOTION

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

"I move that Council appoint Elizabeth Quinn MacMillan as the Montezuma County Historical Society representative on the Cortez Historic Preservation Board for a three-year term."

Attachments

Letters for Ms. MacMillan



Montezuma County Historical Society

P.O. Box 218
Cortez, Colorado 81321

Cortez Historic Preservation Board

Cortez City Hall
123 Roger Smith Avenue
Cortez, CO 81321

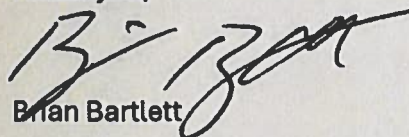
To Whom it may Concern,

August 9, 2024

Thank you for allowing Elizabeth Quin McMillan to represent the Montezuma Historical Society on the Cortez Historic Preservation Board.

We believe this will bring back the balance, and enhance the synergy amongst our organizations, and are excited for what the future will bring!

Thank you,



Brian Bartlett

President of the Board

Montezuma Historical Society

dba "The Montezuma Heritage Museum"

Montezuma Historical Society Board of Directors

Minutes

August 9th, 2024, 10:30am

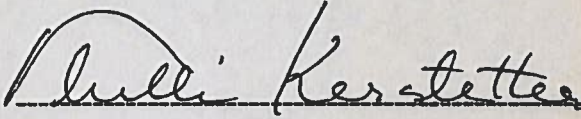
Sundance Meeting Room

Excerpt

Old Business

Elizabeth Quinn MacMillan, Montezuma Heritage Museum ED, has agreed to represent Montezuma Historical Society on the Cortez Historic Preservation Board. We just need a motion and vote approving this and a signed letter (attached).

Tulli Kerstetter moved and Dolly Gardner seconded to approve Elizabeth as the Society's representative to the Historic Preservation Board. Motion carried. (Official letter attached, signed by Brian Bartlett, President.)



Tulli Kerstetter, Recording Secretary
Montezuma Historical Society

8-9-2024

Date



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

To: CORTEZ CITY COUNCIL

From: BRIAN PECKINS, DIRECTOR OF PUBLIC WORKS

Date: August 27, 2024

RE: Authorization for City Manager to enter into a contract on behalf of the City of Cortez for HVAC Installation at the Cortez Public Library

BACKGROUND

Last year, General Services -- through ME&E Engineering -- bid out the HVAC installation for the Library. Comfort Air Mechanical, Inc. was the only bidder and City Council accepted Comfort Air Mechanical, Inc.'s bid to complete the project on May 23, 2023.

DISCUSSION

A Notice of Award was signed by both parties in 2023 and the Contractor then furnished the City with the Certificate of Insurance, Performance Bond, and Payment Bond. Due to a backlog at the manufacturer's plant and time constraints with the Contractor, the parts were delayed and a Construction Agreement has not yet been negotiated and signed.

RECOMMENDATION

Staff recommends that City Council authorize City Manager Drew Sanders to proceed on behalf of the City with the negotiation and signing of a contract with Comfort Air Mechanical, Inc. for the HVAC installation at the Library.

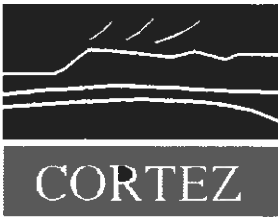
MOTION

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

"I move that City Council authorize the City Manager to negotiate and sign a contract with Comfort Air Mechanical, Inc. for the Library HVAC installation project, in accordance with its bid that was approved on April 12, 2023, for \$246,430.00".

Attachments

Library HVAC Installation Backup



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

Rick Smith
General Services Director
110 West Progress Circle
Cortez, CO 81321
rsmith@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL
From: RICK SMITH, GENERAL SERVICES DIRECTOR
Date: May 15, 2023
RE: 2023 LIBRARY HVAC INSTALLATION

BACKGROUND

The 2023 Capital Budget provides \$470,000 for the Cortez Library HVAC replacement and membrane roof replacement. The budget also provides \$240,000 for the Service Center HVAC replacement. Total budget for the two projects is \$710,000.00 Engineering and design development and the roof replacement is completed. Expenditures to date including the HVAC components on order is \$482,205.00. This leaves \$227,795.00 for installation of the HVAC systems for the Library. The Service Center install will need to be a 2024 project subject to funding availability.

The City has bid the HVAC installation three different times. Below is an overview to the three bid openings.

| BID DATE | BID METHOD | # OF BIDDERS SENT TO | # DWN LOAD & REVIEWED | BIDS RECEIVED | BID AMOUNT |
|-----------|----------------|----------------------------|-----------------------------|------------------|---------------|
| 13-Jan-23 | MEE (Regional) | 3 | 3 | 1- Comfort Air | \$ 242,632.00 |
| 3-Mar-23 | Bidnet + MEE | 301 | 18 | No Bids | \$ - |
| 12-Apr-23 | Bidnet + MEE | 307 | 20 | 1-Comfort Air | \$ 246,430.00 |

The April 12, 2023 Comfort Air bid amount for the Library is \$246,430.00 and the Service Center amount is \$289,890.00. Total for the Library and Service Center is \$536,320.00.

PROJECT FINANCE

On April 17, 2023, the City sent a request to delay delivery of the Service Center equipment until early 2024. Attached is a copy of the email and response from Trane. Some of the Service Center equipment is ready to ship. Trane's strong recommendation is to keep everything in line for delivery, citing the backlog at the manufacturer's plant. Trane further states, given the factories volatility on ship dates we still may not see them until 2024.

| |
|---|
| TOTAL BUDGET - LIBRARY & SERVICE CENTER: \$710,000 |
|---|

| LIBRARY | | | SERVICE CENTER | | |
|-----------------------|-----------|---------------|-----------------------|-----------|---------------|
| EXPENDITURES YTD | | | EXPENDITURES YTD | | |
| ITEM | VENDOR | AMOUNT | ITEM | VENDOR | AMOUNT |
| Building Assessment | ME&E | \$ 3,833.33 | Building Assessment | ME&E | \$ 3,833.33 |
| Design Development | ME&E | \$ 11,230.43 | Design Development | ME&E | \$ 11,230.42 |
| Design Document Phase | ME&E | \$ 9,982.60 | Design Document Phase | ME&E | \$ 9,982.60 |
| HVAC units | TRANE USA | \$ 134,750.51 | HVAC units | TRANE USA | \$ 127,368.00 |
| New Roof | TOP LINE | \$ 169,994.00 | | | |
| TOTAL | | \$ 329,790.87 | TOTAL | | \$ 152,414.35 |

| |
|--|
| YTD COMBINED EXPENDITURES TOTAL \$ 482,205.22 |
|--|

| REMAINING PROJECT EXPENSES: | | | |
|---------------------------------|---------------|-------------------|---------------|
| LIBRARY | | SERVICE CENTER | |
| HVAC INSTALLATION | \$ 246,430.00 | HVAC INSTALLATION | \$ 289,890.00 |
| COMBINED REMAINING EXPENDITURES | | | |
| | \$ 536,320.00 | | |

FISCAL IMPACT

The Comfort Air bid amount of \$246,430.00 is \$18,635.00 above the remaining overall budget for the Library and the Service Center.

The Police Department driveway project (also an approved capital project) is now projected to come in under budget enough to cover the amount over on this project.

RECOMMENDATION

Staff recommends that Council approve the Comfort Air April 12, 2023 bid for the Library HVAC install at the bid amount of \$246,430.00.

MOTION

If agreed upon by the City Council, a possible motion would be: I move to award the bid to complete the Library HVAC project to Comfort Air in the amount of \$246,430.00.

CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 23, 2023

1. The meeting was called to order in the City Council Chambers at 7:45p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Rachel Medina, Lydia DeHaven, Robert Dobry, Matthew Keefauver, David Rainey, and Dennis Spruell. Mayor Pro-tem Arlina Yazzie was absent. Staff present included Chief of Police Vernon Knuckles, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosdall, Director of General Services Rick Smith, Director of Parks and Recreation Creighton Wright, Court Clerk/Administrator Carla Odell, Director of Public Works Brian Peckins, Human Resources Director Matt Cashner, Library Director Isabella Sharpensteen, Airport Manager Jeremy Patton, IT Technician Jason Gray, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were 8 people present in the audience.

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

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

2. The Consent Agenda items acted upon by Council were as follows:
3. PUBLIC PARTICIPATION: None
4. PRESENTATIONS: None
5. PUBLIC HEARINGS:
7. NEW BUSINESS

c. 2023 Library HVAC Installation. Director of General Services Smith stated the 2023 Capital Budget provides \$470,000 for the Cortez Library HVAC replacement and membrane roof replacement. The budget also provides \$240,000 for the Service Center HVAC replacement. The total budget for the two projects is \$710,000.00. Engineering and design development and the roof replacement are complete. Expenditures to date including the HVAC components on order is \$482,205.00. This leaves \$227,795.00 for installation of the HVAC systems for the Library. The Service Center install will need to be a 2024 project subject to funding availability. The City has bid the HVAC installation three different times with only one bid received each time. The Comfort Air bid amount of \$246,430.00 is \$18,635.00 above the remaining overall budget for the Library and the Service Center. The Police Department driveway project (also an approved Capital Project) is now projected to come in under budget enough to cover the amount over on this project. Staff recommends that Council approve the Comfort Air April 12, 2023 bid for the Library HVAC install at the bid amount of \$246,430.00.

Councilmember Dobry moved that Council award the bid to complete the Library HVAC project to Comfort Air in the amount of \$246,430.00. Councilmember Rainey seconded the motion, and the vote was as follows:

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



CITY OF CORTEZ
SERVICE CENTER
110 W. PROGRESS CIRCLE
CORTEZ, CO 81321

09/GS/13

NOTICE OF AWARD

TO: Comfort Air Mechanical Inc
2421 E. Empire St
Cortez, CO 81321

DATE: May 24, 2023

PROJECT DESCRIPTION: City of Cortez HVAC Renovation Project Lot B Cortez Public Library.

The Owner has considered the bid submitted by you for the above described project in response to its "Invitation to Bid" dated 04/12/2023.

You are hereby notified that your bid has been accepted for construction of the above work in the amount of Two Hundred Forty-Six Thousand Four Hundred Thirty Dollars and Zero Cents (246,430.00).

You are required under the terms of the Invitation to Bid and the Instructions to Bidders to execute the Agreement and furnish the required Bonds and Certificates of Insurance within fourteen (14) calendar days from the date of this Notice to you. All bonds must be submitted with the forms provided in these specifications and executed by the required parties. Attorneys-in-fact who sign bid bonds or performance bonds must attach to each bond a certified and current dated copy of their Power of Attorney.

If you fail to execute said Agreement and furnish said bonds and Certificates of Insurance within fourteen (14) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Owner.

Dated this 24th day of May, 20 23

By: Rick Smith

Title: Director of General Services

ACCEPTANCE NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged by

Comfort Air Mechanical, Inc. this 30th day of MAY, 20 23.

By: Nic M...

Title: Vice President

CONSTRUCTION AGREEMENT

THIS AGREEMENT (this "Agreement"), is entered into this ____ day of _____ 2024, by and between THE CITY OF CORTEZ, COLORADO, a Colorado home-rule municipality, hereinafter referred to as the "City," and **COMFORT AIR MECHANICAL, INC.**, a registered Colorado corporation, 2421 East Empire Street, Cortez, CO 81321 hereinafter referred to as the "Contractor." The City and the Contractor may be referred to herein individually as a "Party," and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement, the conditions of the Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all modifications issued after execution of this Agreement. The foregoing documents form the Contract, and all are fully a part of the Contract as if attached to this Agreement.
2. **Scope of the Work.** The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project titled: **City of Cortez 2023 HVAC Renovation Project Lot B - Cortez Public Library (the Project).** Work performed shall be of high quality, in compliance with general accepted standards of workmanship, and in conformity with the Contract Documents.
3. **Time of Substantial Completion.** The Contractor will commence the work required by the Contract Documents on the day indicated in the Notice to Proceed. The work to be performed pursuant to this Agreement shall be substantially completed, as that term is defined in the General Conditions, within **NINETY (90) calendar days** of the Contractor having received Notice to Proceed. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.
4. **Liquidated Damages.** It is specifically recognized by and between the Parties that the City will suffer certain unspecified damages in the event the Project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the City, the Parties agree that the assessment of liquidated damages shall be appropriate. In the event the Project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the City to retain from any moneys due the Contractor, the sum of \$250.00 per day for each and every calendar day the Project remains unfinished.

5. Contract Sum. The City certifies that funds have been appropriated and will pay to the Contractor such amounts in the manner and at such time as set forth by the Contract Documents. The City shall pay the Contractor for the performance of the Contract, subject to additions and deletions provided therein, the sum of **Two Hundred Forty-Six Thousand, Four Hundred Thirty Dollars (\$246,430.00)**. Such sum shall be apportioned to each individual work item of the Contract. The total amount of the individual work items shall equal the total Contract amount.

6. Progress Payments. The City will make progress payments for the work included in the Contract based upon the percentage completion of the unit quantities actually installed for each work item of the Contract. The Contractor shall prepare an itemized statement indicating by unit quantities the amount of each item completed for that period. The Project Manager will review the progress payment request to verify the quantities indicated. The City shall retain at least FIVE percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.

7. Final Payment. Final payment shall be paid by the City to the Contractor forty-five (45) days after substantial completion of the work unless otherwise stipulated in the Notice of Substantial Completion, the date fixed for final settlement as legally published, provided the work has then been completed, the Contract fully performed, and a final certificate of payment has been issued by the City Representative.

8. Capital Project Management System. The services to be performed by the Contractor pursuant to this Agreement will be administered under the Capital Project Management System of the City. In order to ensure that the Project is consistent with its authorized scope, budget, and schedule, it will be necessary for the Contractor to submit certain reports to the City. The following reports are required:

A) Schedule of Work. The Contractor shall provide a schedule for the completion of all unit work items covered by the Contract. The schedule shall indicate the anticipated percentage completion of each unit work item for each month for the duration of the work. The initial schedule must be submitted to the City prior to processing of the first payment request. The schedule will be updated monthly thereafter and submitted with succeeding payment requests, which requests will not be processed in the absence of the updated schedules or work.

B) Estimated Schedule of Payments. The Contractor shall provide an estimated schedule of monthly payments as a percentage of the total contract sum for each month throughout the term of the Contract. The estimated schedule of payments shall be submitted to the City before the first payment request will be processed.

C) Personnel Manpower List. The Contractor shall submit a listing of personnel required to complete each unit work item of the Contract. The personnel manpower list shall include position title, duties, and duration necessary on the job to complete the unit work items as specified in the Contract Documents. The manpower list shall be submitted to the City before the first payment request will be processed.

D) Cost Breakdown. The Contract sum shall be allocated among the various unit work items. For contracts which are bid on a unit price basis, said allocation is reflected in the bid documents. For contracts which are bid on a lump sum basis, the Contractor shall allocate the contract sum to the various unit work items. The total cost of the unit work items shall equal the contract sum and the cost allocation shall be submitted to the City before the first payment request will be processed. The failure to file any report required by this Agreement shall automatically suspend the processing of all payment requests.

9. City Representative. The City hereby designates Brian K. Peckins, Director of Public Works, as its project representative, and authorizes this individual to make all necessary and proper decisions with reference to the Project. All Contract interpretations, Change Orders, and other requests for clarification or instruction shall be directed to the City representative, who shall be authorized to bind the City with respect to any decision made in accordance with the Capital Project Management Control System.

10. Change Orders. The City may order changes within the scope of the work without invalidating this Agreement. If such changes alter the amount due under the Contract Documents, or in the time required for the performance of the work, such alteration shall be approved by both Parties in writing on the Change Order. A Change Order that alters the scope of the work, but not the amount due or the time required, shall be approved by both Parties in writing. Such Change Orders shall be processed in accordance with the procedures specified in the City Capital Project Management System and in accordance with the City purchasing ordinance. The Contractor shall not proceed with any work covered by a proposed Change Order until they receive a properly executed Change Order form.

11. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, the Charter of the City of Cortez, and the Codes and Regulations of the City of Cortez. The Parties agree that jurisdiction and venue for any court action arising from or out of this contract shall be in the 22nd Judicial District, Montezuma County, Colorado, District Court.

12. Termination/Default.

A) Termination. This Agreement may be terminated by either Party upon ten (10) days written notice should the other Party materially fail to perform in accordance with its terms, through no fault of the Party instituting the termination. This Agreement may be terminated by the City upon at least ten (10) days written notice to the Contractor in the event the Project is permanently abandoned by the City. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to termination date, together with reasonable expenses then due.

B) Default. Each and every term and condition of this Agreement shall be deemed to be a material element of this Agreement. Time is of the essence. In the event either Party should fail or refuse to perform according to the terms of this Agreement, they may be declared in default hereof. A Notice of Default shall be in writing and signed by the Party

declaring the Contract to be in default. This letter shall include the special portion or portions of the Contract which are in default.

C) Remedies Upon Default. In the event a Party has been declared in default hereof, such defaulting Party shall be allowed a period of five (5) days within which to rectify said default. In the event the default remains uncorrected, the non-defaulting Party may elect to (1) terminate the Agreement and seek damages; (2) treat the Agreement as continuing and require specific performance; or (3) avail themselves of any other remedy at law or equity. If the Contractor defaults or neglects to carry out the work in accordance with this Agreement, the City may elect to make good such deficiencies and charge the Contractor therefore. In the event of any of the agreements herein by either Party which shall require the Party not in default to commence legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the fault.

13. Assignment. It is understood that the City enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

In WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly-authorized officials this Agreement on the day and year first written above.

THE CITY OF CORTEZ, COLORADO:

ATTEST:

Drew C. Sanders, City Manager

Linda L. Smith, City Clerk

CONTRACTOR: COMFORT AIR MECHANICAL, INC.

Authorized Representative Signature

Fed ID #

Nicholas D. McDonald

Printed Name

Vice President

Title

j:\genserv\023 bids\library hvac\const agmt w-comfort air.docx



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: Helen West, Community and Economic Development Specialist

Date: 8/21/2024

RE: Letter of Support Request from Fundamental Needs Inc.

BACKGROUND

Fundamental Needs Inc. is registered as a Colorado nonprofit corporation and is a tax-exempt 501(c)(3) nonprofit organization based in Cortez, Colorado, that provides sustainable relief to communities in need. In 2024, Fundamental Needs began an entrepreneurship program in Cortez working with local startups and high school students from Southwest Open School on entrepreneur skills and funding for their projects. In March 2024, Fundamental Needs held a pitch competition for both Cortez startups and Southwest Open School (SWOS) students where winners were awarded grant funding to accomplish their goals. Fundamental Needs is now aiming to build a "maker space" in Cortez to help foster innovation, education, and economic development in Cortez.

There are several key objectives to the maker space project. These include:

1. Access to Advanced Tools
2. Bridging the Gap for Businesses and Entrepreneurs
3. Vocational and Educational Programs
4. Entrepreneurial Support
5. Community Making
6. Workforce Development

Fundamental Needs Inc. hopes this maker space will provide much-needed resources and opportunities for the local community. By creating a collaborative environment equipped with professional-grade tools, Fundamental Needs Inc. aims to bridge the gap between limited access to advanced technology and the potential for community-driven innovation and entrepreneurship.

DISCUSSION

Fundamental Needs does not yet have a building for the makers space. Justice Ramos, Executive Director of Fundamental Needs, spoke with City Staff about zoning requirements for this type of use. Fundamental Needs is currently looking at buildings for sale in the commercial, central business district, and industrial zones, and they were advised of the process for obtaining the appropriate permits and zoning regulations.

Fundamental Needs Inc. is applying for the several grants to assist in purchasing a building for the maker space, conducting renovations, and purchasing equipment such as a 3D printer, CNC machines, and laser cutters. The company is seeking between \$315,000 - \$340,000 for initial startup costs.

Fundamental Needs Inc. is requesting a Letter of Support from the City of Cortez for a \$50,000 grant application for the Hometown Grant from T-Mobile. This grant program funds projects that foster local connections, like technology upgrades, outdoor spaces, the arts, and community centers.

If approved by City Council, the City of Cortez would provide a letter of support for the T-Mobile Hometown Grant application for Fundamental Needs Inc.

FISCAL IMPACT

There is no fiscal impact to the City of Cortez.

RECOMMENDATION

City Staff recommends that the City Council authorize Mayor Rachel B. Medina to sign the Letter of Support for Hometown Grant from T-Mobile for the Cortez maker Space project by Fundamental Needs Inc.

MOTION

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

"I move that the City Council authorize the Mayor, Rachel B. Medina, to sign the letter of support for the T-Mobile Hometown Grant application by Fundamental Needs Inc."

Attachments

Letter of Support



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

August 27, 2024

T-Mobile Corporation
12920 SE 38th 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 Fundamental Needs application for the T-Mobile Grant for the development of the Cortez Makerspace. This project aims to provide the community of Cortez, particularly the youth and underserved populations, with access to professional-grade tools and educational resources that will foster innovation, creativity, and economic development.

By providing a dedicated space for hands-on learning the Makerspace will empower local students and rural entrepreneurs to develop skills essential for their academic and professional futures, as well as serving as a hub for community development. This aligns with the City's goals for promoting economic growth in our area. The Makerspace will also help create new job opportunities and support local businesses.

The City of Cortez supports this project and urges you to consider Fundamental Needs for the T-Mobile Hometown Grant.

Sincerely,

Rachel B. Medina, Mayor
City of Cortez