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CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 11, 2025
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/Special Meeting and Agenda Minutes for February 25, 2025.

b. Approval of the Expenditure List for March 11, 2025.

c. Approval of a renewal application for a Hotel and Restaurant Liquor License for Shiloh Inc., DBA Shiloh Steakhouse, located at 5 South Veach Street, Cortez.

d. Approval of a renewal application for a Hotel and Restaurant Liquor License for the Wigglin' Pig LLC, DBA The Wigglin' Pig, located at 76 South Veach Street, Cortez.

e. Approval of a renewal application for a Hotel and Restaurant Liquor License from The Farm Bistro Cortez LLC, DBA The Farm Bistro, located at 34 West Main Street, Cortez.

f. Approval of a renewal application for a Retail Marijuana Store License and a Retail Marijuana Cultivation Facility License for Chronic Therapy - Cortez, located at 1020 South Broadway, Cortez.

g. Approval of a Special Event Permit for Southwest Colorado Cycling Association to host an event on the premises of Kokopelli, located at 130 West Main Street on April 11, 1025, from 6:00-9:00 p.m.

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. 3, Series 2025**

Public Hearing on Resolution No. 3, Series 2025, a resolution approving a Conditional Use Permit to operate a waste hauling business on a 1.3 acre parcel located at 2105 S. Broadway.

Presenter: Contract City Planner Nancy Dosdall

b. **Ordinance No. 1331, Series 2025**

Second reading and public hearing for Ordinance No. 1331, Series 2025, an ordinance repealing, in its entirety, the City of Cortez Land Use Code and adopting an updated City of Cortez Land Use Code.

Presenter: Rachael Marchbanks, Community and Economic Development Director

c. **Ordinance No. 1333, Series 2025**

Second reading and public hearing for Ordinance No. 1333, Series 2025, approving the assignment of an Airport Land Lease and Hangar Development Agreement.

Presenter: Jeremy Patton, Airport Director

6. UNFINISHED BUSINESS

7. NEW BUSINESS

a. **City Copier Bids**

Council will consider accepting the bid of ImageNet Consulting LLC for Service Center, Recreation Center, City Hall, and Library copiers, and authorizing the City Manager to negotiate and sign lease contracts with ImageNet Consulting LLC.

Presenter: Casey Simpson, General Services Director

b. **Outdoor Pool Roof Construction Bid**

Council will consider awarding the Outdoor Pool Roof Construction Bid to Cruzan Construction for $88,392.00.

Presenter: Creighton Wright, Director of Parks and Recreation

c. **Purchase of Ditch Witch Vacuum Excavator**

Council will consider awarding the purchase of the Ditch Witch Vacuum Excavator to Ditch Witch Sales of New Mexico for $39,590.53.

Presenter: Creighton Wright, Director of Parks and Recreation

d. **Award of Contract for Storm Water Master Plan**

Council will consider the award of a contract to draft the Storm Water Master Plan to Jones & DeMille Engineering, Inc., and authorize the City Manager to negotiate and sign a contract with it on behalf of the City.

Presenter: Brian K. Peckins, Director of Public Works

e. **Ordinance No. 1334, Series 2025**

First reading of Ordinance No. 1334, Series 2025, an ordinance approving a contract for service for longer than two years with Axon Enterprises, Inc., for tasers, body cameras and associated cloud storage.

Presenter: Andy Brock, Interim Chief of Police

f. **Possible Cancelation of the June 24, 2025 Council Meeting**

Council will consider the possible cancelation of the June 24, 2025 Council meeting due to conflict with the annual CML conference.

Presenter: Drew Sanders, City Manager

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

a. Executive Session as needed.

13. PUBLIC PARTICIPATION
There is no limit to the number of speakers and no overall time limit.
(Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter. Please reference rules below.)

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 5, 2025

RE: **Approval of the Council Worksession/Special Meeting and Agenda Minutes for February 25, 2025.**

Attachments

Worksession minutes for February 25, 2025
Minutes for February 25, 2025

CITY COUNCIL
REGULAR WORKSHOP/SPECIAL MEETING
TUESDAY, FEBRUARY 25, 2025
6:45 p.m.

1. The Workshop was called to order at 6:45 p.m., in the City Council Chambers. Councilmembers present included: Robert Dobry, Matt Keefauver, Bill Lewis, April Randle, and Dennis Spruell. Mayor Rachel Medina and Mayor Pro-tem Lydia DeHaven were absent. Staff members present included: Director of Parks and Recreation Creighton Wright, Director of Finance Kelly Koskie, City Clerk Linda Smith, City Attorney Patrick Coleman, and City Manager Drew Sanders. There was one member of the public present in the audience.

2. City Attorney Coleman spoke about the City's authority and procedures to amend the Charter noting that approval would need to be received from the voters. A timeline for setting an election was reviewed and it was noted that once the ordinance with the proposed amendments for the Charter is adopted the City must publish a notice of the election not less than 60 days, nor more than 120 days. Possible dates for an upcoming election and the procedures for determining proposed amendments to the Charter were reviewed. Three options were suggested on how to move forward: Council led review during worksessions; Council appoint a charter review committee which could hold public outreach sessions and meet with Council in worksessions to report on the committee's progress and receive direction; or Council could hire a consultant to hold public outreach and prepare proposed amendments. City Attorney Coleman stated that he would recommend that Council appoint a charter review committee and allow the public outreach process to happen like was recently done for the proposed Land Use Code review. City Clerk Smith spoke about the expenses for an election and the deadlines for having information approved for inclusion on a ballot. City Attorney Coleman stated that staff and Council could list possible amendments that they would like to review and let the process begin from there. The timeline for having ballot questions ready for the November 2025 Coordinated Election was reviewed noting that it would not be impossible to have questions on the ballot but the timeline may not allow for enough public input prior to the certification of the ballot questions. It was noted that the last update to the Charter was completed in 2006 and it would be good to have the process done correctly due to the importance of the Government document. Discussion was held on how to proceed on creating a committee for reviewing the charter revisions. Also, discussion was held on the open meeting regulations and having more than two Councilmembers participate on the committee due to the posting requirements for open meetings.

3. Council General Discussion. None.

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

CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 25, 2025

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: Robert Dobry, Matthew Keefauver, Bill Lewis, April Randle, and Dennis Spruell. Mayor Rachel Medina and Mayor Pro-tem Lydia DeHaven were absent. The presiding officer announced that the two Councilmembers were excused absences. Staff present included: Director of Parks and Recreation Creighton Wright, Municipal Court Clerk Carla Odell, Director of General Services Casey Simpson, Director of Public Works Brian Peckins, Director of Finance Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosdall, Interim Chief of Police Andy Brock, Library Director Beth Edson, Airport Director Jeremy Patton, Human Resources Director Matt Cashner, City Clerk Linda Smith, City Attorney Patrick Coleman, and City Manager Drew Sanders. There were two members of the public present in the audience.

   Councilmember Lewis moved that the agenda of February 25, 2025, be approved. Councilmember Dobry seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

2. The Consent Agenda items acted upon by Council were as follows:

   a. Approval of the Council Worksession/Special Meeting and Agenda Minutes for February 11, 2025.

   b. Approval of the Expenditure List for February 25, 2025.

   c. Approval of a renewal application on a Hotel and Restaurant Liquor License for Agave Azul Taqueria and Bar, LLC, DBA Agave Azul Taqueria and Bar, located at 44 West Main Street, Cortez.

   d. Approval of a Special Event Permit for the Cortez Area Chamber of Commerce to host a "Business After Hours" event on March 20, 2025, from 4:00-7:00 p.m., on the premises of the Cortez Area Chamber of Commerce, located at 20 West Main Street, Cortez.

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

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

3. PUBLIC PARTICIPATION:

   a. Susan Kemnitz, South Cedar Street, stated that at a recent worksession she heard that Council

might need a raise. She stated that the reasons for the raise were good but she suggested that Council be given a per diem if they travel representing the City.

4. PRESENTATIONS:

a. 2024 Draft December Financial Statements. Director of Finance Koskie stated that the draft December Financial Statements are broken out by revenue and expense and by department. She stated that the depreciation expense is not yet included in the year to date totals. The same is true for all other accruals due to timing and scheduling issues. Once the finance statements are completed a report will be made on the finalized 2024 totals. Director of Finance Koskie spoke about the GFOA (Government Finance Officers Association) Certificate of Achievement in Financial Reporting which was applied for in 2024 noting that the City did not receive the award but received scoring of 86 of 88 items. She stated that this was the first time the City has applied and the auditors feel the minor adjustments could be made for a future application. Director of Finance Koskie stated that she was chosen to participate in the GFOA Leadership Academy which will be held the end of March. Councilmember Spruell congratulated the Finance team on their application for the Finance Reporting Certificate.

5. PUBLIC HEARINGS:

a. Ordinance No. 1332, Series 2025. Councilmember Keefauver stated that Ordinance No. 1332, Series 2025, is an ordinance approving a temporary six-month moratorium on the acceptance, processing and approval of applications for licenses or permits for natural medicine healing centers, cultivation facilities, product manufacturing, testing facilities, and any other related license or permit involving natural medicine to allow the City to draft and consider adopting local regulations concerning the same. City Attorney Coleman stated that in 2022, the Colorado voters approved Proposition 122 that legalized "natural medicine," or plant or fungus-based psychedelic substances, referred to as magic mushrooms, for personal use and cultivation and the operation of State-licensed businesses known as "healing centers" and other medical spaces. The amendment to the Constitution allows local governments to regulate time, place, and manner restrictions on the businesses. The Statewide regulatory scheme already regulates certain aspects for the businesses and some local governments have chosen not to regulate the businesses. City Attorney Coleman stated that the State does have distance regulations on the natural medicine facilities which is 1,000 feet from schools (daycare centers, preschools, high schools, elementary schools, etc.) and from other similar businesses. The City could increase the footage requirement if they would like similar to how the regulations were completed for marijuana licensing. Staff is recommending that Council approve the six-month moratorium language to disallow any businesses to seek a location within the City limits and allow time for Council to review possible regulations. The moratorium could be extended with a good reason or could end after six months. Councilmember Keefauver opened the public hearing; however, no one spoke and the hearing was closed.

Councilmember Lewis moved that Council approve on second and final reading Ordinance No. 1332, Series 2025, an ordinance approving a temporary six-month moratorium on the acceptance, processing and approval of applications for licenses or permits for natural medicine healing centers, cultivation facilities, product manufacturing, testing facilities, and any other related license or permit involving natural medicine to allow the City to draft and consider adopting local regulations

concerning the same. Councilmember Randle seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

6. UNFINISHED BUSINESS: None.

7. NEW BUSINESS

a. Police Department Vehicle Lease. Interim Chief of Police Brock stated that in 2022, the Cortez City Council approved a four-year lease for six (6) 2023 Chevy Tahoe PPV's effectively starting the lease program. The Police Department is now requesting the Cortez City Council approve the lease of six (6) additional vehicles for year three of the program. The goal of leasing vehicles for the Police Department was to update the older fleet as older vehicles with higher mileage require more maintenance and are less reliable in emergency situations. The older vehicles with life left in them, could be utilized elsewhere in the City for some years, just not in an emergency capacity. The lease program would allow the City to lease six (6) new police vehicles for a term of five years. At the end of the five-year lease period, the City of Cortez has the option to purchase the leased vehicles for $1.00 or sell them back to the leasing company at fair market value. The option to purchase the vehicles for a dollar would allow the City to repurpose them to other departments. Currently, the Police Department vehicles that are five to six years old have between 30,000 and 50,000 miles on them. In 2024, five (5) police vehicles with an average of 95,000 miles each were decommissioned. The Police Department currently has four (4) vehicles with over 90,000 miles on them. For 2025, the Police Department is requesting the City lease four (4) 2025 Chevy Tahoe's and two (2) Chevy 1500 pickups for Patrol. All six vehicles are Police Pursuit Vehicle (PPV) rated. Finance Director Koskie stated that three bids were received for the up-fit cost and MHQ out of Albuquerque is the low bidder. MHQ has completed work for the City before and does a stellar job. She commented that the vehicles will be purchased through John Elway Chevrolet which is the State bid provider for all emergency/police vehicles. Three bids were received for the financing of the vehicles and Clayton Holdings, LLC is the lowest APR at 4.58. The total amount that will be financed is $462,193.01. Clayton Holdings LLC. has worked with the City is the past and staff feels they are very efficient and timely in their communication. The funding for the purchase of the vehicles is budgeted in the Police Administration Department General Fund. Staff recommends that Council authorize City Manager Sanders to sign a five (5) year lease-purchase agreement with Clayton Holdings, LLC, for the lease-purchase of four (4) 2025 Chevy Tahoe's and two (2) 2025 Chevy 1500 pickups from John Elway Chevrolet and have those six vehicles up-fitted with emergency equipment by MHQ of New Mexico.

Discussion was held on the delivery timeline which is estimated to be by the end of March to the first part of May. The leasing payments will begin when the City takes possession of the vehicles. In answer to a question about the New Mexico sales tax on the MHQ bid, Interim Chief of Police Brock stated that the tax is on the labor which is a requirement in New Mexico. There will not be any cameras in the vehicles as the officers wear body cams.

Councilmember Spruell moved that Council authorize City Manager Sanders to sign a five (5) year lease-purchase agreement with Clayton Holdings, LLC, for the lease-purchase of four (4) 2025

Chevy Tahoe's and two (2) 2025 Chevy 1500 pickups from John Elway Chevrolet and have those six vehicles up-fitted with emergency equipment by MHQ of New Mexico. Councilmember Dobry seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

b. Bid Results on the 2025 Cathodic Protection Project (Tanks 1, 2 & 3). City Manager Sanders stated that information was received on the bid that staff would like to follow up with and asked that Council table the item to allow further review of the bid.

Councilmember Randle moved that Council table the award of the bid on the 2025 Cathodic Protection Project until a future Council meeting. Councilmember Lewis seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

c. Ordinance No. 1331, Series 2025. Director of Community and Economic Development Marchbanks stated that Ordinance No. 1331, Series 2025, repeals, in its entirety, the City of Cortez Land Use Code and adopts an updated City of Cortez Land Use Code. For the last two years, the consultant hired by the City, Logan Simpson, along with City staff have been working with a Code Committee and the general public to complete comprehensive revisions to the existing Land Use Code. The proposed draft represents hundreds of hours of work to address expressed concerns with the existing Land Use Code. The Planning and Zoning Commission reviewed the proposed Land Use Code along with public and staff comments and recommended approved at their meeting held on February 18, 2025. Staff recommends that the City of Cortez approve on first reading Ordinance No. 1331, Series 2025, an ordinance repealing, in its entirety, the City of Cortez Land Use Code and adopt an updated Land Use Code, and set a public hearing and second reading on March 11, 2025. City Attorney Coleman commented that he had submitted some recommendations which were not part of the current ordinance but they have been published with the Council agenda packet for this meeting and will also be published with the packet for the public hearing/second reading. He stated that the Planning Commission had concerns that because the process had been so open and transparent with a lot of public involvement, they preferred not to make a recommendation regarding the amendments. He recommended that the City Attorney memo be included with the agenda item but Council's vote tonight would be to approve the ordinance in it's original form and the amendments could be brought up during second reading and allow for comments to be received at that time. The ordinance can be amended on second reading should Council choose to.

Councilmember Dobry moved that Council approve on first reading Ordinance No. 1331, Series 2025, an ordinance repealing, in its entirety, the City of Cortez Land Use Code and adopt an updated Land Use Code, and set a public hearing and second reading for March 11, 2025. Councilmember Spruell seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

d. Ordinance No. 1333, Series 2025. Airport Director Patton stated that Ordinance No. 1333, Series 2025, authorizes and approves an assignment of an Airport Land Lease and Hangar Development Agreement at the Cortez Municipal Airport. The Airport received a request from a tenant to process a partial transfer of ownership of a private hangar that is under an Airport Land Lease and Hangar Development Agreement. Hangar Lot N3 (North #3), is currently owned by Lars Bjorkqvist and John Patton III, and has been under an agreement with the City since 2016. Lars Bjorkqvist sold his 50% interest of the hangar to John Patton III. Paul Berry will assume 50% ownership of the hangar with Mr. Patton. Staff recommends that Council approve on first reading Ordinance No. 1333, Series 2025, authorizing and approving an assessment of an Airport Land Lease and Hangar Development Agreement at the Cortez Municipal Airport, and set a public hearing and second reading for March 11, 2025.

Councilmember Lewis moved that Council authorize and approve on first reading an assessment of an Airport Land Lease and Hangar Development Agreement at the Cortez Municipal Airport, and set a public hearing and second reading for March 11, 2025. Councilmember Dobry seconded the motion and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

8. DRAFT RESOLUTION/ORDINANCES: None

9. CITY ATTORNEY'S REPORT: None.

10. CITY MANAGER'S REPORT: The following was the report for the term:

- Mr. Coleman and I attended the CML Legislative workshop in Denver, CO last Thursday February 20, 2025. Information and an early outlook pertaining to federal grants was discussed. This could be impactful to Cortez regarding the Safe Streets for All and the RAISE planning grants. At this point the outlook is difficult and unknown; we are seeking clarity and information to help guide our decisions moving forward.

- The Cortez Golf Course opening day is slated for Saturday March 1, 2025 with occasional modifications based on weather conditions. The driving range opened on Saturday February 22, 2025.

- The pools at the recreation center will be closed on Saturdays beginning March 8, 2024 due to the unavailability of nine out of ten lifeguard's participation in spring sports. The aquatics department is in the process of training potential lifeguards who may be able to cover the necessary shifts, but it is not known whether this will actually occur.

- The tentative project completion for the Clearnetworx fiber buildout is July 1, 2025. You can view the construction map for Cortez at clearnetworx.com/cortez. They are about a year behind schedule, but are now on track for completion.

- Our staff liaisons are currently training our Boards and Commissions using our new Boards and

Commissions manual as a guide. The manual is now available on the City website.

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop. Councilmember Keefauver stated that discussion during the workshop including information from City Attorney Coleman regarding procedures for amending the Cortez City Charter and City Clerk Smith gave timelines for election/ballot questions.

b. Golf Advisory Board. Councilmember Lewis stated that the Golf Advisory Board met on Friday, February 21, 2025, and discussion included the last year cost recovery for the golf course which was approximately 114%. There were 23,946 reported rounds of golf played in 2024 which is pretty incredible for our golf course. The positives for 2024 and the marketing of the course that is being done was reviewed as well as maintenance items planned for 2025. The golf course will open March 1, 2025.

c. Mesa Verde Country. Councilmember Dobry stated that the next Mesa Verde Country Board meeting is scheduled for March 31, 2025.

d. Historic Preservation Board. Councilmember Randle stated that the next Historic Preservation Board Meeting is scheduled for March 5, 2025.

12. OTHER ITEMS OF BUSINESS:

a. Council may adjourn to Executive Session for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions regarding potential litigation involving a land use matter, and regarding two personnel matters pursuant to C.R.S. Section 24-6-402(4)(b). Councilmember Dobry moved that Council convene into Executive Session at 8:12 p.m., for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions regarding potential litigation involving a land use matter, and regarding two personnel matters pursuant to C.R.S. Section 24-6-402(4)(b). Councilmember Lewis seconded the motion, and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

Council returned from Executive Session at 9:03 p.m. Participants in the Executive Session included City Manager Sanders, City Attorney Patrick Coleman, Councilmember Dobry, Councilmember Keefauver, Councilmember Lewis, Councilmember Randle, and Councilmember Spruell. No adoption of any policy, position, resolution, rule, regulations, or other formal action occurred during Executive Session.

13. PUBLIC PARTICIPATION: None.

14. ADJOURNMENT: Councilmember Lewis moved that the regular meeting be adjourned at 9:04 p.m. Councilmember Dobry seconded the motion, and the vote was as follows:

DeHaven	Dobry	Lewis	Keefauver	Medina	Randle	Spruell
absent	Yes	Yes	Yes	absent	Yes	Yes

_____
Matthew Keefauver, Councilmember

ATTEST:

_____
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

Memorandum

To: CORTEZ CITY COUNCIL

From: SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

Date: 03/05/2025

RE: **Approval of the Expenditure List for March 11, 2025.**

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 28, 2025

Department	Vendor Name	Description	Amount
Human Resources	AT&T MOBILITY	PHONES	$ 55.59
		Total	$ 55.59
City Manager	AMAZON CAPITAL SERVICES	Smart Brevity: The Power of Saying More with	$ 17.61
		Total	$ 17.61
City Clerk	PARKER'S WORKPLACE SOLUTIONS	NAMEPLATE	$ 11.09
		Total	$ 11.09
Grant Admin	BECHTOLT ENGINEERING INC	Blanket PO - Safe Routes to School - Grant	$ 1,402.76
	HACKETT ELECTRIC COMPANY LLC	CBPP GRANT	$ 3,322.77
	MERRIWEATHER HOME & MARKET LLC	CBPP GRANT	$ 4,522.26
		Total	$ 9,247.79
Library	BRAVO CLEANING & RESTORATION	JANITORIAL	$ 261.00
	DELL FINANCIAL SERVICES LLC	Wyse Management Suite Pro (WMS Pro)	$ 196.88
	DELL FINANCIAL SERVICES LLC	Wired Headset - WH3024	$ 197.96
	DELL FINANCIAL SERVICES LLC	OptiPlex All-in-One (7420 Energy Efficient Proc	$ 4,152.80
	K-LOG INC	Ten lounge chairs forthe library	$ 5,467.71
	ME&E ENGINEERING	Library HVAC Upgrades Completion of Project	$ 3,743.47
	WESTERN PAPER DISTRIBUTORS	VB-VBKT385 Victoria Bay Household Roll Paper	$ 27.11
	BLACKSTONE PUBLISHING	AUDIO BOOKS	$ 7.95
	BLACKSTONE PUBLISHING	AUDIO BOOKS	$ 35.99
	BLACKSTONE PUBLISHING	AUDIO BOOKS	$ 140.73
		Total	$ 14,231.60
General Services	ME&E ENGINEERING	Cortez Service Center HVAC Upgrades Complet	$ 3,743.48
	PARKER'S WORKPLACE SOLUTIONS	Desk Nameplate - Casey Simpson	$ 23.49
	FARMINGTON HEATING & METAL CO., IN	2024 Service Center HVAC Install per Submitte	$ 34,997.43
		Total	$ 38,764.40
Building Maint	AMAZON CAPITAL SERVICES	KONRECO FR Shirts for Men 7oz - Grey & Grey/	$ 59.98
	AMAZON CAPITAL SERVICES	VATRENUS FR Shirts Men 4oz - Green, Blue, Gre	$ 75.98
	AMAZON CAPITAL SERVICES	KONRECO FR Shirts for Men 7oz - Green, Blue &	$ 101.97
	AMAZON CAPITAL SERVICES	VATRENUS FR Shirts Men 4oz - Green, Blue, Gre	$ 113.97
		Total	$ 351.90
City Hall Operations	AMAZON CAPITAL SERVICES	206X 206A High Yield Toner Cartridges 4 Pack (	$ 324.87
	WESTERN PAPER DISTRIBUTORS	VB-VBKT385 Victoria Bay Household Roll Paper	$ 27.11
	AMAZON CAPITAL SERVICES	StepNpull Hands Free Door Opener (Silver, 2 Co	$ 66.40
	AMAZON CAPITAL SERVICES	StepNpull Hands Free Door Opener (Silver, 4 Co	$ 142.68
		Total	$ 561.06
Welcome Center	MESA VERDE COUNTRY V.I.B.	Blanket PO - Contracted Services at Colorado W	$ 2,501.00
	ORKIN LLC	PEST CONTROL SERVICES	$ 160.00

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 28, 2025

Department	Vendor Name	Description	Amount
	WESTERN PAPER DISTRIBUTORS	VB-VBKT385 Victoria Bay Household Roll Paper	$ 27.11
		Total	$ 2,688.11
Police Department	CRIMEWATCH	Crimewatch subscription	$ 2,210.48
	AT&T MOBILITY	PHONES	$ 49.23
	GALL'S LLC	Shipping	$ 10.56
	GALL'S LLC	Shipping	$ 20.43
	GALL'S LLC	Salomon Speed Assault 2	$ 147.20
	GALL'S LLC	511 Stryke pants	$ 147.84
	GALL'S LLC	Protec Polishable shoe	$ 152.72
	BLAIRS TOWING	Tow vehicle #403 to shop	$ 270.00
	MANCOS TOWING	Tow city vehicle to shop	$ 410.36
	SIRCHIE ACQUISITION COMPANY	Snowprint wax	$ 24.56
	SIRCHIE ACQUISITION COMPANY	Shipping	$ 26.78
	SIRCHIE ACQUISITION COMPANY	Luminol Reagent	$ 62.72
	ELEMENTS GRAPHIC STUDIO LLC	Tint windows on #417	$ 495.00
	MONTEZUMA COUNTY SHERIFF	INMATE CHARGES	$ 5,400.00
	MANE SHIPPING LLC	SHIPPING	$ 15.54
	MANE SHIPPING LLC	SHIPPING	$ 15.54
	WESTERN PAPER DISTRIBUTORS	VB-VBKT385 Victoria Bay Household Roll Paper	$ 27.11
		Total	$ 9,486.07
Animal Shelter	ATMOS ENERGY	GAS SERVICE	$ 183.84
		Total	$ 183.84
Public Works	AT&T MOBILITY	PHONES	$ 55.59
	AT&T MOBILITY	PHONES	$ 229.98
		Total	$ 285.57
Outdoor Pool	ATMOS ENERGY	GAS SERVICE	$ 38.63
		Total	$ 38.63
Golf Course Maint	AT&T MOBILITY	PHONES	$ 53.22
	R & R PRODUCTS INC.	REBATE	$ (115.00)
	R & R PRODUCTS INC.	R458013 - Snap ring LF550	$ 2.85
	R & R PRODUCTS INC.	R304745 - Washer Reel LF550	$ 3.70
	R & R PRODUCTS INC.	R5002151 - Spring LF550	$ 28.75
	R & R PRODUCTS INC.	R2810165 - Clip LF550	$ 30.50
	R & R PRODUCTS INC.	R2810166 - Clip LF550	$ 30.50
	R & R PRODUCTS INC.	R14M7396 - Bedknife Locknut JD8700	$ 36.00
	R & R PRODUCTS INC.	R19M7573 - Bedknife Screw JD8700	$ 39.50
	R & R PRODUCTS INC.	R364900 - Reel Nut LF550	$ 51.50
	R & R PRODUCTS INC.	R315298 - Bed Knife Bolt	$ 52.00
	R & R PRODUCTS INC.	RTCU28104 - Blade Bolt JD9009A	$ 58.00
	R & R PRODUCTS INC.	R4247911 - Couple LF550 & GP400	$ 64.35

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 28, 2025

Department	Vendor Name	Description	Amount
	R & R PRODUCTS INC.	R336962 - Seal LF550	$ 73.80
	R & R PRODUCTS INC.	R163892 - Seal LF550	$ 94.20
	R & R PRODUCTS INC.	R500534 - Bearing Cup & Cone LF550	$ 124.00
	R & R PRODUCTS INC.	JD 8700 Bed Knife	$ 245.50
	R & R PRODUCTS INC.	3150 Tee Bed Knife	$ 247.50
	R & R PRODUCTS INC.	3150 Tournament Bed Knife	$ 250.50
	R & R PRODUCTS INC.	LF 550 Bed Knife	$ 269.75
	R & R PRODUCTS INC.	R500578 - Roller Overhall Kit JD9009A	$ 325.40
	R & R PRODUCTS INC.	GP400 Tournament Bed Knife	$ 375.75
	R & R PRODUCTS INC.	R5003054 - RH 7 blade reel LF550	$ 561.90
	R & R PRODUCTS INC.	R5003053 - LH 7 blade reel LF550	$ 842.85
		Total	$ 3,747.02
Parks	AT&T MOBILITY	PHONES	$ 53.22
		Total	$ 53.22
Planning & Building	SHORT-ELLIOTT-HENDRICKSON INC	IHOP HOUSING & USE CODE	$ 1,942.50
	SHORT-ELLIOTT-HENDRICKSON INC	IHOP HOUSING & USE CODE	$ 2,625.00
	SHORT-ELLIOTT-HENDRICKSON INC	Blanket PO - On call services	$ 6,498.75
	SHORT-ELLIOTT-HENDRICKSON INC	Blanket PO - On call services	$ 8,945.00
	AT&T MOBILITY	PHONES	$ 370.50
	PIONEER PRINTING	BUSINESS CARDS	$ 64.00
		Total	$ 20,445.75
Shop	CRANES & MATERIAL HANDLING, INC.	Annual Lift Inspections - 2025	$ 1,767.50
	LES SCHWAB TIRES	143012 - 11-22.5 R-ZY-HM Traction Retread	$ 1,083.96
	CORTEZ GLASS CO.	Window chip repair on unit 731	$ 45.00
	BRENNAN OIL INC	86E10 UL for Service Center	$ 3,200.79
	BRENNAN OIL INC	Dyed Diesel with winter additive for Service Ce	$ 5,915.63
	WESTERN PAPER DISTRIBUTORS	VB-VBKT385 Victoria Bay Household Roll Paper	$ 81.33
		Total	$ 12,094.21
Technology	AT&T MOBILITY	PHONES	$ 43.23
	AMAZON CAPITAL SERVICES	NETGEAR 8 Port PoE Gigabit Ethernet Easy Sma	$ 79.99
		Total	$ 123.22
Dispatch	PARKER'S WORKPLACE SOLUTIONS	NOTARY STAMP	$ 18.43
		Total	$ 18.43
Rec Center	LINNEA BOWMAN	REIMB FITOUR EXAM AND MANUAL	$ 116.94
	AT&T MOBILITY	PHONES	$ 108.88
	ATMOS ENERGY	GAS SERVICE	$ 2,216.39
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	$ 1.00
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	$ 17.22
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	$ 287.54

EXPENDITURE LIST FOR WEEK ENDING FEBRUARY 28, 2025

Department	Vendor Name	Description	Amount
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	$ 374.03
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	$ 427.99
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	$ 516.96
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	$ 1,693.51
		Total	$ 5,760.46
Water	MONTEZUMA WATER COMPANY	WATER 57371	$ 272.80
	ATMOS ENERGY	GAS SERVICE	$ 1,291.14
	AT&T MOBILITY	PHONES	$ 65.58
		Total	$ 1,629.52
Total			$ 119,795.09

EXPENDITURE LIST FOR WEEK ENDING MARCH 7, 2025

Department	Vendor Name	Description	Amount
Human Resources	EMPLOYERS COUNCIL SERVICES INC	MEMBERSHIP	$ 7,350.00
		Total	$ 7,350.00
Municipal Court	MARSHALL SUMRALL	LEGAL SERVICES	$ 770.00
	MARSHALL SUMRALL	LEGAL SERVICES	$ 3,080.00
	MATILDA MATCHERS	INTERPRETER	$ 311.92
	PADILLA LAW P.C.	PROFESSIONAL SERVICES	$ 4,983.33
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES	$ 238.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES	$ 140.00
	BUFFINGTON LAW, LLC	LEGAL SERVICES - ASSISTANT CITY ATTORNEY	$ 2,220.00
	AMAZON CAPITAL SERVICES	Alliance Rubber 26339 Advantage Rubber Bands Siz	$ 6.27
	AMAZON CAPITAL SERVICES	Alliance Rubber ALL27405 Rubber Bands- Size 117B	$ 7.85
	AMAZON CAPITAL SERVICES	TYH Supplies Shipping Address Labels 2x4 500	$ 11.69
	AMAZON CAPITAL SERVICES	AMMEX Black Nitrile Disposable Exam Gloves, 3 Mil	$ 12.49
	AMAZON CAPITAL SERVICES	Avery Printable Shipping Labels with Sure Feed, 2 x	$ 26.04
	AMAZON CAPITAL SERVICES	HP 206A Black Toner	$ 221.67
	CHOICE BUILDING SUPPLY	CABINET	$ 733.99
		Total	$ 12,763.25
Finance	GOVERNMENT FINANCE OFFICERS	Membership Renewal - Kelly K 36322002	$ 170.00
	CITY OF CORTEZ	FIBER	$ 902.08
		Total	$ 1,072.08
City Clerk	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 12.87
		Total	$ 12.87
Grant Admin	MERRIWEATHER HOME & MARKET I	CBPP GRANT	$ 2,647.68
	PRODIGY FABRICATIONS LLC	CBPP GRANT	$ 3,300.00
		Total	$ 5,947.68
Events	CORTEZ ELKS LODGE	Employee Banquet Venue Fee	$ 9,084.00
		Total	$ 9,084.00
Library	CITY OF CORTEZ	FIBER	$ 3,503.40
	CORTEZ SANITATION DISTRICT	SEWER	$ 50.00
	CITY OF CORTEZ	REFUSE	$ 165.00
	CITY OF CORTEZ	WATER	$ 43.92
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 11.08
	BLACKSTONE PUBLISHING	AUDIO BOOKS	$ 64.72
		Total	$ 3,838.12
General Services	CORTEZ SANITATION DISTRICT	SEWER	$ 104.00
	CITY OF CORTEZ	REFUSE	$ 379.50
	CITY OF CORTEZ	WATER	$ 123.68
		Total	$ 607.18

EXPENDITURE LIST FOR WEEK ENDING MARCH 7, 2025

Department	Vendor Name	Description	Amount
Building Maint	AMAZON CAPITAL SERVICES	ExpertPower 12v 7ah Rechareable sealed lead acid	$ 42.83
	REFLECTIONS IN METAL	30x90 Service Center Steel Sign	$ 2,600.00
		Total	$ 2,642.83
City Hall Operations	CITY OF CORTEZ	REFUSE	$ 247.00
	CITY OF CORTEZ	WATER	$ 87.41
	ADVANCE FIRE SYSTEMS, INC.	ANNUAL INSPECTIONS	$ 700.00
		Total	$ 1,034.41
Welcome Center	MESA VERDE COUNTRY V.I.B.	Blanket PO - Contracted Services at Colorado Welco	$ 2,501.00
	STERICYCLE INC.	HAZARDOUS WASTE COLLECTION	$ 42.21
	CORTEZ SANITATION DISTRICT	SEWER	$ 50.00
	CITY OF CORTEZ	REFUSE	$ 115.00
	CITY OF CORTEZ	WATER	$ 31.80
		Total	$ 2,740.01
Police Department	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 30.39
	ORKIN LLC	PEST CONTROL SERVICES	$ 222.00
	CORTEZ SANITATION DISTRICT	SEWER	$ 66.00
	CITY OF CORTEZ	REFUSE	$ 253.00
	CITY OF CORTEZ	WATER	$ 64.12
	IMAGENET CONSULTING LLC	COPIER EXPENSE	$ 29.88
	PITNEY BOWES GLOBAL FINANCIAL S	LEASE	$ 186.33
		Total	$ 851.72
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	CASTRATIONS	$ 250.00
	FOUR CORNERS M.A.S.H., LLC	CASTRATIONS	$ 472.00
	CORTEZ SANITATION DISTRICT	SEWER	$ 62.00
	CITY OF CORTEZ	REFUSE	$ 61.00
	CITY OF CORTEZ	WATER	$ 31.80
		Total	$ 876.80
Public Works	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 38.64
	DOUGLAS ROTH	Blanket PO - GIS Consulting Services	$ 1,525.00
	AMAZON CAPITAL SERVICES	SKYDEER Full Deerskin Suede Leather Winter Gloves	$ 24.99
	AMAZON CAPITAL SERVICES	Carhartt Men's Vintage Cold Snap Insulated Work G	$ 40.69
	AMAZON CAPITAL SERVICES	Vantage Apparel Men's Collegiate Premium Moistu	$ 42.99
	AMAZON CAPITAL SERVICES	MAGCOMSEN Raincoat for Men Waterproof with H	$ 49.98
	AMAZON CAPITAL SERVICES	Outdoor Ventures Men's Lightweight Packable Hoo	$ 59.99
	BIG R/JOHN DEERE FINANCIAL	CLOTHES	$ 250.96
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 17.42
		Total	$ 2,050.66
Outdoor Pool	CORTEZ SANITATION DISTRICT	SEWER	$ 50.00

EXPENDITURE LIST FOR WEEK ENDING MARCH 7, 2025

Department	Vendor Name	Description	Amount
	CITY OF CORTEZ	REFUSE	$ 345.00
		Total	$ 395.00
Golf Pro	CORTEZ SANITATION DISTRICT	SEWER	$ 226.00
	CITY OF CORTEZ	REFUSE	$ 247.00
	CITY OF CORTEZ	WATER	$ 198.28
	MEDIAMAX NETWORK LLC	MediaMax Didgital Marketing Campaign for Conqui	$ 3,800.00
		Total	$ 4,471.28
Golf Course Maint	CORTEZ SANITATION DISTRICT	SEWER	$ 50.00
	CITY OF CORTEZ	REFUSE	$ 247.00
	CITY OF CORTEZ	WATER	$ 31.80
		Total	$ 328.80
Parks	LE PEW PORTA-JOHNS INC.	MONTHLY RENTALS	$ 1,296.00
	CORTEZ SANITATION DISTRICT	SEWER	$ 350.00
	CITY OF CORTEZ	REFUSE	$ 1,058.00
	CITY OF CORTEZ	WATER	$ 393.28
	MONTEZUMA COUNTY WATER DIST	WATER M592	$ 494.40
		Total	$ 3,591.68
Recreation	MONTEZUMA LAND CONSERVANCY	REIMBURSE 2024 FUNDS	$ 2,117.67
		Total	$ 2,117.67
Planning & Building	LISA BLOOMQUIST	Blanket PO - Lisa Bloomquist Consulting Services 20	$ 5,756.25
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 22.62
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 51.03
		Total	$ 5,829.90
Shop	PIONEER PRINTING	DOOR HANGERS	$ 116.00
	AMAZON CAPITAL SERVICES	Genuine Super Swivel Hose Reel Swivel - 1/2 in	$ 49.99
	AMAZON CAPITAL SERVICES	Alla Lighting Newly Upgraded 7440 7443 LED Brake	$ 58.76
	AUTOZONE	Blanket PO - Repair Parts and Supplies for Fleet Mai	$ 8.90
	KEESEE MOTORS	Blanket PO - Vehicle Repairs and Maintenance	$ 22.40
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs and Supplies	$ 64.97
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs and Supplies	$ 186.42
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs and Supplies	$ 213.05
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ (54.00)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ (27.00)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ (18.49)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ (16.22)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ (11.77)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ (5.23)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 5.05
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 11.77

EXPENDITURE LIST FOR WEEK ENDING MARCH 7, 2025

Department	Vendor Name	Description	Amount
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 18.91
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 18.98
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 25.83
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 25.98
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 36.16
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 37.84
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 38.52
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 51.99
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 141.36
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	$ 292.50
	BRENNAN OIL INC	Dyed Diesel for Airport	$ 574.42
	ORKIN LLC	Blanket PO - Pest Control Services - Service Center	$ 214.00
	AMAZON CAPITAL SERVICES	Bankers Box 00789 Quick/Stor Box, Ltr/Lgl	$ 66.08
	AMAZON CAPITAL SERVICES	Bankers Box 12 Pack STOR/FILE Medium-Duty File S	$ 86.08
		Total	$ 2,233.25
Technology	AMAZON CAPITAL SERVICES	Glass Whiteboard Magnetic Dry Erase Glass Board 6	$ 236.99
	DELL FINANCIAL SERVICES LLC	Lease Rental Contract 810-9014388-001 4/1/25 - 3/	$ 47,399.39
		Total	$ 47,636.38
Streets	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 36.10
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 39.90
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	$ 25.33
		Total	$ 101.33
Self Insured Health	TRIAD EAP	EAP 3/1/25-5/31/25	$ 1,539.15
		Total	$ 1,539.15
Airport	COTTONWOOD CONSULTING LLC	WATER SAMPLING	$ 4,195.00
	CITY OF CORTEZ	REFUSE	$ 45.75
	MONTEZUMA COUNTY WATER DIST	WATER M064	$ 59.00
	MONTEZUMA COUNTY WATER DIST	WATER M068	$ 104.00
	SOUTHWEST WEED CONTROL	PESTICIDE APPLICATION	$ 772.75
	SOUTHWEST WEED CONTROL	PESTICIDE APPLICATION	$ 772.75
		Total	$ 5,949.25
Dispatch	LANGUAGE LINE SERVICE	INTERPRETATION SERVICES	$ 327.67
	CITY OF CORTEZ	FIBER	$ 902.08
		Total	$ 1,229.75
Rec Center	SPARKS PLUMBING	Service and Labor - Pump bearing and seal kit order	$ 375.00
	CITY OF CORTEZ	FIBER	$ 902.08
	CORTEZ SANITATION DISTRICT	SEWER	$ 710.00
	CITY OF CORTEZ	REFUSE	$ 247.00
	CITY OF CORTEZ	WATER	$ 385.00

EXPENDITURE LIST FOR WEEK ENDING MARCH 7, 2025

Department	Vendor Name	Description	Amount
	AMBROSIA LLC	Shipping	$ 160.00
	AMBROSIA LLC	100 # Calcium Hypochlorite Granular	$ 395.00
	AMBROSIA LLC	50# Calcium Chloride Flake - Bag	$ 980.00
	VERMONT SYSTEMS, INC	Accounts Payable Batch Refund Interface	$ 360.00
	VERMONT SYSTEMS, INC	General Ledger Interface	$ 360.00
	VERMONT SYSTEMS, INC	Activity Registrations	$ 600.00
	VERMONT SYSTEMS, INC	Each Add'l Concurrent User over 2 - Qty 5	$ 600.00
	VERMONT SYSTEMS, INC	Facility Reservations	$ 600.00
	VERMONT SYSTEMS, INC	League Scheduling	$ 600.00
	VERMONT SYSTEMS, INC	Pass Management	$ 600.00
	VERMONT SYSTEMS, INC	PayTrac Payments - Monthly Services per Merchant	$ 900.00
	VERMONT SYSTEMS, INC	InteliTrac BI/Analytics Dashboard - 2 User	$ 900.00
	VERMONT SYSTEMS, INC	Rec Trac/WebTrac Small Base Software Subscriptior	$ 1,440.00
	VERMONT SYSTEMS, INC	WebTrac App Base - One Time Setup Fee	$ 2,000.00
	VERMONT SYSTEMS, INC	WebTrac App Base Level (2-9 RecTrac Users)	$ 3,780.00
	VERMONT SYSTEMS, INC	VSI Cloud Hosting Standard Service - Silver, First 5 U	$ 4,800.00
		Total	$ 21,694.08
Water	GREEN ANALYTICAL LABS, INC.	Blanket PO - Lab Testing Services	$ 124.20
	CITY OF CORTEZ	FIBER	$ 902.08
	CITY OF CORTEZ	REFUSE	$ 61.00
	USA BLUEBOOK	Blanket PO - Parts/Supplies - Repair/Maintenance	$ 403.59
	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL - SCHARNHORST	$ 100.00
	MON DO TITLE CO., INC.	TBD Title Commitment - 906 N. Market - Tdract F M	$ 350.00
	UTILITY NOTIFICATION CENTER	Blanket PO - Utility Notification Charges	$ 151.43
	PIONEER PRINTING	DOOR HANGERS	$ 138.00
	TRAUTNER GEOTECH	Reading Maturity Meter Sensors 2/7 GD	$ 46.50
	TRAUTNER GEOTECH	Maturity Meter Sensors	$ 60.00
	TRAUTNER GEOTECH	Concrete Testing 2/4 PK	$ 255.75
	AMAZON CAPITAL SERVICES	Bevel Pro ADP-161 Arbor Adapter Made for Use wit	$ 14.99
	AMAZON CAPITAL SERVICES	6 inch Bevel Pro PVC Pipe Beveling Tool for C900 Bl	$ 119.99
	AMAZON CAPITAL SERVICES	Cummins 5000 Watts Inverter Modified Sine Wave	$ 499.00
	A & J ELECTRIC INC.	Electrical work for gate and tank	$ 2,104.00
	TARGET RENTAL	ORR 408078 - BARRETO RTK: 36 Depth Trencher - 4	$ 300.16
		Total	$ 5,630.69
CCN Fund	VISIONARY COMMUNICATIONS, INC	Blanket PO - Tower rental, Business wireless interne	$ 1,980.32
		Total	$ 1,980.32
Refuse	BIG R/JOHN DEERE FINANCIAL	CLOTHES	$ 104.98
	WASTEBUILT ENVIRONMENTAL SOLI	PCP1 - CASTER PAD-QUICK CHANGE W/HRDWR TOP	$ 224.90
	WASTEBUILT ENVIRONMENTAL SOLI	GTP-PL3143SW - LID POLY 32X43 SW BLACK	$ 412.62
	WASTEBUILT ENVIRONMENTAL SOLI	G1-8886 - 6X2 CASTER SWIVEL, MOLD ON RUBBER	$ 415.59
	WASTEBUILT ENVIRONMENTAL SOLI	G1-8886 - 6X2 CASTER SWIVEL, MOLD ON RUBBER	$ 438.16
	WASTEBUILT ENVIRONMENTAL SOLI	GTP-PL3143SW - LID POLY 32X43 SW BLACK	$ 484.38

EXPENDITURE LIST FOR WEEK ENDING MARCH 7, 2025

Department	Vendor Name	Description	Amount
	WASTEBUILT ENVIRONMENTAL SOL	GA-PL3145SWDL - POLY LID 31 X 45 SWDL	$ 826.50
	WASTEBUILT ENVIRONMENTAL SOL	UR3150SR - 31x50 REAR LOAD LID-SW	$ 1,649.50
	WASTEBUILT ENVIRONMENTAL SOL	G1-8886 - 6X2 CASTER SWIVEL, MOLD ON RUBBER	$ 2,418.30
	FARIS MACHINERY	CA60 Squeeze pads for Refuse units	$ 589.94
	FOUR CORNERS WELDING & GAS SU	Blanket PO - Welding Supplies - Dumpster Repair	$ 728.28
	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL - ROBINSON	$ 100.00
		Total	$ 8,393.15
Total			$ 163,993.29

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 4, 2025

RE: **Approval of a renewal application for a Hotel and Restaurant Liquor License for Shiloh Inc., DBA Shiloh Steakhouse, located at 5 South Veach Street, Cortez.**

Attachments

Renewal License for Shiloh Steakhouse

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

March 4, 2025

MEMO TO: Honorable Mayor and City Council

FROM: Linda L. Smith City Clerk

SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR LICENSE FOR SHILOH INC., DBA SHILOH STEAKHOUSE, LOCATED AT 5 SOUTH VEACH STREET, CORTEZ.

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on February 27, 2025. 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 Hotel and Restaurant Liquor License for Shiloh Steakhouse, located at 5 South Veach Street, Cortez.

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 4, 2025

RE: **Approval of a renewal application for a Hotel and Restaurant Liquor License for the Wigglin' Pig LLC, DBA The Wigglin' Pig, located at 76 South Veach Street, Cortez.**

Attachments

Renewal License fo Wigglin' Pig

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

March 4, 2025

MEMO TO: Honorable Mayor and City Council

FROM: Linda L. Smith, City Clerk

SUBJECT: APPLICATION FOR RENEWAL OF A HOTEL AND RESTAURANT LIQUOR LICENSE FOR THE WIGGLIN' PIG LLC, DBA THE WIGGLIN' PIG, LOCATED AT 76 SOUTH VEACH STREET, CORTEZ.

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on February 27, 2025. The application appears to be complete and all fees were paid.

ISSUES

The fire inspection shows there are no violations 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 Hotel and Restaurant Liquor License for The Wigglin' Pig LLC, located at 76 South Veach Street., Cortez.

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 4, 2025

RE: **Approval of a renewal application for a Hotel and Restaurant Liquor License from The Farm Bistro Cortez LLC, DBA The Farm Bistro, located at 34 West Main Street, Cortez.**

Attachments

Renewal License for The Farm Bistro

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

March 4, 2025

MEMO TO: Honorable Mayor and City Council

FROM: Linda L. Smith, City Clerk

SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR LICENSE FROM THE FARM BISTRO CORTEZ LLC, DBA THE FARM BISTRO, LOCATED AT 34 WEST MAIN STREET, CORTEZ.

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on March 3, 2025. 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 the renewal Hotel and Restaurant Liquor License for The Farm Bistro Cortez, DBA The Farm Bistro, located at 34 West Main Street, Cortez.

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 3, 2025

RE: **Approval of a renewal application for a Retail Marijuana Store License and a Retail Marijuana Cultivation Facility License for Chronic Therapy - Cortez, located at 1020 South Broadway, Cortez.**

Attachments

Chronic Therapy - Cortez Renewal Memo

City of Cortez
123 Roger Smith Ave.
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: March 3, 2025

RE: **Renewal Application for a Retail Marijuana Store License and a Retail Marijuana Cultivation Facility License for Chronic Therapy – Cortez, located at 1020 South Broadway, Cortez**

BACKGROUND

The renewal application for a Retail Marijuana Store License and a Retail Marijuana Cultivation Facility License for Chronic Therapy – Cortez, located at 1020 South Broadway, Cortez, was received in the City Clerk's office on February 24, 2025. The application appears to be complete and all fees were paid.

DISCUSSION

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

The sales tax account is current.

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

RECOMMENDATION

Staff recommends that Council approve the renewal application for a Retail Marijuana Store License and a Retail Marijuana Cultivation Facility License for Chronic Therapy – Cortez, located at 1020 South Broadway, Cortez.

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: March 3, 2025

RE: **Approval of a Special Event Permit for Southwest Colorado Cycling Association to host an event on the premises of Kokopelli, located at 130 West Main Street on April 11, 1025, from 6:00-9:00 p.m.**

Attachments

Memo for Southwest Colorado Cycling Association

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

March 3, 2025

MEMO TO: Honorable Mayor and City Council

FROM: Linda L. Smith, City Clerk

SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR SOUTHWEST COLORADO CYCLING ASSOCIATION

BACKGROUND

The application referred to above was filed with the City Clerk's office on February 27, 2025. 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 Southwest Colorado Cycling Association to host an event on the premises of Kokopelli, located at 130 West Main Street, on April 11, 2025, from 6:00-9:00 p.m.

ISSUES

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the first event for 2025.

RECOMMENDATION

Staff recommends approval of a Special Event Permit to allow Southwest Colorado Cycling Association to host an event on the premises of Kokopelli, located at 130 West Main Street, on April 11, 2025, from 6:00-9:00 p.m.

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: Cheryl Lindquist, Permit Technician/Deputy City Clerk

Date: 3/04/2025

RE: **Resolution No. 3, Series 2025**

BACKGROUND

The property is a 1.3 acre parcel located at 2105 S. Broadway and is currently zoned C, Commercial Highway. There is an existing structure which has housed Stone Sand & Gravel in the past. Bruin Waste Management is storing equipment on the Property but has not begun operation out of the site.

DISCUSSION

See attached

RECOMMENDATION

Staff recommends that Council approve the Conditional Use Permit request through City Council Resolution No. 3, Series 2025, with the following four conditions:
a. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
b. The applicant shall meet all requirements of the Cortez Sanitation District
c. The property shall comply with all code requirements excluding landscaping and surfacing of parking areas prior to initiation of the use.
d. The applicant shall comply with the submitted project narrative at all times.

MOTION

If agreed upon by the City Council, a possible motion would be: **I move that the Council approve Resolution No. 3, Series 2025, a resolution approving a conditional use permit for a waste hauling business at 2105 S. Broadway as submitted by the Applicant, Bruin Waste Management, LLC, with permission of the Landowner, 2015 S. Broadway Trust, with the four conditions listed in the Resolution.**

Attachments

Staff Report
Resolution No. 3, Series 2025
Planning Commission Resolution No. 2, Series 2025
Documentation

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

Meeting Date: March 11, 2025
Project No. F25-001

MEMO

TO: Members of the Cortez City Council

FROM: Nancy Dosdall, Contract City Planner

SUBJECT: Public Hearing on an Application for a Conditional Use Permit to operate a waste hauling business on a 1.3acre parcel located at 2105 S. Broadway, zoned Highway Commercial (C) (the "Property").

OWNER: 2105 S. Broadway Trust
APPLICANT: Bruin Waste Management, LLC

ATTACHMENTS: City of Cortez Resolution No. 3, 2025
P&Z Resolution No. 2, Series 2025
Application Packet



Vicinity Map

BACKGROUND/CODE DISCUSSION

The Property, a 1.3acre parcel located at 2105 S. Broadway, is currently zoned C, Commercial Highway. There is an existing structure which has housed Stone Sand & Gravel in the past. Bruin Waste Management, LLC is storing equipment on the Property but has not begun operation out of the site.

Contractor storage or equipment yards is the closest listed use in the current Cortez Land Use Code. Contractor storage yards are listed as Conditional Uses in the "C" zone.

The Property is bounded on the north and south by automotive repair type businesses, on the west by vacant land owned by the same landowner and east, across S. Broadway by the White Eagle Inn and vacant land zoned for multi-family uses.

ISSUES

Criteria for a Conditional Use Permit:

(f) Conditions of Approval. 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.

DEVELOPMENT STANDARDS

Development Standard	C Zone Requirement	Proposed/Existing
Min. lot area (sq. ft.)/unit	6,000	1 acre +
Min. front yard (ft.)	10'	30'+
Min. side yard (ft)	7'	22' approx
Min. rear yard (ft)	7'	170' +
Max. lot coverage	50%	6.5%
Max height (ft)	35'	20' approx.
Parking	1 spaces/400 sq. ft. (7 required based on building size)	Exceeds requirement – spaces are gravel
Landscaping/open space	10%	Existing structure, no new disturbance.

DISCUSSION

This Property is located in a commercial area that includes heavy commercial uses, a motel, vacant land and some single-family homes in the Arrowhead Subdivision to the north. Arrowhead Subdivision is fully developed with single family homes, but zoned Highway Commercial.

The request is to operate a waste hauling business, including garbage and porta-potties. See attached narrative for a full description.

The building is existing, with no new disturbance of the Property proposed. The existing structure was built in 1976. The storage yard is mostly gravel at this time, with some existing vegetation. There will be no customer access to the site at this time, only employees and storage. The site is partially graveled and partly vegetated. The Applicant's narrative does a good job of establishing that the proposed uses will not be objectionable due to noise, lighting, smoke, fumes, hours of operation or hazardous materials, as long as all statements in the narrative are adhered to at all times.

At the time of the writing of this report, staff has not yet heard comments from CDOT or the City Engineer regarding the access to the Property. Because the Property is accessed directly from CDOT ROW, CDOT's requirements are the most applicable.

The Property is described by metes and bounds and does not appear to have ever been platted. LUC 6.14(c)1(3) requires that properties be platted prior to approval of a site plan.

LUC 5.07(j) requires that no open storage be located in front of a building. The proposal appears to meet this requirement.

AGENCY REVIEW

GIS Coordinator (Doug Roth)
Not so much a comment as a FYI if it comes up about the proximity of the Arrowhead subdivision to this CUP. Hopefully we can rezone both Arrowhead subdivision and Glade mobile home park to

residential in the near future (or maybe these uses are the ones that need a CUP so we don't spot zone ☺)

Cortez Sanitation District (Rusty Burress)
As far as the concern of Bruin, the District has spoken with them about the discharge to our system and they will be up to our specs.

Cortez City Engineer (BHI)

Site Plan:

1. Septic Line:
    a. Please show the sanitary main that the proposed septic line outfalls/connects.
    b. State the intended use of this line and ensure proper permitting and coordination with City Sanitation District.
2. Hazardous Materials:
    a. Do any hazardous materials exist on site from previous uses? If so, the City must be notified and proper environmental clean up should occur prior to receiving conditional use permit.
3. Other:
    a. Show and label all existing utilities on site.
    b. Show and label any easements and property information on site.
    c. Any site demolition, removal, location of salvageable items, location of barricades, fences and temporary work shall be shown on the site plan.

Entry/Exit Route Plan:

4. CDOT referral forthcoming. Ensure they have no comments or conflicts with the proposed development with respect to the CDOT SHAC standards.

CDOT – no comments received

Atmos Energy (Juan Prieto Arias)
No comment.

ALTERNATIVES

1. The Council can approve the Conditional Use Permit to allow a waste hauling business at 2105 S. Broadway as submitted by the Applicant, Bruin Waste Management, LLC, with permission of the Landowner, 2015 S. Broadway Trust.
2. The Council can deny the request for a Conditional Use Permit and state its reasons;
3. The Council can ask for more information and table the application; or continue to a date certain.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, through P&Z Resolution No. 2, Series 2025 recommended approval of the request with the following conditions:

a. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
b. The applicant shall meet all requirements of the Cortez Sanitation District
c. The property shall comply with all code requirements excluding landscaping and surfacing of parking areas prior to initiation of the use.
d. The applicant shall comply with the submitted project narrative at all times.

STAFF RECOMMENDATION

Staff recommends Alternative "1" above, that the City Council approve Resolution No. 3, Series 2025, 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. 3, Series 2025, a resolution approving a conditional use permit for a waste hauling business at 2105 S. Broadway as submitted by the Applicant, Bruin Waste Management, LLC, with permission of the Landowner, 2015 S. Broadway Trust, with the four conditions of approval contained in the Resolution.**

CITY OF CORTEZ
RESOLUTION NO. 3, SERIES 2025

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A WASTE MANAGEMENT BUSINESS TO BE LOCATED AT 2105 S. BROADWAY, CORTEZ COLORADO IN THE COMMERCIAL HIGHWAY DISTRICT

WHEREAS, the applicant Bruin Waste Management LLC, (the "Applicant"), with permission of the owner, 2105 S. Broadway Trust (the "Owner") has applied for review of a conditional use permit to establish a waste hauling business located at 2105 S. Broadway, Cortez, Colorado and more particularly described as follows (the "Property"):

> *A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., County of Montezuma, State of Colorado, being more particularly described as follows: Beginning at a point on the SW¼ of said Section 34, from which point the SW Corner of said Section 34, bears South 18° 39'59" West a distance of 850.83 feet; thence, North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491; thence, South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491; thence, West a distance of 225.85 feet; thence, North a distance of 301.34 feet to the point of beginning*

WHEREAS, the Applicant presented a request and necessary submittal items for review by the City Planning and Zoning Commission at a regular meeting held on February 4, 2025; and

WHEREAS, Land Use Code Section 6.10, Conditional Use Permits, indicates that a conditional use may be permitted subject to conditions imposed upon the approval of the use that are designed to reasonable mitigate any adverse impacts upon surrounding properties; and

WHEREAS, the Planning and Zoning Commission reviewed the request for a Conditional Use Permit and, based upon the evidence and testimony presented, is recommending approval of the request on the Property, as evidenced in the adoption of P&Z Resolution No. 2, Series 2025; and

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

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

THAT, this Resolution No. 3, Series 2025, establishes the findings for approval of the request on the Property; and,

THAT, the Conditional Use Permit request for the Property is hereby approved with the following findings and conditions:

Findings:

1. The proposed land use is compatible with adjacent existing commercial uses.
2. The proposed use will provide adequate buffering with existing fencing and setbacks
3. Adequate services are available to serve the proposed development.

Conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
2. The applicant shall meet all requirements of the Cortez Sanitation District
3. The property shall comply with all code requirements including storage but excluding, landscaping and surfacing of parking areas prior to initiation of the use.
4. The applicant shall comply with the submitted project narrative at all times.

MOVED, SECONDED, AND ADOPTED THIS 11th DAY OF MARCH, 2025

_____
Robert Dobry, Councilmember

ATTEST:

_____
Linda L. Smith, City Clerk

CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2, SERIES 2025

A Resolution Recommending Approval of a Conditional Use Permit for a waste management business to be located at 2105 S. Broadway, Cortez, CO

WHEREAS, the applicant Bruin Waste Management, (the "Applicant"), with permission of the owner, 2105 S. Broadway Trust (the "Owner") has applied for review of a conditional use permit to establish a waste hauling business located at 2105 S. Broadway, Cortez, Colorado and more particularly described as (the "Property"):

> *A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., County of Montezuma, State of Colorado, being more particularly described as follows: Beginning at a point on the SW¼ of said Section 34, from which point the SW Corner of said Section 34, bears South 18° 39'59" West a distance of 850.83 feet; thence, North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491; thence, South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491; thence, West a distance of 225.85 feet; thence, North a distance of 301.34 feet to the point of beginning*

WHEREAS, the Applicant presented a request and necessary submittal items for review by the City Planning and Zoning Commission at a regular meeting held on February 4, 2025; and

WHEREAS, Land Use Code Section 6.10, Conditional Use Permits, indicates that a conditional use may be permitted subject to conditions imposed upon the approval of the use that are designed to reasonable mitigate any adverse impacts upon surrounding properties; and

WHEREAS, the Planning and Zoning Commission reviewed the request for a Conditional Use Permit and, based upon the evidence and testimony presented, is recommending approval of the request on the Property, as evidenced in the adoption of P&Z Resolution No. 2, Series 2025; and

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

THAT, P&Z Resolution No. 2, Series 2025, establishes the findings for approval of the request on the Property; and,

THAT, the Conditional Use Permit request for the Property is hereby recommended to the Cortez City Council for approval with the following findings and conditions:

Findings:

1. The proposed land use is compatible with adjacent existing commercial uses.
2. The proposed use will provide adequate buffering with fencing and setbacks.
3. Adequate services are available to serve the proposed development.

Conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
2. The applicant shall meet all requirements of the Cortez Sanitation District
3. The applicant shall comply with the submitted project narrative at all times.

MOVED, SECONDED, AND ADOPTED THIS 4th DAY OF FEBRUARY, 2025

Emily Waldron, Vice-Chairperson

ATTEST:

Cheryl Lindquist, Deputy City Clerk

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

1/10/2025
Date

APPLICANT: Dennis Gieske for 2105 South Broadway Trust
MAILING ADDRESS: 25401 Rd H/ Cortez
PHONE/FAX: 920 749 1117
PROPERTY FOR: Brush Work
PROPERTY ADDRESS: 2105 S Broadway

Submittal Requirements:

_____ Letter of petition requesting conditional use permit
Kim 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:

Kim 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 $500
X 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.

PO Box 630
Naturita, CO 81422
(970)864-7531

January 9, 2025

City of Cortez
Attention: Planning and Zoning Department
123 Roger Smith Avenue
Cortez, CO 81321

Dear Members of the Cortez Planning Commission,

I hope this letter finds you well. I am writing to formally petition the City of Cortez for the approval of a Conditional Use Permit (CUP) for the property located at 2105 S. Broadway, Cortez, CO 81321. I am seeking approval to use this property for the operations of a waste hauling business in accordance with the City's zoning regulations and guidelines.

Who we are:
Bruin Waste Management is an all-in-one waste and recycling hauling company that has been operating on the Western Slope of Colorado since 1996. The business started at its current headquarters in Naturita, Colorado and has since expanded its operational area to include 10 counties on the Western Slope. We are a company that prides itself on serving small communities with the best customer service at affordable prices.

Description of the Proposed Use:
I am requesting that the City of Cortez please grant permission for Bruin Waste Management to use the property as a location to park trash, roll-off, and porta-john trucks, employee vehicles as well as store equipment such as poly-carts, porta-johns, dumpsters, roll-off containers, as well as other equipment required to operate a waste hauling business. The building on the property will be used for storage of parts, supplies and repairing of equipment. Currently, there are two trash trucks that service residential and commercial customers Monday - Friday and one roll-off truck that is used as needed to service roll-off containers Monday - Friday. The employees show up to the proposed location at 6am and leave to pick up their trash route. They return to the location once they have finished their route (times will vary).

Currently, all of Montezuma and Dolores County customers are directed to our Naturita office where they are assisted by one of our customer service representatives. As the Cortez customer

base grows, there is a possibility that we will open an office at the proposed location and hire a local customer service representative to better accommodate those customers. This growth will also require more trucks and employees to operate these trucks.

Justification for Request:
The proposed use will be beneficial to the community in the following ways:

1. Allowing Bruin Waste Management to operate out of this location will be a great addition to your community. We are currently providing jobs to six individuals from your community and will continue to provide more as the business grows. With this specific location, it provides my current employees with a shorter distance to travel from home to work as well as providing a strategic location near the local landfill.
2. Allowing another hauler to operate in your community provides a healthier local economy by giving the community options and keeping prices competitive.
3. We understand that there might be concerns over the attractiveness of this type of business in this neighborhood, however, the proposed location is not in direct contact with any residential neighborhoods, and we will be taking measures to minimize any concerns of traffic, noise, or smell.

Impact on Surrounding Properties:
We have considered the surrounding properties and believe the proposed use will not adversely affect the neighborhood. As mentioned, the traffic in and out of the property is very limited. Employees show up in the morning, leave for their route, return at the end of the day and leave for home. This limited amount of action at the location during the day also provides for a limited noise level. Although by nature this is a smelly business, we take actions to limit this problem as well. Trucks are emptied of trash at the end of the route before they are parked at the property. Emptying of trucks also eliminates the chance of trash blowing out of the truck and on to the property. For the porta-john truck, once the proposed dump station is installed, these trucks will be emptying their waste as well. We have already approved the construction design for the porta-john dump station through the Cortez Sanitation District. The design includes a shut off valve on the septic line that will contain any unpleasant smell.

Additional Information:
Along with this letter I have provided detailed site plans showing the proposed locations for the porta potty dump station, storage of equipment such as dumpsters and porta-johns, truck and equipment parking, employee parking, as well as the flow of traffic in and out of the location and entering and exiting the highway. I have also provided a copy of the Cortez Sanitation District sewer connection application showing approval of the proposed porta-john dump station.

If there are any specific documentation or additional permits required, I am fully prepared to meet those requirements and comply with all conditions set forth by the Planning and Zoning Department. I am open to discussing the details of this proposal further at your convenience and to make any necessary adjustments in response to your feedback.

I kindly request the opportunity to present this petition before the Cortez Planning Commission and look forward to your approval of this Conditional Use Permit. Please let me know if there are any additional forms or information needed to proceed with this request.

Thank you for your time and consideration. I am eager to work with the City of Cortez to bring this project to fruition in a way that aligns with the community's goals and values.

Sincerely,

Dustin Weitzel
Bruin Waste Management
Southwest Division General Manager


Entry/ Exit from site
Entry/ Exit from Hwy
Entry/ Exit from Hwy


Green represents approximately 90' of 6" septic line with a 5' x 5' screened concrete dump trough
Blue represents three areas where container equipment will be stored including poly-carts, dumpsters, and roll-offs
Red line represents property boundary
90'
2107
5'
5'
12'
100'
125'
130'
Orange represents trash truck parking
87'
Yellow represents porta-john equipment storage
68'
20'
Purple represents employee parking
Circled in green is a gated intrance to the yard where employees will access trucks and equipment
70'
2105
35'
30'
50'
122'

APPENDIX F

CORTEZ SANITATION DISTRICT
SEWER CONNECTION APPLICATION FORM

COPY

ADDRESS OF CONNECTION: 2105 S BROADWAY CORTEZ, CO 81321

SUBDIVISION: _____

OWNER'S NAME: DENNIS GIESLER

OWNER'S ADDRESS: 25401 ROAD H [redacted] Phone #: 970-749-1117

CITY : CORTEZ STATE : CO ZIP CODE : 81321

SIZE OF BUILDING SEWER : 6 inch SIZE OF WATER METER : _____ inch

USE OF BUILDING (residential, restaurant, apartments, etc.) : PORTA - JOHN WASTE DISPOSAL NUMBER OF UNITS : _____

Application is hereby made for a connection to the Cortez Sanitation District wastewater collection and treatment system. This connection will be constructed and used in accordance with all Cortez Sanitation District regulations. By submitting this application and requesting sewer service from the Cortez Sanitation District the Owner, his Representative, Successors and Assigns, agree to the following:

1. The Plant Investment Fee (PIF) is a charge against a particular Building on a particular lot or parcel of land. The PIF may, upon approval by the District, be transferred to a different Building on the same lot or parcel of land but it shall not be transferred to a different lot or parcel of land.

2. The District will not commit to service availability until the Owner obtains connection approval and pays the PIF.

3. Connection approval will be valid for a limited time after the Owner pays the PIF. Except for good cause shown, if after a twelve (12) month period, construction of the Building is not substantially complete, the connection approval will be revoked and the PIF, less a ten percent (10%) service charge, will be refunded with no interest. Substantial construction for the purpose of this subsection shall mean all foundations in place with additional construction proceeding in a timely manner. Except for good cause shown, if construction of the Building is not complete and the respective certificate of occupancy not issued within eighteen (18) months for single family homes or duplexes and twenty-four (24) months for all other structures, the connection approval will be revoked and the plant investment fee, less a 25% service charge, will be refunded with no interest. If the connection approval is revoked, the District shall notify the building permit issuing authority that the District has revoked the connection approval and that the District no longer approves the building permit for the Building. The plant capacity associated with the refunded PIF will be available for resale by the District. The Owner may, at a later time, purchase a new PIF for the Building at the then current cost and receive a new connection approval.

4. The Owner shall be responsible for constructing the entire length of his Service Line from the Building to the point of connection with the District's Sewer Main (including exposing the main line, enabling District staff to safely tap into the sewer main), at point of connection to be specified by the District.

COPY

5. Owners whose improvements cannot readily be served by a gravity flow Service Line must make a special request to the District for approval of an individual lift system (ILS). Such request must include supporting documentation as to any economical, physical, technological, or ecological barriers to an all-gravity system. In considering the request for an ILS, economic differences in capital cost must be "substantial" unless other compelling barriers exist. If approved in concept, the District shall have the absolute right of approval of the design and installation of the ILS. The District assumes no liability for malfunctions of such systems, and the District assumes no responsibility for the maintenance, replacement, or utilities necessary for any ILS. If approved, the Owner shall be responsible for all the costs of constructing such ILS, including labor and material. The Owner shall notify the District prior to the commencement of construction of the ILS, and all construction shall be open to inspection by the District at all reasonable times.

6. All physical connections to the District's Facilities shall be constructed in accordance with District Specifications and shall be made by an authorized employee of the District. Such connections shall not be made until all District requirements as specified herein, are fulfilled.

7. It shall be unlawful for any Person to construct a Sewer Main or Service Line to be connected to the District's Facilities or to connect to the District's Facilities without: (1) having made application to the District for approval of such construction or connection; (2) having complied with all requirements and regulations of the District; and (3) having received written authorization from the District.

8. No Person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, sub-surface drainage or cooling water to any of the District's Facilities. No Person shall discharge or cause to be discharged into any of the District's Facilities any harmful water or wastes, whether liquid, solid or gas, capable by itself or in combination with other wastes discharged into the District's Facilities of causing obstruction to the flow in such Facilities, damage or hazard to structures, equipment or personnel of the District, damage or hazard to the District's wastewater treatment processes, or other interference with the proper operation of the District's Facilities. No industrial waste including, without limitation, industrial process waters shall be discharged into the system without prior treatment to a strength of toxicity amenable to treatment with domestic waste.

9. All restaurants, food preparation establishments and vehicle service facilities shall install, use, and maintain grease traps in accordance with District Specifications before connecting to the District's Facilities.

10. It shall be the responsibility of the Owner to maintain the Service Line in good repair at all times and to preserve the proper connection of the Service Line to the District's Facilities.

11. Leaks and/or breaks in a Service Line shall be repaired by the Owner within seven days from the time actual notice of the leak or break is given the Owner or User of the Service Line. The

District shall have authority to disconnect the Service Line if satisfactory progress toward repairing the Service Line is not achieved, or if the District is unable, after reasonable efforts, to notify the Owner or User of the Service Line of the leak or break. The District shall bill the Owner for such disconnection and collect all resulting costs thereof, as provided in Chapter 12 of the District's Rules and Regulations and the bill will be considered past due if not paid within 10 days.

COPY

12. The Manager and any other duly authorized employee of the District shall be permitted to enter upon all properties for the purpose of disconnecting faulty Service Lines as provided herein.

13. The Owner shall indemnify the District for any loss or damage caused by improper maintenance or installation of the Service Line.

14. All sewer service to Users within the District shall be subject to pro-ration and/or curtailment as necessitated by the capacity of the District's Facilities. All Persons shall regularly observe the most reasonable conservation practices so that water is not wasted.

15. No unauthorized Person shall uncover, make any connection with or opening into, use, alter or disturb any of the District's Facilities without first obtaining written approval from the District. No unauthorized Person shall remove or tamper with any plug installed by the District. The District will impose a penalty assessment for such unauthorized acts in an amount of $1,000.00 plus the cost of any damages suffered by the District as a result of such unauthorized act.

16. The Manager and any other duly authorized employee of the District shall be permitted, upon due notice to the Owner, to enter upon all properties for the purpose of inspecting the properties for compliance with the District's Rules and Regulations and for the purpose of inspecting, observing, measuring, sampling and testing the Owner's water use and wastewater discharge.

17. The Manager and any other duly authorized employee of the District or other governmental body shall be permitted to enter upon all properties for the purpose of discontinuing sewer service.

18. In addition to any and all other rights and remedies the District may have, the District may impose a $100.00 penalty assessment for each day of unauthorized use of the District's Facilities.

19. The Owner of any Building that is connected to the District's Facilities shall be responsible for a monthly service fee which is intended to cover said Owner's equitable share of the costs to operate, maintain, repair, replace, and upgrade the District Facilities and the costs to manage the District. The monthly service fee may change from time to time as the Board amends the service fee rate schedule.

20. The Manager shall make diligent efforts to identify those Owners who contribute excess flow or loading to the District's Facilities. Excess flow shall mean flow greater than 243 gallons per day per unit, and/or containing substantial continual flow of water. Excess loading shall mean discharges with greater than 0.69 lbs. BOD per day per unit or with greater than 0.75 lbs. TSS per day per SFE unit. Upon identification of excess flow or excess loading, the District shall send written notice to the Owner of the Building contributing the excess flow or loading. Ten (10) days

after mailing of such notice, assessment of a monthly excess flow/loading charge against the Building shall commence.

COPY

21. The District may discontinue service for delinquencies in the payment of any fees, rates, penalties or charges after giving notice to the Owner and/or User of the property serviced by certified mail to the Owner's and/or User's last billing address and/or by notice affixed to the using property. Discontinuance of service may also be made by the District after giving notice as provided herein for any of the following reasons:
    A. misrepresentations made in the application for sewer service;
    B. making alterations to the Building without notice to and consent of the District;
    C. willful waste of water through improper or imperfect pipes, fixtures or otherwise, whether because of leaks, breaks or any other reason irrespective of fault or responsibility;
    D. failure to protect the Service Line and the connection of the Service Line to the District's Facilities;
    E. abusing or damaging of the District's Facilities; or
    F. violation of any rules of the District.

22. Unauthorized connections to the District's Facilities may be summarily disconnected by the Manager or his designee at the cost of the Owner of the property served by such unauthorized connection. Additionally, the Owner of the property served by such unauthorized connection shall be subject to service charges for each day that the unauthorized connection existed. The disconnection costs and the service charges shall be charges that are billed and collected as provided in Chapter 12 of the District's Rules and Regulations.

23. No Service Line connected to the District's Facilities shall be disconnected therefrom without the prior approval of the District which shall specify as to how the disconnection shall be properly sealed. The District shall inspect and repair any unauthorized disconnection from the District's Facilities and the costs of such inspection and repair shall be a charge that is billed and collected as provided in Chapter 12 of the District's Rules and Regulations.

OWNER/ OWNER'S REPRESENTATIVE : _____
signature

DATE : 10 12 2024

****

PLANT INVESTMENT FEE (PIF): $ 5000 —

APPLICATION APPROVED BY : _____ DATE : 10/11/24

PIF PAID BY : Bruin Waste Mgmt. DATE : 10-11-24

PIF RECEIVED BY : Kelly Jackson DATE : 10-11-24

SEWER CONNECTION CONSTRUCTED BY : _____

DATE : _____

BRUIN WASTE MANAGEMENT LLC
PO Box 630
Naturita, CO 81422
(970)864-7531

COMERICA BANK
39200 6 Mile Road Mc 7618
Livonia, MI 48152
9-9/720

34791

FRAUDARMOR

10/10/2024

COPY

PAY TO THE ORDER OF Cortez Sanitation District $ **5,000.00**

Five Thousand Dollars DOLLARS

VOID AFTER 90 DAYS

Cortez Sanitation District
United States

MEMO

AUTHORIZED SIGNATURE

⑈034791⑈ ⑆072000096⑆ 185372406 8⑈

BRUIN WASTE MANAGEMENT LLC

34791

V0909--Cortez Sanitation District
Print As: Cortez Sanitation District

Comerica Bank
BWM COM CHKG - 4068 4068
Date: 10/10/2024

Date	Bill #	Reference Number	Amount Due	Amount Paid/Applied
10/10/2024	Plant Investment Fee		$5,000.00	$5,000.00
Net Amount:				$5,000.00

RECEIPT DATE Oct 11, 2024 No. 617184

RECEIVED FROM Brain Waste Mgmt | D. Guider $5000

Five thousand DOLLARS

○ FOR RENT
○ FOR PIF for 2105 S. Broadway

ACCOUNT	
PAYMENT	
BAL. DUE	

○ CASH
◉ CHECK 34791
○ MONEY ORDER
○ CREDIT CARD

FROM _____ TO _____

BY _____

3-11

Mon Do Title Co., Inc.

236 W. North St
CO 81321

Invoice

Date	Invoice #
1/9/2025	082501OE1

Bill To
Kim Giesler 25401 Rd H Cortez, Co 81321 kimgiesler@hotmail.com

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Title Report O&E 2105 S Broadway, Cortez APN 561134300009	25.00	25.00

Total $25.00

Mon Do Title Co., Inc.
236 W. North St
Cortez, Co 81321
Ph. (970)565-8491
misty@mondotitleco.com

Date: January 9, 2025

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: Kim Giesler
25401 Rd H
Cortez, Co 81321
kimgiesler@hotmail.com

Report No.: 082501OE1

Property Address: 2105 S Broadway, Cortez Co 81321

Tax ID No.: 5611-343-00-009

Effective Date: January 8, 2025 at 7:30 am

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

   2105 S. Broadway Trust dated November 4, 2019

2. The encumbrance(s) (voluntary) if any, to which said land is subject:

   Deed of Trust and Assignment of Rents dated November 4, 2019 among 2105 S Broadway Trust, and Zions Bancorporation, N.A., dba Vectra Bank Colorado, to secure a principal amount of $195,500.00, recorded November 6, 2019 under Reception Number 626128.

3. The judgment(s)/lien(s) (involuntary) if any, to which said land is subject:

   NONE

4. Legal Description:

   A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., County of Montezuma, State of Colorado, being more particularly described as follows:
   Beginning at a point on the SW¼ of said Section 34, from which point the SW Corner of said Section 34, bears South 18° 39'59" West a distance of 850.83 feet;
   thence, North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491;
   thence, South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491;
   thence, West a distance of 225.85 feet;
   thence, North a distance of 301.34 feet to the point of beginning.

By: Misty M. Kwasnicka Date: January 9, 2024
Mon Do Title Co.
236 W North St
Cortez, Co 81321
(970)565-8491

626127 SWD 11/06/2019 09:16:14 AM
Page: 1 of 2 R 18.00 D 24.61 T 42.61
Kim Percell Clerk/Recorder, Montezuma County, Co

SPECIAL WARRANTY DEED

THIS DEED, dated November 4 , 2019

Between Daren R. Stone and Kathy J. Stone

of the said * County of Montezuma and State of Colorado
,grantor(s), and 2105 S Broadway Trust, dated November 4, 2019

whose legal address is 2105 S. Broadway, Cortez, Colorado 81321

of the said County of Montezuma and State of Colorado ,grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Two Hundred Forty Six Thousand One Hundred Thirty Three Dollars and 93/100ths---------- DOLLARS, the receipt and sufficiency of which is hereby acknowledged, ha ve granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Montezuma and State of Colorado, described as follows:

See Exhibit "A" attached hereto and made a part hereof by reference

also known by street and number as: 2105 S. Broadway, Cortez, Colorado 81321
assessor's schedule or parcel number: 561134300009

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), their heirs and assigns forever. The grantor(s), for them sel ves , their heirs, personal representatives, successors and assigns, do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or person(s) claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantor(s) ha s executed this deed on the date set forth above.

* Daren R. Stone
Daren R. Stone

* Kathy J. Stone
Kathy J. Stone

STATE OF Colorado)
) ss
COUNTY OF Montezuma)

The foregoing instrument was acknowledged before me this 4th day of November ,20 19 ,
by
Daren R . Stone and Kathy J. Stone

MISTY M. KVASNICKA
Notary Public
State of Colorado
Notary ID # 20004024782
My Commission Expires 08-23-2020

Witness my hand and official seal
My commission expires: Aug 23, 2020

Misty M. Kvasnicka
Notary Public

*Insert "City and" if applicable

Name and Address of Person Creating Newly Legal Description (38-35-106.5, C.R.S.)

No. 16. Rev. 4-94. SPECIAL WARRANTY DEED

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Kim Percell Clerk/Recorder, Montezuma County, Co

Exhibit "A"

A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., being more particularly described as follows:

BEGINNING at a point in the SW¼ of said Section 34, from which point the SW Corner of said Section 34 bears South 18°39'59" West a distance of 850.83 feet, THENCE North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491; Thence South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491; thence West a distance of 225.85 feet; thence North a distance of 301.34 feet to the point of beginning.
County of Montezuma, State of Colorado.

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Kim Percell Clerk/Recorder, Montezuma County, Co

RECORDATION REQUESTED BY:
Zions Bancorporation, N.A. dba Vectra Bank Colorado
Cortez Branch
350 West Montezuma
Cortez, CO 81321

WHEN RECORDED MAIL TO:
Zions Bancorporation, N.A. dba Vectra Bank Colorado
Enterprise Loan Operations-UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

SEND TAX NOTICES TO:
2105 S Broadway Trust
25401 Road H
Cortez , CO 81321

FOR RECORDER'S USE ONLY

DEED OF TRUST AND FIXTURE FILING

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time $195,500.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated November 4, 2019, among 2105 S Broadway Trust , whose address is 25401 Road H , Cortez , CO 81321 ("Grantor"); Zions Bancorporation, N.A. dba Vectra Bank Colorado, whose address is Cortez Branch, 350 West Montezuma, Cortez, CO 81321 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of Montezuma County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. **For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Montezuma County, State of Colorado:**

See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2105 S Broadway, Cortez, CO 81321. The Real Property tax identification number is 561134300009.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

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Kim Percell Clerk/Recorder, Montezuma County, Co

agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Zions Bancorporation, N.A. dba Vectra Bank Colorado, and its successors and assigns.

Borrower. The word "Borrower" means 2105 S. Broadway, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means 2105 S Broadway Trust .

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Zions Bancorporation, N.A. dba Vectra Bank Colorado, its successors and assigns.

Note. The word "Note" means the promissory note dated November 4, 2019, **in the original principal amount of $195,500.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 4, 2034.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

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Kim Percell Clerk/Recorder, Montezuma County, Co

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of Montezuma County, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

2105 S BROADWAY TRUST

By: _____
Dennis J Giesler, Trustee of 2105 S Broadway Trust

TRUST ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Montezuma)

This record was acknowledged before me on November 5, 20 19 by **Dennis J Giesler, Trustee of 2105 S Broadway Trust .**

RUTH E SANDERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174025681
MY COMMISSION EXPIRES JUNE 19, 2021

_____
Signature of Notarial Officer
Notary Public in and for the State of Colorado
My commission expires June 19, 2021

LaserPro, Ver. 19.2.0.042 Copr. Finastra USA Corporation 1997, 2019. All Rights Reserved. - CO C:\COMML\CFI\LPL\G01.FC
TR-227296 PR-357

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Kim Percell Clerk/Recorder, Montezuma County, Co

Exhibit "A"

A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., being more particularly described as follows:

BEGINNING at a point in the SW¼ of said Section 34, from which point the SW Corner of said Section 34 bears South 18°39'59" West a distance of 850.83 feet, THENCE North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491; Thence South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491; thence West a distance of 225.85 feet; thence North a distance of 301.34 feet to the point of beginning.
County of Montezuma, State of Colorado.

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: Cheryl Lindquist, Permit Technician/Deputy City Clerk

Date: 2/26/2025

RE: **Ordinance No. 1331, Series 2025**

BACKGROUND

For the last two years, the consultant hired by the City, Logan Simpson, along with City Staff have been working with a Code Committee and the community to complete comprehensive revisions to the existing Land Use Code. The proposed draft represents hundreds of hours of work to address expressed concerns with the existing Land Use Code.

DISCUSSION

See attached

RECOMMENDATION

Staff recommends that the City Council review the revised Cortez Land Use Code, listen to public comments and, if ready, repeal in its entirety the City of Cortez Land Use Code and adopt an updated City of Cortez Land Use code and state any additional revisions Council has to the proposed updated Cortez Land Use Code.

MOTION

If the City Council so chooses to follow the recommendation of Staff, a possible motion is as follows: I move that Council approve on second reading Ordinance 1331, Series 2025, an ordinance repealing, in its entirety, the City of Cortez Land Use Code and adopting an updated City of Cortez Land Use Code (*with the following revisions: ????? - If the Council determines that additional revisions should be made based upon the input received at the public hearing*.)

Attachments

Staff Report
Ordinance No. 1331, Series 2024
Resolution No. 3, Series 2025
Logan Simpson executive summary
Logan Simpson minor edits
memo City Attorney Patrick Coleman
Land Use Code draft

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

Meeting Date: March 11, 2025

MEMO

TO: Members of the Cortez City Council

FROM: Nancy Dosdall, Contract City Planner

SUBJECT: Public Hearing to consider and ordinance for repeal in its entirety of the Cortez Land Use Code and adoption of an updated Cortez Land Use Code

ATTACHMENTS: City of Cortez Ordinance No. 1331, Series 2025
P&Z Resolution No.3, Series 2025
Logan Simpson Memo
Draft Land Use Code
Memorandum from the City Attorney

BACKGROUND

For the last two years, the consultant hired by the City, Logan Simpson, along with City Staff have been working with a Code Committee and the general public to complete comprehensive revisions to the existing Land Use Code. The proposed draft represents hundreds of hours of work to address expressed concerns with the existing Land Use Code.

PLANNING COMMISSION RECOMMENDATION

At its meeting of February 18, 2025, the Planning & Zoning Commission passed Resolution No. 3, Series 2025, recommending that the City Council repeal in its entirety the City of Cortez Land Use Code and adopt the proposed updated Land Use Code.

ALTERNATIVES

1. The Council can adopt the ordinance repealing the existing Land Use Code and adopting the new, revised Land Use Code as presented.
2. The Council can adopt the ordinance repealing the existing Land Use Code and adopting the new, revised Land Use Code making minor changes as may be specified in the motion.
3. The Council can take no action on the ordinance, leaving the existing Land Use Code in place; or
4. The Council can take public comment and continue the public hearing to a date certain and request revisions to the ordinance prior to adoption.

STAFF RECOMMENDATION

Staff recommends that the City Council review the revised Cortez Land Use Code, listen to public comments and if ready, repeal in its entirety the City of Cortez Land Use Code and adopt an updated City of Cortez Land Use Code and state any revisions.

If the City Council so chooses to follow the recommendation of Staff, a possible motion is as follows:
I make a motion that the City Council approve on 2nd reading Ordinance 1331, Series 2025 an ordinance repealing, in its entirety, the City of Cortez Land Use Code and adopting an updated City of Cortez Land Use Code (with the following revisions:) ***(if the Council determines that additional revisions should be made based upon the input received at the public hearing)***

ORDINANCE NO. 1331,

SERIES 2025

AN ORDINANCE REPEALING, IN ITS ENTIRETY, THE CITY OF CORTEZ LAND USE CODE AND ADOPTING AN UPDATED CITY OF CORTEZ LAND USE CODE

WHEREAS, by Ordinance No. 814, Series 1996, passed and adopted on March 12, 1996, the City Council (the "Council") of the City of Cortez, Colorado (the "City"), adopted the City of Cortez Land Use Code, for the purpose of regulating land use, subdivision, and development in the City of Cortez in accordance with the Cortez Comprehensive Plan; and

WHEREAS, by Ordinance No. 958, Series 2001, passed and adopted December 11, 2001, the Council readopted the Land Use Code as amended; and

WHEREAS, since 2001, the Land Use Code has been amended numerous times; and

WHEREAS, the City Council determined that a comprehensive rewrite of the previously adopted and amended Land Use Code should be undertaken to better address changing needs in the community, address internal inconsistencies in the existing City of Cortez Land Use Code, and implement the adopted Housing Needs Assessment; and

WHEREAS, after a competitive bidding process, the City Council selected Logan Simpson Design Inc., d/b/a Logan Simpson (the "Consultant"), as a consultant to assist the City in drafting a new City of Cortez Land Use Code; and

WHEREAS, the City created a Land Use Code Advisory Committee, comprised of members of the public, City Staff, and a City Councilmember, to assist the Consultant in drafting a new City of Cortez Land Use Code; and

WHEREAS, extensive public outreach was conducted and input was solicited from the public and considered in the development and drafting of a new City of Cortez Land Use Code; and

WHEREAS, at the February 18, 2025 Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed a draft of a new City of Cortez Land Use Code, and made a recommendation to adopt that draft of a new City of Cortez Land Use Code as evidenced by the adoption of P&Z Resolution No. 3, Series 2025; and

WHEREAS, based on the evidence and testimony presented at the February 18, 2025 meeting, the Planning and Zoning Commission recommends that the City Council repeal in its entirety the current City of Cortez Land Use Code and adopt the new City of Cortez Land Use Code, a copy of which is attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT THE CITY OF CORTEZ LAND USE CODE IS HEREBY REPEALED IN ITS ENTIRETY AND REPLACED WITH THE CITY OF CORTEZ LAND USE CODE DATED MARCH 11, 2025, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A.

REPEALER. All orders, bylaws, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict. All ordinances adopting or amending the City of Cortez Land Use Code are hereby repealed in their entirety.

SEVERABILITY. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE. The effective date of this Ordinance shall be thirty (30) days after the date on which publication after second reading and final passage of this Ordinance occurs (the "Effective Date").

APPLICABILITY. The new City of Cortez Land Use Code shall be applicable to all land use applications determined by the City to be complete and submitted pursuant to Section 6.02.3(D) of the new City of Cortez Land Use Code after the Effective Date of this Ordinance. All land use applications determined by the City to be complete and submitted prior the Effective Date of this Ordinance shall be reviewed in accordance with the City of Cortez Land Use Code in effect prior to the Effective Date of this Ordinance.

FIRST READING. This ordinance shall be considered first reading on the 25th day of February, 2025, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time this ordinance shall be read and the public hearing for the second or final reading of this ordinance shall be set.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 11th day of March, 2025, 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 25th DAY OF FEBRUARY, 2025.

CITY OF CORTEZ

Matthew Keefauver

MATTHEW KEEFAUVER, COUNCIL MEMBER

ATTEST:

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 11th DAY OF MARCH, 2025.

CITY OF CORTEZ

ATTEST:

RACHEL B MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

J. PATRICK COLEMAN, CITY ATTORNEY

CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 3, SERIES 2025

A Resolution recommending that the Cortez City Council repeal in its entirety the City of Cortez Land Use Code and adopt an updated City of Cortez Land Use Code

WHEREAS, by Ordinance No. 814, Series 1996, passed and adopted on March 12, 1996, the City Council (the "Council") of the City of Cortez, Colorado (the "City"), adopted the City of Cortez Land Use Code, for the purpose of regulating land use, subdivision, and development in the City of Cortez in accordance with the Cortez Comprehensive Plan; and

WHEREAS, by Ordinance No. 958, Series 2001, passed and adopted December 11, 2001, the Council readopted the Land Use Code as amended; and

WHEREAS, since 2001, the Land Use Code has been amended numerous times; and

WHEREAS, the City Council determined that a comprehensive rewrite of the previously adopted and amended Land Use Code should be undertaken to better address changing needs in the community, address internal inconsistencies in the existing City of Cortez Land Use Code, and implement the adopted Housing Needs Assessment; and

WHEREAS, after a competitive bidding process, the City Council selected Logan Simpson Design Inc., d/b/a Logan Simpson (the "Consultant"), as a consultant to assist the City in drafting a new City of Cortez Land Use Code; and

WHEREAS, the City created a Land Use Code Advisory Committee, comprised of members of the public, City Staff, and a City Councilmember, to assist the Consultant in drafting a new City of Cortez Land Use Code; and

WHEREAS, extensive public outreach was conducted and input was solicited from the public and considered in the development and drafting of a new City of Cortez Land Use Code; and

WHEREAS, at the February 18, 2025 Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed the draft of a new City of Cortez Land Use Code, and made recommendations as evidenced by the adoption of P&Z Resolution No. 3, Series 2025; and

WHEREAS, based on the evidence and testimony presented at the February 18, 2025 meeting, the Planning and Zoning Commission recommends that the City Council repeal the City of Cortez Land Use Code and adopt the new City of Cortez Land Use Code, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

THAT, pursuant to this P&Z Resolution No.3, Series 2025, the Cortez Planning and Zoning Commission recommends that the City Council of the City of Cortez repeal the City of Cortez Land Use Code in its entirety and replace it by adopting the new City of Cortez Land Use Code attached hereto as Exhibit A.

MOVED, SECONDED, AND ADOPTED THIS 18th DAY OF FEBRUARY 2025

CORTEZ PLANNING AND ZONING COMMISSION

By: Emily Waldron, Vice-Chairperson

ATTEST:

Cheryl Lindquist, Deputy City Clerk

Executive Summary of Document Changes

Date Prepared: 2/13/2025

Purpose: Prepared by consultant with review by staff for the 2/18/25 Planning Commission hearing

General Overview

Purpose: The Land Use Code update aims to address current inconsistencies and outdated language in addition to improving the administration and simplification of development review processes. The update also aims to address the City's current housing needs, which have changed significantly since the current Land Use Code (Code) was adopted 23 years ago.

Overall Summary:

- The current Code contains 7 Chapters and the new Code contains 8 Chapters
    - Chapters 1-6 of the updated Code contain the same general content as the current Code
    - Chapter 7 has been replaced with Historic Preservation provisions that are currently housed in Chapter 6
    - A new Chapter 8 was developed to house the Floodplain regulations
    - Many of the Appendices have been removed as they duplicate more current application documents that the City is using
- Each chapter includes some reorganization and updated formatting for consistency throughout and ease of use by a variety of audiences
- Added table of contents to the first page of all chapters
- Added tables and prepared graphics to clarify language throughout
- While some new standards were added for clarification and predictability, many other standards were expanded for greater flexibility in development

Chapter 1: General Provisions

Purpose: Describes the purpose of the LUC, how non-conforming properties are treated, and how Code violations are handled.

What Changed:

- Added a new title and effective date section and simplified severability language
- Developed a new optional opt-in process to track legal nonconforming properties
- Revised definition of abandoned nonconforming use as being vacant for 12 months (6 months per current Code)
- Nonconforming structure provisions updated per the following:

    - Allow property owners to enlarge nonconforming structures as long as they don't exceed dimensional standards for the zone district
    - Changed partial destruction definition from relating to fire and natural causes to any cause
    - Changed partial destruction parameters to relate to square footage of structure rather than assessed value
- Nonconforming sign removal requirement has changed from January 1, 1989 to within 3 years of the effective date of this Code
- Developed new options to remedy violations that include civil options that can be tailored to the violation
- Vested Property Rights now become automatic with final approvals

What remains the same:

- Purpose statement, and enactment and repeals sections
- General authority and jurisdiction of the document
- Relationship to other plans, resolutions, and ordinances
- Definition of how to determine nonconforming status

Chapter 2: Definitions

Purpose: Contains all defined terms used throughout the Land Use Code, including description of how to measure physical elements and time and interpretation provisions.

What Changed:

- Added a section on standards of measurement, added graphics, and clarified height measurement provisions, acceptable projections beyond the maximum building height, and exceptions
- Moved all land use terms to Chapter 3 to the Use Standards section
- Removed outdated or unused terms
- Added new terms as applicable to new provisions
- Moved standards that were embedded in definitions to appropriate locations within other chapters

What remains the same:

- Maintained general chapter organization and structure
- Rules of construction identify computation of time and general interpretation of terms

Chapter 3: Zone District Regulations

Purpose: Defines each of the City's zone districts, the dimensional standards that apply to properties within each district and describes which uses are permitted.

What Changed:

- Added overall purpose and descriptions for each zone district
- Established the Residential Estate (RE) zone district as a legacy district since there are only two properties established under this zone district, and it is not a common district for the City. Existing properties zoned RE may operate as usual; however, no future parcels may be rezoned to RE.
- Changed name of Manufactured Home District (MH) to Mixed Residential (R3) to better reflect what has been built in the past 30 years – no change to zone district boundaries or overall intent and purpose of the zone district
- Changed name of Highway Commercial to General Commercial District (C) to better relate to the location of existing and future development already designated as C
- Simplified the Planned Unit District (PUD) regulations to clarify that this is a zone district rather than an overlay
- Adjusted residential dimensional standards to align with the City's Housing Action Plan, including a reduction in minimum lot size which will accommodate more affordable housing types and remove many of the existing nonconformities throughout the City
- Simplified both commercial and residential dimensional standards tables to remove redundancy and create consistent setbacks per zone district rather than per unit type
- Updated land use standards to include new housing types such as cottage cluster, micro homes, tiny homes, and modular homes and expand the allowance of more housing types in the R2 and R3 zone districts
- Incorporated land use definitions from Chapter 2 and updated standards to clarify housing types, temporary uses, and outdoor display and storage

What remains the same:

- Maintained the same number and intent of zone districts - no changes were made to zone district boundaries
- Maintained many of the use allowances in each zone district in addition to expanding some to be less restrictive
- Maintained many of the parameters of the R1 zone district due to community feedback desiring the district to remain its current look and feel

Chapter 4: Subdivision Standards

Purpose: Describes the classification and specific standards applicable to subdivision of land within the City.

What Changed:

- Moved classification of minor versus major subdivisions from Chapter 6 to the front of this chapter to establish the foundation and clarify exemptions

- Clarified and simplified standards for the definition of a corner lot and expanded the maximum block length to better reflect existing developments that would otherwise be nonconforming
- Updated and clarified street standards to match the Streets Master Plan and incorporated median design standards as well as optional standards for the design of bike lanes if added at the option of the developer
- Moved private street standards from Chapter 3 to the street standard section of this Chapter for consistency and updated according to current City policies
- Drainage easement standards have been updated to better reflect irrigation ditch requirements and necessary access by the ditch company
- The public land dedication section was completely overhauled and simplified for clarity, spelling out requirements for dedication or fee in lieu at the option of the City
- Individual sections on drainage, water supply, utilities, etc. were combined in a new section called required improvements and clarified with regard to required timeframe and warranty period of all improvements to better tie to the new improvement guarantee section
- Added a new section to describe the intent and applicability of Development Improvement Agreements
- Added a new section to outline requirements for improvement guarantees consistent with many other communities across the west
- Revised the Impact Fee section to better reflect the original intent of public private partnership agreements for unique public improvements

What remains the same:

- General scope and applicability of the chapter remain the same
- General format of easements remains the same with simplification and clarification of language
- Existing required improvements remain and were clarified with the addition of new standards – all intended to clarify existing requirements without adding any new regulation
- The basic parameter of public land dedication remains at 5% of the gross acreage of the subdivision

Chapter 5: Site Development Standards

Purpose: Establish specific design standards for all developments to adhere to with regards to parking, lighting, landscaping, fencing, natural resource protections, and signage.

What Changed:

- Relaxed the minimum off-street parking space requirements

- Added an allowance for an alternative parking study to justify a proposed reduction in parking
- Added shared parking standards for flexibility in achieving the minimum parking requirements
- Clarified vision clearance distance for access and driveways
- Increased required sidewalk width in most districts from 4' to 5' with additional provisions to accommodate existing, nonconforming conditions
- Increased allowance of fencing for commercial uses to 8' to match residential uses
- Updated landscape standards from a blanket 10% of the site required to be landscaped to requirements tailored to the specific use
- Incorporated new landscape buffer standards to mitigate impacts of more intense uses on adjacent less intense uses
- Added new natural resource protection standards which require a minimal buffer from public lakes, rivers, streams, and wetlands
- Added new lighting standards that establish a baseline for all exterior lighting in the City with the intent of moving the City toward dark sky compliance without strictly specifying compliance
- Added electronic messaging sign standards
- Updated billboard standards to prohibit new billboards
    - ***[PC Review Note: Do we want to include a sunset clause to require existing billboards to be removed in a certain timeframe – maybe 3 years of effective date of this code? For reference, there was a moratorium on new billboard application put in place in 1995]***

What remains the same:

- Maintained the basic concept and computation of parking requirements
- Maintained the majority of the existing fence and wall standards with minor clarification and simplification of language
- Maintained applicability and landscape plan requirements within the landscape section
- Maintained most of the existing sign standards with minimal updates for clarification

Chapter 6: Administration and Procedures

Purpose: This chapter incorporates the roles and responsibilities of review and decision-making authorities, describes common application submittal and review procedures, and specific submittal and review criteria applicable to each development application type.

What Changed:

- Reorganized language into 4 distinct sections to combine redundant language from applications into a single section and preserving each application section for specific submittal requirements and review criteria

- Added a section to describe the roles and responsibilities of review and decision-making authorities as related to implementation and enforcement of the Land Use Code
- Added a new application procedure table to identify when a pre-application conference is required and who is the review, decision making, and appeal authority for each application type
- Combined all public notice requirements into a single section
- Separated procedures for Rezone and Land Use Code text amendment which are combined in current regulations
- Updated site plan application requirements to clarify which are administratively approved and which are approved by City Council
- Updated review and decision-making authority for subdivisions so that preliminary plats are reviewed by staff and Planning Commission and decided by City Council and final plats are decided administratively

What remains the same:

- The overall intent and list of development applications have remained the same as the current Code
- Many of the procedures and final review and decision-making authorities remain the same for applications in the current Code

Chapter 7: Historic Preservation

Purpose: This chapter contains all information related to historic preservation, including establishment of the Historic Preservation Board, criteria and procedures for designation of properties, and criteria and procedures for alternation and demolition of historic resources.

What Changed:

- A new applicability section as added to clarify the difference between the local, state, and national historic register
- Language was added to the demolition procedures and criteria to provide clarity

What remains the same:

- Much of the existing language remains from the current Code with minor clarifications and formatting adjustments throughout

Chapter 8: Floodplain Regulations

Purpose: Includes regulations on how to treat development in the floodplain. This section is heavily guided by FEMA regulations, therefore changes reflect formatting and minor updates for consistency with other chapters.

Appendices

Purpose: Include auxiliary documents such as outdated development applications and a subdivision improvement agreement template which have been removed from the Code for ease of updating in the future.

Summary of Public Comment Received:

The following comments/questions were submitted through the website comment form.

Comment #1:
I'm deeply concerned about the ongoing noise pollution affecting our community, particularly from dogs in the area and activities on the county property between Paradise Village subdivision and Brandon's Gate. It's essential that the proposed land use code includes enforceable noise ordinances, allowing city police to address disturbances effectively. The family residing on that property frequently causes excessive noise, disrupting the peace for the other 150 residents in the area. This situation is unfair and needs to be addressed in the new codes to ensure a better quality of life for everyone. Thank you.

Response to Question #1:
The city does not currently have a noise ordinance so the new Land Use Code does include a short section reference to the state statute to provide a mechanism for enforcement city-wide. Excerpt from State Statute below:

Zone	7am to 7pm	7pm to 7am
Residential	55 db(A)	50 db(A)
Commercial	60 db(A)	55 db(A)
Light Industrial	670 db(A)	65 db(A)
Industrial	80 db(A)	75 db(A)

Comment #2:
The new Land Use Code Executive Summary shows the strong work that was put into this updated plan and putting the changes into layman's terms. Thank you!

Response to Question #2: *Great to hear, thank you!*

Comment #3:
My main concern since I have moved here is who is considering longer term effects of subdivisions, on the overall health of the area? Too many subdivisions cause too much degradation of the environment, and just since 2010, there have been quite a few put in with certain types of plans, that are not based on any type of long term health for the people or land areas. It's not just about money, or quick fix seems nice presentations, who is in charge of that?

Response to Question #3:
Longer term growth is primarily guided by the City's Comprehensive Plan and the Land Use Code is intended to provide the specific design standards and requirements to construct a subdivision.

Comment #4:
With regards to Section 1.04.4 - Relationship to Other Plans, etc.: Could you help me understand why the city of Cortez would be deciding things about subdivisions outside of the city limits?

Additional Comment on same section: Please don't do this. We live in the county and do not wish to be regulated by the city. We don't vote in your city council elections, and we have no representation in your city government. Please leave us alone. Speaking for myself, I do not wish to be annexed and regulated by the city.

Response to Question #4:
Per Colorado State Statute, all development within three miles of the City limits must be coordinated between the County and City. The City serves as a referral agency, like utility companies and school districts, without specific jurisdiction in this area. This inclusion is mainly for informational purposes regarding ongoing development.

Comment #5:
With regards to nonconforming regulations (Section 1.05.2.B): Will businesses or people be notified if there building is a nonconformity and that they need to submit a certificate? How do they go about getting this certificate?

Response to Question #5:
The City Planning Department provides a form for the certificate. People are notified of their nonconforming status when they need a permit or development application. The certificate helps the City keep track of nonconformities, aiding property or business owners with future permits or development applications.

Comment #6:
I am curious about regulations on types of fertilizer allowed or Not allowed to be included in this section or some section of some other plans for our city, and county. It would behoove all of us and the environment and health of all is that were looked into. IDK who exactly would address this, but it is important, for that matter there could be restrictions put on what types of fertilizers and pesticides were allowed to be sold in the county.

Response to Question #6:
Comment noted. The Land Use Code does not have jurisdiction over types of fertilizers allowed to be used or sold.

Chapter 3

Recommendation to add a provision that allows for a smaller rear setback for accessory structure such as backyard sheds in the residential zones per public comment. See below for the redline additions to the dimensional standards table.

Recommendation to adjust the beekeeping language to be less onerous per public comment:

Table 3.1 – Residential Dimensional Standards (1)

	Zoning District RE	Zoning District R-1	Zoning District R-2	Zoning District R-3
Minimum lot area (sq. ft.)	43,560 sf	6,000 sf	4,000 sf for single-family detached dwelling unit	4,000 sf for single-family detached dwelling unit
Residential density (units/acre)	-	-	16 units/acre(2) for all dwellings, except for single-family detached	20 units/acre(2) for all dwellings, except for single-family detached
Min. front yard setback (ft.) (3)	50′	15′ 20′ to garage	15′ 20′ to garage	15′ 20′ to garage
Min. side yard setback – interior lot (ft.)	50′	5′	5′ 10′ for multi-family dwellings	5′ 10′ for multi-family dwellings
Min. side yard setback – corner lot (ft.)	15′	15′	15′	15'
Min. rear yard setback (ft.)	25′	7′ 5′ for Accessory Structures	7′ 5′ for Accessory Structures	7′ 5′ for Accessory Structures
Max. lot coverage (%)	20%	60%	60% for single-family detached dwellings 80% for all other uses	60% for single-family detached dwellings 80% for all other uses
Max. height (ft.)	35′	35′	45′	45′
Min. lot width (ft.)	80′	50′	50′ (per development)	40′ (per development)

(1) Additional standards may apply, per section 5.08 Natural Resource Protections.

(2) Where deed restricted, affordable and/or workforce housing units are provided for more than 10% of the total dwelling unit count in the R2 and R3 Zone District, the maximum density can be increased by 20%.

(3) Setback Averaging (per figure 3.03). Front setback averaging may be used if the existing front setbacks of adjacent lots on a block face are less than the required front setback of the underlying Zone District. In such cases, the new development may establish a setback that represents the mean (average) setback of all lots on the same side of the street within the same block, excluding lots that are not developed with the same type of use that is proposed on the subject property. Vacant lots shall use the setback dimension required by the Zone District in calculating the average setback. This provision shall not be interpreted as requiring a greater front setback than imposed by the underlying Zone District. Responsibility for demonstrating eligibility for an "average setback" pursuant to this Subsection shall be the sole responsibility of the applicant.

3.06.13 Urban Agriculture

B. Home Garden

2. Use Standards

a. Backyard beekeeping of less than (50) hives is permitted and subject to the following standards:

i. Minimum lot size of one quarter (1/4) acre, with a maximum of two (2) colonies per acre.

ii. Colonies are only permitted within the buildable portion of the lot and cannot be located within the setbacks.

iii. Each beekeeper shall ensure that a convenient source of water is available at all times to the bees.

iv. Notification of a proposed colony shall be sent by permit applicant to all adjacent property owners ~~within five hundred feet (500') of the hive or colony~~.

v. Notification shall be sent via certified mail or certificate of mail and proof of mailing shall be submitted to the City Planning and Building Department.

Chapter 2 – Definitions

Add the definition for Historic Resources per State CLG Director and City Historic Preservation Board recommendation:

Historic Resources means any buildings, sites, structures, districts, and/or objects that have the potential for Historic Designation as outlined in Chapter 7. For the purpose of this Land Use Code "Historic Resources" may also include archaeological resources which means all sites, objects, structures, artifacts, and locations of prehistoric archeological interest, where recorded or still unrecognized.

Chapter 7

The following changes are proposed to align with the definition of historic resources to ensure consistency throughout Chapter 7 (per State CLG Director and City Historic Preservation Board recommendation).

7.01.3.1 Applicability.

B. This Chapter applies to processes related to the City's local register of historic resources ~~buildings, sites, and districts~~. This Chapter does not apply to processes

related to State and National historic designations, which must be addressed by those respective agencies.

7.02.09 Designation of Historic Resources ~~Buildings, Structures, Sites, and Districts.~~

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

February 18, 2025

TO: Members of the Cortez Planning & Zoning Commission

FROM: Patrick Coleman, City Attorney

SUBJECT: Suggested edits to the proposed new Cortez Land Use Code

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I. EFFECTIVE DATE OF THE NEW LUC

I was asked to consider what language might be appropriate to include in the new LUC regarding the applicability of the new LUC to pending land use applications. At common law, there was the Pending Ordinance Doctrine, which would have allowed a city to apply the pending code to an application that complied with the existing code but not the pending code. The State of Colorado has essentially gutted the common law Pending Ordinance Doctrine when it adopted C.R.S. § 24-68-102.5, which reads:

(1) Except as otherwise provided in subsection (2) of this section [pertaining to emergencies], an application for approval of a site specific development plan as well as the approval, conditional approval, or denial of approval of the plan shall be governed only by the duly adopted laws and regulations **in effect at the time the application is submitted** to a local government. For purposes of this section, "laws and regulations" includes any zoning law of general applicability adopted by a local government as well as any zoning or development regulations that have previously been adopted for the particular parcel described in the plan.

(2) Notwithstanding the limitations contained in subsection (1) of this section, a local government may adopt a new or amended law or regulation when **necessary for the immediate preservation of public health and safety** and may enforce such law or regulation in relation to applications pending at the time such law or regulation is adopted.

The key language in the statute is in subsection 1, which requires the application of the laws "in effect at the time the application is submitted." I think we need to ensure that the new LUC clearly states that an application is not deemed submitted until it is determined by the City to be complete. If the City receives "complete applications" prior to the adoption of the new LUC, the current LUC should be applied.

Some possible language could be inserted into the Ordinance by which the new LUC is adopted is as follows:

This Land Use Code shall be applicable to all land use applications determined by the City to be complete and submitted pursuant to Section 6.02.3(D) thirty days after the Effective Date of this Ordinance. All land use applications determined by the City to be complete and submitted prior the Effective Date of this Ordinance shall be reviewed in accordance with the City of Cortez Land Use Code in effect prior to the Effective Date of this Ordinance.

I suggest that the following sections in the new LUC also be amended as follows:

Section 1.06.3 Fees. Amend Subsection (B) as follows:

No ~~person or entity~~applicant/property owner owing money to the City~~, in any amount or for any purpose, including delinquent taxes certified by the County Treasurer, or~~ for any land use application fees, may be granted a development permit or any other development approval, and the City and any of its boards, commissions, departments, officers or agents will not accept any land use application filed by such person, will not determine such land use application to be complete, will not determine that a complete application has been submitted, and the City shall not take any action on such land use application until all land use application fees owed the City by such applicant/property owner are paid. This provision shall not prohibit the City or any of its designees from conducting a pre-application conference.

Section 6.02.3 Application Completeness Review. Amend Subsection (A) as follows:

Purpose. To ensure all required submittal materials are included and all land use application fees owing to the City are paid, an application completeness review will be conducted by the Zoning Administrator or the Zoning Administrator's designee, for each application prior to a determination of a completed application and submittal, and prior to any City review of the application.

Section 6.02.3 Application Completeness Review. Amend Subsection (C)(1) as follows:

The Zoning Administrator shall make a determination of application completeness within ten (10) business days of application filing, and a determination that a complete application filing has been submitted.

Section 6.02.3 Application Completeness Review. Amend Subsection (C)(3) as follows:

Replace the word "submittals" in the last sentence of Subsection (C)(3) with the word "*filings.*"

Section 6.02.3 Application Completeness Review. Amend Subsection (D) as follows:

Determination of Complete Application. An application shall not be considered complete unless and until all of the required information and ~~submittal~~ materials, in the amounts and dimensions required by this Code, have been ~~submitted~~ filed with~~to and received by~~ the Planning Department, and all land use application fees owing to the City by the applicant/property owner are paid.

Subsection 6.02.4 Application Review. Amend Subsection (C)(1) as follows:

After an application filing has been determined to be a complete application, and a determination has been made that the complete application has been submitted, the Zoning Administrator shall review the complete application and determine if it meets the standards and requirements of this Code.

II. Flexibility in the application of the Design Standards

I recommend that the new LUC have some language that allows the Planning & Zoning Commission and the City Council to have some limited discretion in applying the design/development standards and the use regulations under the theory that a rigid, one size fits all code might result in some inequitable and/or impractical results. Paving, landscaping, and outdoor storage requirements seem to be examples where discussion occurs. Without flexibility, my experience is that the decision makers will try to create flexibility where none exists.

If the P&Z/Council want to consider adding some limited flexibility to the new LUC to address this issue, I think this language could be inserted in the new LUC

in Subsection B in Section 5.01.2. My proposed language would be something similar to the following:

The Planning and Zoning Commission and the City Council shall have the authority to recommend (Planning and Zoning Commission, if acting as a recommending body) or approve (City Council and Planning and Zoning Commission, if it is acting as an approval body) less restrictive minor deviations or exceptions to the strict application of the provisions of the Site Development Standards in Chapter 5 of this Land Use Code in circumstances in which the Planning and Zoning Commission or the City Council determine involve unique characteristics of a particular property, of a particular proposed use, inconsistency with surrounding property, or other circumstances that make the strict application of the provisions of this Land Use Code inequitable, physically impractical or contrary to the public good. An applicant/owner that requests a less restrictive minor deviation or exception must provide objective reasons for the need for such deviation or exception.

I think the following language could be inserted in the new LUC in Subsection A in Section 3.01.2. My proposed language would be something similar to the following:

The Planning and Zoning Commission and the City Council shall have the authority to recommend (Planning and Zoning Commission, if acting as a recommending body) or approve (City Council and Planning and Zoning Commission, if it is acting as an approval body) less restrictive minor deviations or exceptions to the strict application of the provisions of the Zone District and Use Regulations in Chapter 3 of this Land Use Code in circumstances in which the Planning and Zoning Commission or the City Council determine involve unique characteristics of a particular property, of a particular proposed use, inconsistency with surrounding property, or other circumstances that make the strict application of the provisions of this Land Use Code inequitable, impractical or contrary to the public good. An applicant/owner that requests a less restrictive minor deviation or exception must provide objective reasons for the need for such deviation or exception.

CORTEZ LAND USE CODE
& HOUSING POLICY UPDATE:
Building a strong foundation together.

City of Cortez
Land Use Code

Adoption Draft | February 13, 2025

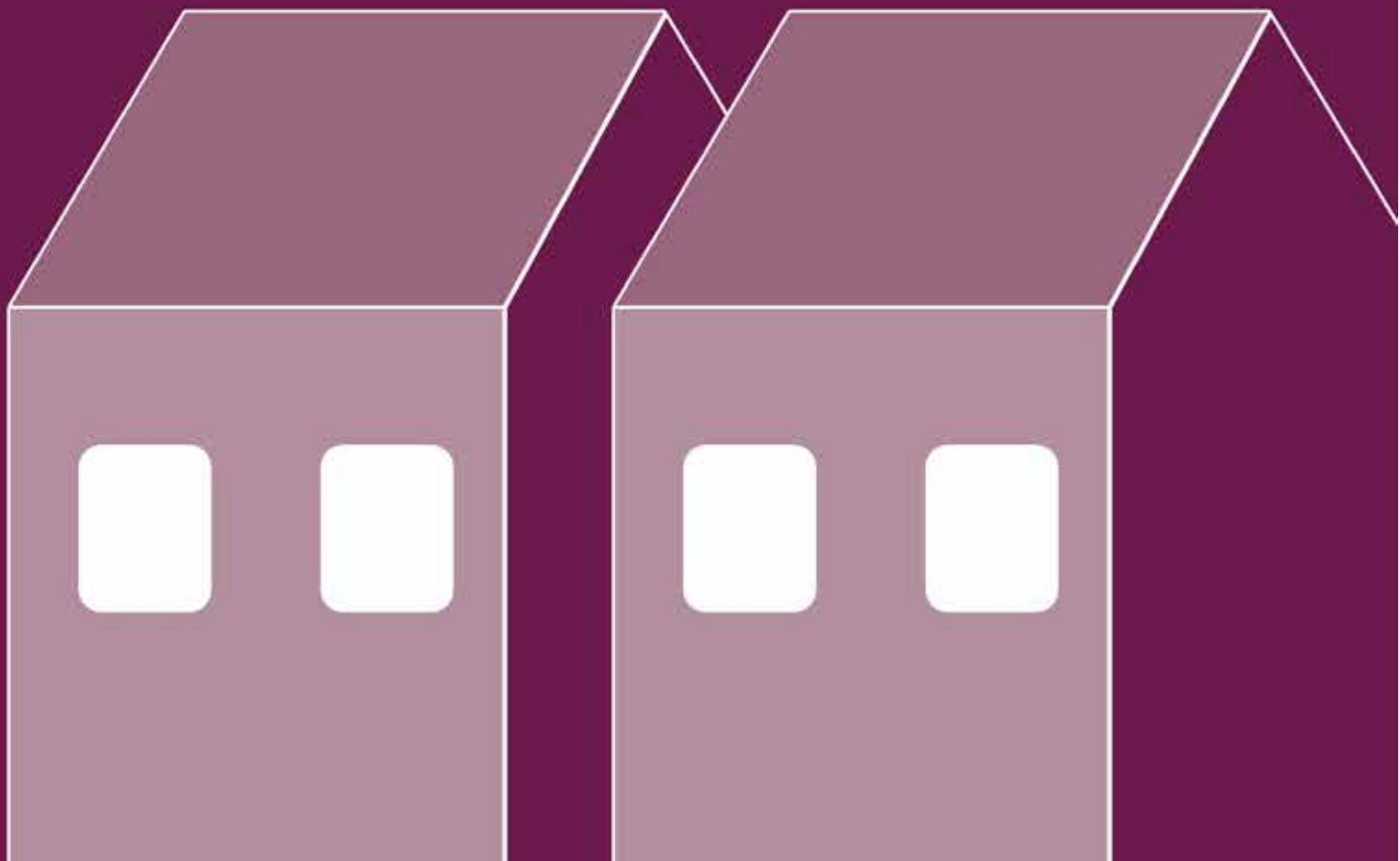


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Note: The existing appendices include auxiliary documents such as outdated development applications and a subdivision improvement agreement template which have been removed from this updated Draft Code for ease of updating in the future.

Chapter 1 - General Provisions

1.01 Title and Effective Date

1.01.1 Title and Effective Date.

A. The following is adopted as the Land Use Code of the City of Cortez, Colorado. It may be referred to herein as "this Code," or "the Land Use Code." This Code is effective as of <insert date>.

1.01.2 Enactment and Repeals.

A. Upon the adoption of this Code, the following are repealed in their entirety: The zoning ordinance of the City of Cortez, Colorado ("City") originally adopted on March 7, 1946 with Ordinance No. 184, Series 1946, together with all amendments thereto; and the City of Cortez Subdivision Regulations, passed and approved on May 24, 1983, with Ordinance No. 600, Series 1983, together with all amendments thereto; and any other ordinance, resolution or regulation inconsistent with this Code.

B. The Land Use Code is adopted pursuant to the powers granted and limitations imposed by C.R.S Section 31-23, as amended.

1.02 Organization and Purpose

1.02.1 Table of Contents.

A. 1.01 – Title and Effective Date

B. 1.02 – Organization and Purpose

C. 1.03 – Authority and Jurisdiction

D. 1.04 – Relationship to Other Plans, Resolutions and Ordinances

E. 1.05 – Nonconforming Regulations

F. 1.06 - Enforcement and Penalties

G. 1.07 – Vested Property Rights

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1.02.2 Purpose.

A. The regulations of this Land Use Code have been established in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, and general welfare of the City in order to:

1. Lessen the congestion in the streets;
2. Secure safety from fire, panic, and other dangers,
3. Provide adequate light and air;
4. Prevent the overcrowding of land;
5. Avoid undue concentration of population;
6. Promote energy conservation; and
7. Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.

B. This Land Use Code is established with reasonable consideration, among other things, for the character of the Zone Districts and their peculiar suitability for the particular uses specified; and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the City consistent with the Comprehensive Plan.

1.03 Authority and Jurisdiction

1.03.1 Jurisdiction.

A. All development of land within the corporate limits of the City of Cortez referred throughout as the "City" shall conform to the following rules and regulations unless specifically exempted herein or by law.

1.03.2 Authority.

A. The City Council of Cortez has the authority to adopt this Land Use Code pursuant to the Colorado Constitution, C.R.S. Section 31-2, the Home Rule Charter of Cortez, Colorado, and such other authorities and provisions as are established in the statutory and common law of the State of Colorado.

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B. It is the intent of this Land Use Code that all development and use of land shall be subject to the provisions of this Land Use Code. The Planning Commission and City Council shall consider each development from the point of view of the relationship of the development to the existing surrounding land uses and the Comprehensive Plan.

1.03.3 Severability.

A. The Sections, Subsections, sentences, and phrases of this Land Use Code are severable. If any Section, Subsection, sentence, or phrase is declared invalid or unenforceable by any court of competent jurisdiction, that invalidity or unenforceability does not affect any of the remaining Sections, Subsections, sentences, or phrases of this Land Use Code.

1.04 Relationship to Other Plans, Resolutions, and Ordinances

1.04.1 Minimum standards—Conflict with private restrictions.

A. The provisions of this Code are the minimum standards necessary to accomplish its stated purposes. It is not the intent of this Chapter to interfere with, abrogate or annul any private easement, covenant, deed restriction or other agreement between private parties. When the provisions of this Chapter impose a greater restriction than imposed by such private agreements, the provisions of this Chapter shall control. When private agreements impose a greater restriction than imposed by this Chapter, such private agreements shall control.

1.04.2 Consistency with the Comprehensive Plan.

A. The regulations of this Code are intended to implement and be consistent with the City's official Comprehensive Plan and, as such, may be amended from time to time. The Comprehensive Plan is a guiding policy document that helps the City government plan in daily decision making and planning for the future. A copy of the Comprehensive Plan shall be kept in the office of the City Clerk with the original ordinance adopting it and it shall be available for public inspection during regular business hours.

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1.04.3 Municipal services outside of City boundaries.

A. Reserved

1.04.4 Proposed subdivisions within three miles of the City boundaries.

A. Any subdivision proposed on County land and located within three (3) miles of the City shall be referred to the City for consideration by the Planning Commission.

1.05 Nonconforming Provisions

1.05.1 Purpose.

A. The purpose of this Section is to regulate and limit the development and continued existence of legal uses, buildings, structures, and lots that were lawfully established prior to the effective date of this Code, and any future amendments, but that no longer comply with or conform to one or more requirements of this Code. All such situations are collectively referred to as "nonconformities".

B. Nonconformities may continue to be used or occupied, subject to regulations as to the maintenance of premises and conditions of operations set forth in this Chapter, or unless such nonconformity is terminated as provided in this Chapter.

1.05.2 Nonconforming Status.

A. The land, use, or structure shall be deemed to have nonconforming status when each of the following conditions are satisfied:

1. The use or structure does not conform to the regulations prescribed in the district in which such use or structure is located and was in existence and lawfully constructed, located and operating prior to, and at the time of, the event that made such use or structure nonconforming.

2. The event that made such use or structure nonconforming was one of the following: annexation into the City; adoption of this Code or a previous zoning ordinance, or, amendment of this Code or a previous zoning ordinance.

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3. The nonconforming use or the use occupying the nonconforming structure has been operating since the time that the use or structure first became nonconforming without abandonment, as abandonment is defined in Subsection (a)(4) of this Section.

B. To establish record of a nonconformity, the operator, owner, or occupant of any nonconformity is encouraged to submit a certificate of nonconformity to the Zoning Administrator or designee. The certificate shall be considered as evidence of the legal existence of a nonconformity, as contrasted to an illegal use or violation of this Code. The Zoning Administrator or designee shall maintain a register of all certificates of nonconformity. The City may also record properties in the register as they become aware of nonconformities through development applications.

1.05.3 Maintenance and Repairs.

A. Minor repairs or maintenance of nonconformities are permitted and encouraged, provided that the repairs and/or maintenance do not increase the nonconformity of any structure, use, or lot. Maintenance and repairs that qualify as "minor" include the following:

1. Repairs necessary to maintain and to correct any damage or deterioration to the structural soundness of, or the exterior or interior appearance of, a building or structure, without expanding the building or structure.
2. Maintenance of land to protect against and mitigate health and environmental hazards.
3. Maintenance repairs that are necessary to remedy otherwise unsafe conditions or to comply with current building code requirements.

B. Minor repairs and maintenance shall only be conducted in compliance with building code requirements and shall obtain the necessary permits pursuant to this Code.

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1.05.4 Nonconforming Uses.

A. Any use of land that was legally in existence and nonconforming on the effective date of this Code and has been in regular and continuous use, but which does not conform to the use regulations prescribed by this Code, shall be deemed a nonconforming use.

B. A nonconforming use may only be changed to a conforming use allowed in the Zone District in which it is located.

C. Once a nonconforming use is converted to a conforming use, it shall not be changed back to a nonconforming use.

D. A nonconforming use shall not be changed to another nonconforming use.

E. There shall be no increase in the floor area or the land area devoted to a nonconforming use or other enlargement or extension of a nonconforming use beyond the scope and area of its operation at the time the regulation that made the use nonconforming was adopted.

F. Any nonconforming use that is discontinued for or that remains vacant for a period of twelve (12) months shall be considered to have been abandoned.

1. If a nonconforming use is abandoned, all nonconforming rights shall cease, and the use of the premises shall henceforth conform to this Code.

1.05.5 Nonconforming Structures.

A. A nonconforming structure is a building or structure the size, dimension, design, or location of which was lawful prior to the adoption, revision, or amendment of this Code, but which fails to conform to the requirements of the development regulations applicable to the property by reasons of such adoption, revision, or amendment.

B. A nonconforming structure may only be enlarged or altered in a manner that does not increase its nonconformity or create a new

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nonconformity. No such change shall further encroach into any already-nonconforming setback.

C. An extension to a nonconforming structure may be permitted to comply with the provisions of the Americans with Disabilities Act (ADA), provided that it is demonstrated that the only way to comply with the Act would be through an extension which increases the structure's nonconformity, and that the extension is the minimum necessary to comply with the Act.

D. A nonconforming structure may be continued subsequent to the effective date of this Code, if such continuance is in accordance with the provisions of this Chapter and all other applicable Codes of the City necessary to ensure adequate protection and safety of adjacent property and the users and occupants of such nonconforming structure. However, the right to continue a nonconforming structure shall cease and such use contained therein shall conform to the provisions of this Code under any of the following circumstances:

1. If a nonconforming structure is destroyed by any means to the extent of more than fifty (50) percent of its gross floor area, it may not be re-established except in compliance with all regulations applicable to the zoning district in which it is located.
    a. This provision shall not apply to single-family dwelling units in a residential Zone District, which may be reconstructed within substantially the same floor area, provided there is no increase in any other nonconformity.
2. If the nonconforming structure is partially destroyed, where the damage does not exceed fifty (50) percent of its gross floor area, the nonconforming structure may be reconstructed within substantially the same floor area, provided there is no increase in any other nonconformity.
3. A nonconforming structure shall not be moved to another location unless it shall thereafter conform to the provisions of the Zone District into which it is moved.

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1.05.6 Nonconforming Lots.

A. No use or structure shall be established on a lot of record that does not conform to the lot area, lot width, or lot depth requirements established in this Code for the zoning district in which it is located, except as otherwise provided for in this Section.

B. No lot that is conforming as to minimum lot size or minimum lot frontage may be reduced in size or subdivided in such a way that it creates a nonconforming lot, causes any structure or use to become nonconforming, or causes the nonconformity of any use to increase.

C. A single-family dwelling and accessory buildings may be developed on a lot that has less area than the minimum required by the underlying Zone District and was an official "lot of record" prior to the adoption of the City's original Zoning Ordinance No. 184 (adopted March 7, 1946), if the proposed single-family dwelling can be located on the lot so that the yard, height, and other dimensional requirements of the underlying Zone District can be met.

D. No lot or interest therein shall be transferred, conveyed, sold or subdivided so as to create a new nonconforming lot, to avoid, circumvent or subvert any provision of this Code, or to leave remaining any lot in violation of the dimensional requirements of this Code.

E. No lot or portion of a lot required as a building site under this Code shall be used as a portion of a lot required as a site for another structure.

1.05.7 Nonconforming Signs.

A. Any sign that is permitted to remain in place as a nonconformity may be continued in use until the sign, or a substantial part of it, is blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign.

B. A sign, or a substantial part of it, shall be considered to have been destroyed or dismantled if the cost of repairing the sign is more than

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fifty percent (50%) of the cost of erecting a new sign of the same type at the same location.

C. It is reasonable that a time limit be placed upon the continuance of nonconforming signs and that the Zone District in which the nonconforming sign exists will eventually benefit from a substantial uniformity of permanent signs. Therefore, the right to maintain a sign which is legally nonconforming as of the effective date of this Code shall automatically terminate within three (3) years at which point the sign shall be removed.

1.06 Enforcement and Penalties

1.06.1 General.

A. Any person, firm or corporation who violates any of the provisions of this Code or who fails to comply with any provisions hereof within the corporate limits of the City shall be guilty of a civil offense punishable by a penalty as determined herein.

B. Notification of Violation. When it is determined that there has been a violation of any provision of the Land Use Code, written legal notice of violation shall be served by the City's Code Enforcement Officer per the standard City policy to include the following:

1. A list of violations referring to the Section or Sections of this Code violated; and
2. Specify the timeframe of no more than thirty (30) days, unless modified by the Zoning Administrator;
3. Suggest a remedy for compliance with relevant Land Use Code provisions.

C. In the case of violations that constitute an emergency situation as a result of public safety, the Director may give notice simultaneously with beginning remedy or enforcement action toward an immediate solution to the violation without requiring for the thirty (30) day compliance period.

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D. If the violation is not corrected within the timeframe specified in the notice of violation, the City may employ one or more of the following remedy or enforcement actions:

1. Withhold Permits. The City may deny or withhold all permits, certificates, or other forms of authorization on any land, structure, or improvements thereon upon which there is an uncorrected violation of a provision of this Code. This applies to conditions of a permit, certification, approval, or other authorization previously granted by the City until the violation is corrected. This provision shall apply regardless of whether the current owner or applicant is responsible for the violation in question.
2. Approve Permits with Conditions. Instead of withholding or denying a permit or other authorization, the City may grant such authorization subject to the condition that the violation be corrected within a specific timeframe. If action is not taken by the applicant within the specified timeframe, the City has the authority to enact any of the other remedies within this Section.
3. Require property owner to correct the issue within an established timeframe, If not completed, the City will correct the issue and charge the property owner the cost of completing the task which will remain as a lien on the property until paid. This provision is specifically applicable to remedying safety issues.
4. Stop Work. With or without revoking permits, the City may stop work on construction of any land development on which there is an uncorrected violation of a provision of this Code or of a permit or other form of authorization issued hereunder.
5. Revoke Approval. Where a violation of this Code involved failure to comply with approved plans, permits, or conditions to which the approval was made subject, the City Council may, upon notice to the applicant and other known parties in interest, and after a public hearing, revoke the approval or condition its continuance upon determination of the following:

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a. That there is departure from the plans, specifications, or conditions as required under the terms on the permit;

b. That the development permit was procured by false representation or was issued by mistake; or

c. That any provision of this Code is being violated.

d. Written notice of such revocation shall be served upon the owner, the owner's agent or contractor, or upon any person employed on the building or structure for which such permit was issued, or shall be posted in a prominent location; and thereafter, no such construction shall proceed.

e. If the permit is allows to continue conditionally, the following shall be considered for conditions to impose:

i. Strict compliance with this Code;

ii. The provision of security to ensure that construction is completed in compliance with the approved plans, or

iii. Such other conditions as the City Council may reasonably impose.

6. Injunctive Relief. The City may seen an injunctive or other equitable relief in court to stop any violation of this Code, or of a permit, certificate, or other form of authorization granted hereunder and may recover costs of such action.

7. Abatement or Removal of Unapproved Activity. The City may abate the violation per C.R.S. Section 30-28-124 to prevent, enjoin, or remove such unlawful erection, construction, reconstruction, alteration, or use and to otherwise restore the premises in question to the condition in which it existed prior to the violation.

E. Penalties. The City may impose a fine on the party in violation of this Code in the amount of $100 for the initial violation, $200 for the second violation, and $300 for the third violation. Each day that a violation remains uncorrected shall constitute a distinct and separate violation of this Code.

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1. Other Remedies. The City shall have such other remedies as are and as may be, from time to time, provided by Colorado law for the violation of zoning, subdivision, sign or related provisions of this Code.
2. Other Enforcement Actions. In addition to the enforcement actions specified in this Section, the City may exercise any and all enforcement powers granted by Colorado law.
3. Continuation. Nothing in this Code shall prohibit the continuation of previous enforcement actions, undertaken by the City pursuant to previous and valid ordinances and laws.

F. Any person, being the owner or agent of the owner of any land located within a subdivision, who transfers or sells, agrees to sell, or negotiates to sell any land by reference to or exhibition of or by use of a plat of a subdivision before such plat has been approved by the City Council and recorded or filed in the office of the Montezuma County Clerk shall pay a penalty to the City of five hundred dollars ($500) for each lot or parcel so transferred, or sold, or agreed or negotiated to be sold. Each day any violation or noncompliance continues shall constitute a separate and distinct offense.

G. The penalties provided herein shall be cumulative of other remedies provided by state law as provided in C.R.S. Sections 31-23-216.5 or 31-23-308 and the power of injunction may be exercised in enforcing this Code whether or not there has been a criminal complaint filed.

H. Any person aggrieved by a violation or apparent violation of the provisions of this ordinance may file a written complaint with the Zoning Administrator, who shall investigate such complaint and take the appropriate action to have the violation penalized or removed, if such violation is found to exist.

1.06.2 Right of Entry.

A. When it is necessary to make an inspection to enforce the provisions of this Code, or when the Zoning Administrator or a duly appointed representative has reasonable cause to believe that there exists in a

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building or upon a premises a condition that is contrary to or in violation of this Code that makes a use or building nonconforming or unsafe, dangerous, or hazardous, the zoning administrator or a duly appointed representative, may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this Code, provided that credentials be presented to the occupant and entry requested. If such building or premises is unoccupied, the zoning official or a duly appointed representative shall first make a reasonable effort to locate and contact the property owner(s) or other person(s) having charge or control of the building premises and request entry. If entry is refused, the zoning official shall have recourse to the remedies provided by law to secure entry.

1.06.3 Fees.

A. Fees for the processing of land use applications for proposed developments shall be set by ordinance of the City Council commensurate with the level of service. Such fees may include all costs occasioned to the City, including publication of notices, public hearing, and review costs, planning, engineering, legal, and other professional review costs.

B. No person or entity owing money to the City, in any amount or for any purpose, including delinquent taxes certified by the County Treasurer or any land use application fees, may be granted any development permit or any other development approval and the City and any of its boards, commissions, departments, officers or agents will take no action on a zoning development permit or other land use application until all moneys owed the City by an applicant are paid. This provision shall not prohibit the City or any of its designees from conducting a pre-application conference or determining application completeness.

1.07 Vested Property Rights

1.07.1 General.

A. Pursuant to the provisions of C.R.S. Section 24-68, a property right shall be deemed vested with respect to any property, following notice

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and public hearing, when required, upon the approval or conditional approval, of a Site Specific Development Plan.

B. For the purposes of this provision, a Site Specific Development Plan shall be defined as the final approval document for all developments to include Final Plats, Site Plans, and Conditional Use Permits, which occurs prior to building permit application.

C. A vested property right shall attach to and run with the applicable property and shall confer upon the landowner the right to undertake and complete the development and use of said property under the terms and conditions of the approval.

D. Failure to abide by such terms and conditions of final approval of applicable plans will result in a forfeiture of vested property rights.

1.07.2 Vested Property Right Term.

A. A property right that has been vested as provided in Section 1.07.1 shall remain vested for a period of three (3) years. However, the City Council may enter into development agreements with landowners specifying that property rights shall be vested for a period exceeding three (3) years when warranted in light of all relevant circumstances, including but not limited to the size and phasing of development, economic cycles, and market conditions. Such development agreements shall be adopted per procedures in Chapter 6 of this Code.

1. Issuance of a building permit or a development permit shall guarantee vested rights to continue to use the property in compliance with the terms and conditions of the approved plans, although failure to comply with such terms and conditions shall result in forfeiture of the vested property rights.

2. Should no building permit or development permit be issued within said three (3) years, the plan shall be terminated, and the vested property right shall automatically expire.

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1.07.3 Extension of Vested Property Right Term.

A. The affected landowner may request that the City Council grant an extension of vested rights for up to three (3) years, provided that:

1. A written request for an extension is submitted by the affected landowner no less than sixty (60) days prior to the date of expiration of the vested property right;
2. Such extension request shall be considered by the Council in a public hearing, notice of which shall be advertised not less than 30 days prior to such hearing in a newspaper of general circulation within the County;
3. There is no conflict with the Land Use Code, or any conflict shall be corrected by an amendment to the applicable documents, which shall be presented with the request for extension;
4. The applicant has demonstrated that the project continues to be compatible with adjacent properties and the surrounding area, or that compatibility may be established by an amendment to the final plat, which shall be presented with the request for extension;
5. The applicant has demonstrated that the project is consistent with the approved plans and documents; and
6. Such extension, if granted, shall be valid only for the period approved by the City Council.

1.07.4 Further Reviews.

A. Following approval or conditional approval of a Site Specific Development Plan, nothing in this Section shall exempt such a plan or plat from subsequent reviews and approvals, including, but not limited to, construction drawings, drainage plans, building permit and certificate of occupancy to ensure compliance with the terms and conditions of the original approval, provided that such reviews and approvals are not inconsistent with said original approval.

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1.07.5 New Regulations.

A. The establishment of a vested property right shall not preclude the application of land use regulations which are general in nature and are applicable to all property subject to land use regulation by the City, including, but not limited to, building, fire, plumbing, electrical, mechanical codes, and other public health, safety and welfare codes.

1.07.6 Natural or Manmade Hazards.

A. A vested property right shall automatically terminate upon the discovery on or in the immediate vicinity of the subject property of natural or man-made hazards which could not reasonably have been discovered at the time of site-specific development plan approval, and which, if uncorrected, would pose a serious threat to the public health, safety and welfare.

B. Vested Property Rights Inconsistent with State or Federal Law. A vested property right shall automatically expire upon the discovery that a subject property is burdened by a state or federal law inconsistent with that right.

1.07.7 Public Improvements.

A. The vested property rights provided herein shall in no way diminish or alter the requirement for public improvements, or other requirements, as provided in City regulations.

1.07.8 Approval—Effective Date—Amendments.

A. A Site Specific Development Plan shall be deemed approved upon the date of the approval action relating thereto, as set forth in this Section and Section 6.03 of this Code. In the event amendments to an application tied to a vested property right are proposed and approved, the effective date of such amendments, for purposes of duration of a vested property right, shall be the date of the approval of the original Site Specific Development Plan, unless City Council specifically finds to the contrary and incorporates such findings in its approval of the amendment.

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1.07.9 Vested Rights Language.

A. Each document constituting a Site Specific Development Plan shall contain the following language: "Approval of this plan may create a vested property right pursuant to C.R.S. Section 24-68, as amended." Failure to contain this statement shall invalidate the creation of the vested property right. In addition, a notice describing generally the type and intensity of use approved and the specific parcel or parcels of property affected and stating that a vested property right has been created shall be published once, not more than fourteen (14) days after approval of the site-specific development plan, in a newspaper of general circulation within the County.

1.07.10 Other City Rules.

A. Approval of a Final Plat shall not constitute an exemption from or waiver of any other provisions of the City's regulations pertaining to the development and use of property.

1.07.11 Other Provisions Unaffected.

A. Approval of a Site Specific Development Plan shall not constitute an exemption from or waiver of any other provisions of this Code pertaining to the development and use of property.

1.07.12 Limitations.

A. Nothing in this Code is intended to create any vested property right but only to implement the provisions of C.R.S. Section 24-68, as amended. In the event of the repeal of said article or a judicial determination that said article is invalid or unconstitutional, this Code shall be deemed to be repealed, and the provisions hereof no longer effective.

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Chapter 2 – Definitions

2.01 General Provision

2.01.1 Table of Contents.

A. 2.01 General Provisions

B. 2.02 Rules of Construction

C. 2.03 Standards of Measurement

D. 2.04 Definitions of Terms and Uses

2.01.2 Purpose.

A. This Chapter contains all defined terms used throughout the Land Use Code including description of how to measure physical elements and time. Definitions of land uses can be found in Chapter 3.

2.02 Rules of Construction

A. Meaning and Intent. All provisions, terms, phrases and expressions contained in this chapter shall be construed in order to accomplish the purposes stated in Chapter 1 of this code.

B. Text. In case of any difference of meaning or implication between the text of this Code and any illustration or figure, the text shall control.

C. Computation of Time. The time within which an act is to be done shall be computed by including the first and including the last day. In the computation of time for public hearing notice, both the first day (day of the advertisement) and the last day (day of the hearing) shall be included. Notwithstanding the above, if the last day is a Saturday, Sunday or legal holiday declared by the City, that day shall be excluded. The following time-related words shall have the meanings ascribed below.

1. Day means a calendar day unless working day is specified.
2. Week means seven (7) calendar days.
3. Month means a calendar month.
4. Year means a calendar year, unless a fiscal year is indicated.

D. Conjunctions. Unless the context clearly indicates to the contrary, conjunctions shall be interpreted as follows:

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1. And indicates that all connected items, conditions, provisions or events shall apply; and
2. Or indicates that one or more of the connected items, conditions, provisions or events shall apply.

E. Delegation of Authority. Whenever a provision appears requiring the head of a department or some other officer or employee to perform an act or duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

F. Nontechnical and Technical Words. Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

G. Public Officials, Bodies and Agencies. All public officials, bodies, and agencies to which reference is made are those of the City, unless otherwise indicated.

H. Mandatory and Discretionary Terms. The word shall is always mandatory. The word may is permissive.

I. Tense, Number and Gender.

1. Words used in the past or present tense include the future as well as the past or present, unless the context clearly indicates the contrary.
2. The singular number shall include the plural and the plural shall include the singular, as the context and application of this Code may reasonably suggest.
3. Words of one gender shall apply to persons, natural or fictitious, regardless of gender as the context and application of this Code may reasonably suggest.

2.03 Standards of Measurement

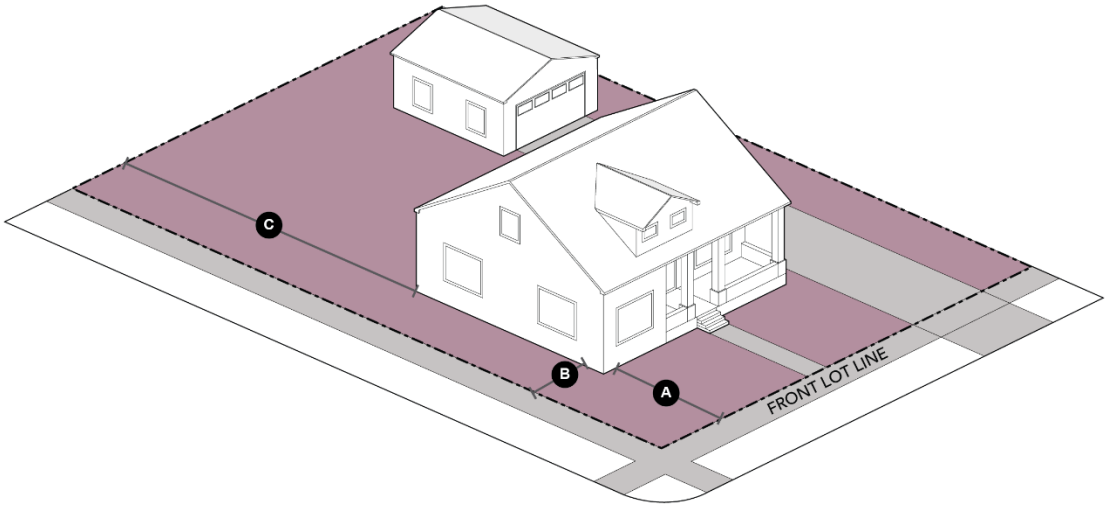
A. Setbacks. The minimum setback dimensions described herein refer to the open space at grade between a structure and the property line of the lot on which the structure is located measured by the horizontal distance between the lot line and the foundation of the building.

1. A: Front Yard Setback (as referenced in diagram) measured from front lot line to front façade of building.
2. B: Side Yard Setback (as referenced in diagram) measured from side lot line to side façade of building.

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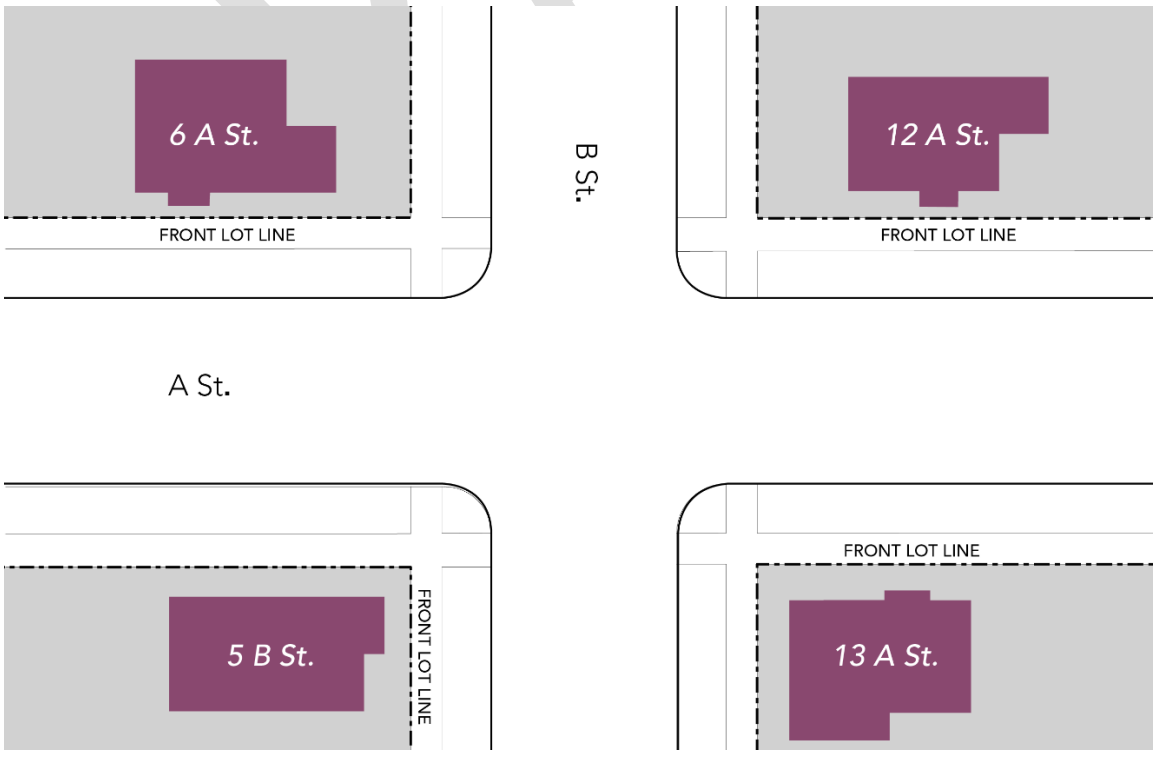
3. C: Rear Yard Setback (as referenced in diagram) measured from rear lot line to rear façade of building.

Figure 2.1 – Setback Measurements



B. Corner Lots. For lots with frontage on two (2) intersecting streets, such a lot shall have the front of the lot determined by the legal street address for the lot.

Figure 2.2 – Corner Lot Addressing



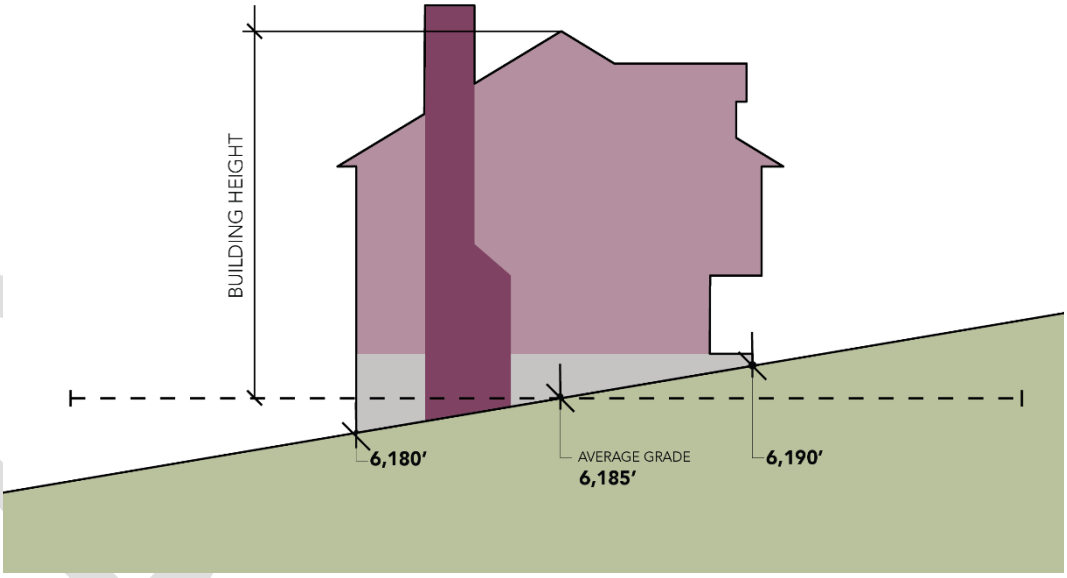
C. Lot Width. Lot width shall be measured along the length of the minimum required front yard setback line between the two side lot lines. If the front yard setback line is an arc or a curve, the lot width shall be the length of such arc or curve.

D. Lot Coverage. Lot coverage shall be measured as the percentage of a lot or tract covered by all buildings on a property as measured by the perimeter of the building foundation. Decks, patios, carports, and other site amenities that are not defined as a building are excluded from the calculation.

E. Height Measurement.

1. Buildings and Other Structures. Height refers to the vertical distance between average finished grade of the property and the highest point on the peak of the roof. The average finished grade shall be determined by calculating the average of the highest and lowest elevations of finished grade as related to the building foundation.

Figure 2.3 – Building Height Measurement



2. Commercial Wireless Antennas and Towers. The height of commercial antennas and towers shall be determined by measuring the vertical distance from the tower's point of contact with the ground to the highest point of the tower, including all antennas or other attachments when towers are mounted upon other structures.

3. Accessory projections. Limited structures and architectural elements may project beyond the specified height limit of each Zone District as per the following:

a. Architectural features such as such as parapets, pipes, chimneys, heating and venting systems, cupolas, stairwell towers, elevator overrun, roof-mounted solar energy systems, or other similar projections may extend up to five (5) feet above the maximum permitted building height of the associated Zone District;

b. Church belfries, towers, or spires may extend up to ten (5) feet above the maximum permitted building height of the associated Zone District provided the largest horizontal cross-section of the belfry, tower, or spire feature does not exceed fifteen percent (15%) of the footprint of the primary structure from which it rises;

c. Antennas used for television or radio shall be of a height that complies with Federal Communications Commission regulations and guidance, provided that the height of the antenna structure may not exceed a dimension equal to the distance of the antenna structure from the nearest property line;

d. The accessory projection is not constructed for the purpose of providing additional floor area in the building; and

e. The accessory projection does not interfere with Federal Aviation Administration regulations.

4. Permitted Exceptions. The following structures and features shall be exempt from the height requirements of this code:

a. Tanks and water towers;

b. Utility poles and support structures;

c. Monuments, flagpoles, and ornamental towers.

2.04 Definitions of Terms and Uses

Words defined in this section shall be given the meanings set forth here. All other words shall be given their common, ordinary meanings, as the context may reasonably suggest. In case of a dispute over the meaning of a term not defined here or over the application of a definition set forth here, the zoning administrator shall give a written interpretation in accordance with Section 2.03 of this code.

A

Access

Access means the ability for vehicles or pedestrians to enter or exit a site or building at a designated location

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Accessory Use or Structure
Accessory use or structure means a use or structure naturally and normally incidental to, subordinate to, and devoted primarily to the principal use or structure of the premises.

Adult Entertainment Establishment
Adult entertainment establishment means an establishment that rents or sells adult videos or adult publications, which are in excess of fifteen percent (15%) of the total stock available to the public for consumption as further defined in Section 4A-1 of the Cortez City Code. The definition shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or other similar professional person licensed by the state engages in medically approved and recognized sexual therapy.

Affected Person
Affected person means individuals, organizations, or governmental bodies that have a stake in or are directly impacted by a proposed regulation or land use decision.

Affordable Housing
Affordable housing means housing that is affordable to a household with an income that is eighty (80) percent or lower than area median income of households of that size. Developers will be required to provide assurances that the housing is and will remain affordable for at least twenty (20) years.

Agriculture
Agriculture means the use of land for the cultivation of crops and the raising of livestock.

Alley
A public or private secondary access to the rear or side of properties primarily intended for service access, utilities, and vehicular circulation, and are not designed for general traffic use.

Antenna
Antenna means any structure or devise used for the purpose of collecting or transmitting electromagnetic waves including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.

Applicant
Applicant means a person who submits an application for development to a local government.

B

Block
Block means an area enclosed by streets and occupied by or intended for buildings; or if such word is used as a term of measurement, it shall mean the distance along a side of a street between the nearest two (2) streets that intersect such street.

Block Face
Block face means the portion of a block facing the same street.

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Board of County Commissioners
Board of County Commissioners means the Board of County Commissioners of Montezuma County, Colorado.

Buffer
Buffer means an area of land, including landscaping, berms, walls, fences, and building setbacks, that is located between land uses of different character and is intended to mitigate negative impacts of the more intense use.

Building
Building means any structure built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building. Building includes yurts, removable sheds, and similar uses, but does not include signs or fences.

Building Height
See Section 2.02, Standards of Measurement.

Building Inspector
Building inspector means the official designated by the building official to enforce the provisions of the City building codes.

Building Official
Building official means the building inspector charged with the responsibility of issuing permits and enforcing on behalf of the City the currently adopted City construction codes, Fire Codes, or other building code adopted by the City, and Land Use Code, or their designee.

Building Permit
Building permit means a permit issued by the building official, after approval of a zoning development permit, that allows a developer to erect, construct, reconstruct, grade, excavate for a foundation, alter or change the use of a building or other structure or improvements of land.

Building Setback
Building setback means an imaginary line extending across the full width or length of a lot, parallel with the street right-of-way line or the property line and outside of which no building shall be constructed.

C

Caretaker or Guard Residence
Caretaker or guard residence means dwelling facilities located on a premise occupied by a permitted main use for the housing of persons and their families who are employed on the premises as guards, caretakers, or in similar custodial capacity.

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Certificate of Occupancy
Certificate of occupancy means an official certificate issued by the city through the enforcing official that indicates conformance with or approved conditional waiver from the zoning regulations and authorizes legal use of the premises for which it is issued.

Character
Character (of a developed area) means the density, height, coverage, setback, massing, fenestration, materials, and scale of materials.

City
City means the City of Cortez, Colorado.

City Council
City Council means the governing and legislative body of the City.

City Manager
City Manager means the chief administrative officer of the City.

Cold Frame
Cold frame means an unheated outdoor structure consisting of a wooden or concrete frame and a top of glass or clear plastic, used for protecting seedlings and plants from the cold.

Commercial Development
Commercial development means and includes, but is not limited to: expansion or construction of office, retail, wholesale, warehouse, manufacture, commercial recreation, restaurant/bar and/or service commercial operations by the addition of square footage.

Common Element
Common element means in a condominium or cooperative, all portions of the condominium other than the units.

Common Open Space
Common open space means a parcel of usable land, area of water, or a combination of land and water within the site intended primarily for the use or enjoyment of residents of the development and surrounding community. Common open space may include, but is not limited to, areas devoted to recreation, courts, gardens, parks and walkways. The term shall not include space devoted to streets, parking and loading areas.

Community Center
Community center means a building and grounds owned and operated by a governmental body or homeowners' association, for the social, recreational health, or welfare of the community served.

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Compatible
Compatible means consistent with, harmonious with, similar to and/or enhancing the mixture of uses, siting and/or complimentary architectural styles, either of an individual use, structure, or the character of the surrounding structures.

Comprehensive Plan
Comprehensive Plan means the comprehensive long range strategic plan of the City and adjoining areas adopted by the Planning Commission and City Council, including all of its revisions. The plan indicates the general locations recommended for various land uses, transportation routes, public and private buildings, streets, parks and other public and private developments and improvements.

Condominium
Condominium means a common interest community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate ownership portions.

1. Condominium, Attached. Attached condominium means a residential dwelling unit in a structure containing two or more such units, the living spaces of which are individually owned; the balance of the property (both land and building) is owned either in common by the owners of the individual units or by an association consisting of such owners.
2. Condominium, Detached. Detached condominium means one of at least two individually owned, unconnected residential dwelling units located on property owned either in common by the owners of such units or by an association consisting of such owners.

Cooperative
Cooperative means a common interest community in which the real property is owned by an association, each member of which is entitled by virtue of such member's ownership interest in the association an exclusive possession of a unit.

Condominium Map
Condominium map means a printed or digital instrument depicting all or a portion of a common interest community in three dimensions. A map or a plat may be combined in one instrument.

Constructive Notice
Constructive notice means notice that shall be deemed given as a result of actual notice or any action by the city recorded in the public record maintained by the county clerk.

Custom Personal Service
Custom personal service means barber shop, beauty shop, tailor, dressmaker, shoe shop or similar shop offering custom service.

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Cut Area
Cut area means any area where the existing grade is lowered.

D

Density
Density means the maximum number of dwelling units per gross acre of land permitted in a zone district.

Developer
Developer means any public or private person, partnership, association or agency that prepares raw land for the construction of buildings or causes to be built physical building space for use primarily by others, during which preparation of the land or the creation of the building space is in itself a business and is not incidental to another business or activity.

Development
Development means the physical extension and/or construction of urban land uses. Development activities include: subdivision of land; change in the intensity of use of land; construction, reconstruction, demolition or partial demolition or alteration of buildings, roads, utilities, and other facilities; commencement of drilling (except for a well or to obtain soil samples), mining, or excavation; installation of septic systems; grading; deposit of refuse, debris, or fill materials; and clearing of natural vegetation cover.

Direct Illumination
Direct Illumination. Illumination resulting from light emitted directly from a lamp, luminary, or reflector. Does not include reflected light from surfaces such as the ground or building faces.

Director of Parks and Recreation
Director of Parks and Recreation means the City Staff member in the City parks and recreation department designated to enforce this Code. This staff member oversees the planning, management, and operations of parks, recreational facilities, programs, and open spaces, ensuring they meet community needs, align with city goals.

District
District means a section of the City for which the regulations governing the height, area or use of the land and buildings are uniform.

Double Frontage Lot
Double frontage lot means a parcel of land that has frontage on two parallel or nearly parallel streets. Unlike a corner lot, which fronts on two intersecting streets, a double frontage lot has streets along both its front and back property lines.

Dwelling
Dwelling means a structure occupied or intended to be occupied as living quarters and includes facilities for cooking, sleeping and sanitation. Transitory facilities like hotels, apartment hotels, lodging houses or similar are not considered dwellings.

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E

Easement
An interest in real property generally established in a real estate document or on a recorded plat to reserve, convey or dedicate the use of land for a specialized or limited purpose without the transfer of fee title. Such specified uses may include but are not limited to transportation facilities, utilities, access, stormwater drainage, and solar exposure.

Encroachment
Encroachment means the authorized or unauthorized placement of a building or fence or part of a building or fence upon the land or easement of another or a public right-of-way.

Engineer
Engineer means a person duly authorized under applicable provisions of Colorado Revised Statutes to practice the profession of engineering.

Essential Services
Essential services means the development or maintenance of public utilities or city-approved underground, surface or overhead gas, electrical, telephone, steam, fuel or water transmission or distribution systems, including towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants and similar equipment, and sewage pump stations.

Excavation
Excavation means the formation of a cavity formed by cutting, digging or scooping earth.

Extraordinary Circumstance
Extraordinary circumstances means occasions that are not usual, regular, or of a customary nature.

F

Façade
Façade means the exterior side of a building or structure extending from the ground to top of the roof, parapet, or wall and the entire width of the building elevation.

Family
Family means any of the following: One or more persons related by blood, marriage, adoption, or legal guardianship, including foster children, living together in a dwelling unit; or a group of persons not related by blood, marriage, adoption, or legal guardianship living together in a dwelling unit; or two or more unrelated persons and their children living together in a dwelling unit. The number of persons occupying each dwelling unit shall not exceed the maximum permitted by the applicable adopted building code or safety code, or by any applicable state or federal law or regulation, or by affordable housing guidelines applicable to the dwelling unit.

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Fence
Fence means any structure intended for the use of confinement, prevention of intrusion, boundary identification, or screening of an activity.

Finished Grade
Finished grade means the elevation of the ground surface, following development.

Floor Area
Floor area means the total square feet of floor space measured from the outside face of the building walls including each floor level, but excluding cellars, carports or garages. The floor area for any accessory structures shall be calculated separate from the primary structure.

Frontage
Frontage means the boundary of a property that is adjoining a right-of-way.

G

Greenhouse
Greenhouse means a temporary or permanent structure typically made of, but not limited to, glass, plastic, or fiberglass in which plants are cultivated.

Gross Acreage
Gross acreage means the total acreage of a project or subdivision including all land for building sites, interior public right-of-way and any new public or private open space. A gross acre is forty-three thousand five hundred sixty (43,560) square feet in area. Public right-of-way on the perimeter of a project or subdivision is not part of the gross acre.

Groundcover
Groundcover means material planted in such a way as to form a continuous cover over the ground that can be maintained at a height not more than twelve inches.

H

Habitable Space
Habitable space means any space within a dwelling dedicated to rooms that are used for living, sleeping, cooking, and eating.

Historical Importance
Historical importance means marked by or indicative of significant worth or consequence.

Historic District
Historic district means an area that possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects that are historically or aesthetically united by either a plan or physical development.

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Historic Resource
Historic resource means any building, structure, object, site, or district which may be of historic importance to Cortez and may or may not be listed on the City's historic sites list or the historic landmarks register.

Historic Site
Historic site means the location of a significant event where a historic occupation or activity occurred. It may be the site of a building or structure which is no longer standing or which exists only as a ruin. A site may also include a standing building, if the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure.

Historic Significance
Historic significance means the importance of a property to the history, architecture, archeology, engineering, or culture of a community, State, or the Nation. It is achieved in several ways:

1. Association with events, activities, or patterns
2. Association with important persons
3. Distinctive physical characteristics of design, construction, or form
4. Potential to yield important information

Hoophouse
Hoophouse means a temporary or permanent structure typically made of, but not limited to, piping or other material covered with translucent plastic, constructed in a half-round or hoop shape, for the purpose of growing plants.

I

Industrial Development
Industrial development means nonretail, nonresidential uses including but not limited to: manufacturing, heavy equipment repair, fabrication, chemical and petroleum distillation and processing, warehousing, and assembly operations.

Improvement
Improvement means the addition of street, curb and gutter, sidewalk, storm drainage or utilities facilities or street trees or any other required items on a vacant parcel of land.

J
There are no terms in this section

K
There are no terms in this section

L

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Landscaping
Landscaping means trees, shrubs, ground cover, vines, interior paths, ponds, fountains, sculptures, and other organic and inorganic materials used for creating an attractive appearance. Smooth concrete or asphalt surfaces are not considered landscaping.

Landscape Area
Landscape area means an entire parcel of real property minus that area encompassed by building footprints, driveways, and the non-irrigated portions of parking lots. Water features and areas improved with walkways, benches, seating areas and similar improvements are included in the calculation of the landscaped area.

Legacy Zone District
Legacy Zone District means a zoning designation that all properties zoned as such as of the effective date of this Code may remain in place and develop within the parameters of the standards herein but no additional properties will be permitted to rezone to that zone district

Lot
Lot means an undivided tract or parcel of land under one ownership having frontage on a public street and either occupied or to be occupied by a building or building group together with accessory buildings, which parcel of land is designated as a separate and distinct tract. Contiguous lots under one ownership used, or intended to be used, as a single unit of land shall be considered a single lot for purposes of this Code.

Lot Area
Lot area means the net area of the lot, excluding portions of streets and alleys.

Lot Lines
Lot lines means the lines bounding a lot as defined herein.

1. Lot Line, Front. Front lot line means any lot line adjacent to a street.
2. Lot Line, Rear. Rear lot line means a lot line opposite a front lot line and not adjacent to a street.
3. Lot Line, Side. Side lot line means any lot line not defined as a front or rear lot line.

Lot of Record
Lot of record means a lot that is part of a subdivision or the original city site, the plat of which has been recorded in the office of the County Clerk of Montezuma County or a parcel of land, the deed for which is recorded in the office of the County Clerk of Montezuma County prior to the adoption of the City's original Zoning Ordinance No. 184 (adopted March 7, 1946).

Low Impact Development (LID)
Low impact development means stormwater and land use-management that mimics natural hydrologic conditions and emphasizes conservation, use of natural features, site-planning and

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distributed best management practices for stormwater management. LID may include but is not limited to permeable pavement, bioswales, and rain gardens.

Lumen
Lumen means a standard measurement of light emitted by a light fixture. Lumen output of a fixture shall mean the manufacturer's published documentation of initial lumens for the fixture.

M

Mayor
Mayor means the chairperson of the City Council.

Mineral Estate
Mineral estate means an interest in real property that is less than full fee title and that includes mineral rights as shown by the real estate records of the county in which the property is situated.

Mineral Estate Owner
Mineral estate owner means the owner or lessee of a mineral estate underneath a surface estate that is subject to an application for development.

Municipal or Public Facilities
Municipal facilities mean government-owned and operated institutions or facilities including but not limited to a library, museum, park, playground, recreational center, jail or correctional facility, police, fire or utility facilities.

N

Neighborhood Commercial Uses
Neighborhood commercial uses mean retail establishments primarily serving residents within the immediate neighborhood, oriented and designed toward pedestrian traffic such as bakeries, florists, drugstores and stationary stores.

Nonconforming Use
Nonconforming use means any use of land that was legally in existence on the effective date of this Code and has been in regular and continuous use, but which does not conform to the use regulations prescribed by this Code.

Nonconforming Sign
Nonconforming sign means a sign or portion thereof which does not conform to the regulation of this Code, but which was legally in existence on the effective date of this Code.

Nonconforming Structures
A nonconforming structure is a building or structure the size, dimension, design, or location of which was lawful prior to the adoption, revision, or amendment of this Code, but which fails to conform to the requirements of the development regulations applicable to the property by reasons of such adoption, revision, or amendment.

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O

Occupancy
Occupancy means the use or intended use of the land or buildings by proprietors or tenants.

Occupied
Occupied means and includes arranged, designed, built, altered, converted, rented or leased, or intended to be occupied.

Opaque
Opaque means the quality of a material or surface to obscure visible light through at least ninety (90) percent of the material or surface.

Open Space
Open space means area included in any side, rear or front yard or any unoccupied space on the lot or tract that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves, and plant material.

Outside Storage
Outside storage means areas on a lot that are not enclosed within a building that are used for the storage of items related to the business conducted on the premises.

Outdoor Display
Outdoor display means display of goods associated with a retail business outside of the building which houses the retail use.

Owner
Owner means any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or other person with sole or with concurrent legal and/or beneficial title to the whole or to part of a building or land.

P

Parcel
Parcel means any quantity of land and water for which location and boundaries can be established that is designated by its owner or developer as land to be used or developed as a unit, or which has been used or developed as a unit.

Park
Park means publicly owned land used for active or passive recreational purposes.

Park Trailer
Park trailer means a unit that is built on a single chassis mounted on wheels and has a gross trailer area not exceeding four hundred (400) square feet in the set-up mode, as defined by the NFPA 70 National Electric Code. A park trailer is not intended for commercial uses such as banks, clinics, offices, or similar. A park trailer may be utilized as a dwelling unit within an approved manufactured home park.

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Parking Facility
Parking facility means a structure, either publicly or privately owned, that is enclosed or open, with a hard surfaced area designed, arranged, and made available for parking vehicles, where such use may be operated as a business enterprise with a service charge or fee being paid by the vehicle operator. Parking facilities may include, but not be limited to, a commercial parking lot and public garage.

Person
Person means an individual, proprietorship, trust, partnership, corporation, association, or other legal entity.

Planned Unit Development
Planned unit development means a development provided for by the planned unit development zone district wherein certain uses, areas and related standards may be varied and a variety of land uses associated on a tract.

Planning Commission
Planning Commission means the agency designated in this Code and appointed by the City Council as an advisory body to it.

Plat, Condominium
Condominium plat means a printed instrument that is a land survey depicting all or a portion of a common interest community in two (2) dimensions. A plat and map may be combined in one instrument.

Plat, Final
Final plat means a map of the subdivision showing accurate surveying by a registered surveyor. The map shall show all streets, alleys, blocks, lots and all other requirements listed in Section 6.05 of this code.

Plat, Preliminary
Preliminary plat means the plat of any lot, tract or parcel of land drawn and submitted in accordance with the requirements of adopted regulations listed in Section 6.04 of this code, that is not to be recorded of record, but is only a proposed division of land for review and study by the city.

Principal Use
Principal use means the primary use for which a parcel and any buildings thereon are developed.

Public Land
Public land means land or interests in land owned by a governmental entity or held in trust for the benefit of the public by a not-for-profit organization.

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Public Right-of-Way
Public right-of-way means any parcel of land unobstructed from the ground to the sky dedicated or appropriated to the general public.

Public Utility
Public utility means persons, entities, or governments supplying gas, electric, transportation, water, sewer, landline telephone service, cable, internet, and fiber optic, or similar services, to the general public. For the purpose of this code, commercial wireless telecommunication service facilities shall not be considered public utility uses and are defined separately.

Q

There are no terms in this section

R

Real Property
Real property means all real property within the city included within the boundaries of any lot approved and recorded in the plat records of Montezuma County, Colorado, or within the boundaries of any unplatted tract or parcel of land described and recorded in the real property records of Montezuma County, Colorado.

Recreational Vehicle
Recreational vehicle means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are travel trailer, camping trailer, truck camper, and motor home.

Replat
Replat means the re-arrangement of any part or all of a previously platted subdivision, addition, lot or tract.

Reserve Strip
Land controlling access to or egress from other property or to or from any street or alley or having the effect of restricting or damaging the adjoining property for subdivision purposes or that will not be taxable or accessible for special improvements.

Residence
Residence means the same as dwelling.

Right-of-Way
Right-of-way means the entire dedicated tract or strip of land that is to be used by the public for circulation and service.

Roof
Roof means the top covering structure of a building.

S

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Sexually Oriented Business
See Adult entertainment establishment.

School
School means a facility or institution where individuals receive educational instruction or training, whether public, private, or charter, and which is recognized or accredited by a state, regional, or national education authority. Schools may include associated uses, such as recreational areas, administrative offices, and auxiliary structures, necessary for their operation.

Screen
Screen means a structure designed and erected as a visual barrier. A screen may also be nonstructured, consisting of plant material. See also Buffer.

Setback
Setback means open space at grade between a structure and the property line of the lot on which the structure is located, which shall remain unoccupied and unobstructed from the ground upward, except for permitted fences and landscaping.

Severed
Severed means that the surface owner does not own one hundred (100) percent of the mineral estate.

Sign
Sign means any object, device, display, or structure, or part thereof, visible from a public place, a public right-of-way, or any parking area which is designed and used to attract attention to an institution, organization, business, product, service, event, or location by any means involving words, letters, figures, designs, symbols, fixtures, logos, colors, illumination, or projected images. The definition of sign shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof. Signs do not include the following: (a) flags of nations, or an organization of nations, states and cities, fraternal, religious and civic organizations; (b) merchandise, pictures or models of products or services incorporated in a window display; (c) time and temperature devices not related to a product; (e) works of art which in no way identify a product; and (f) scoreboards located on athletic fields. If for any reason, it cannot be readily determined whether or not an object is a sign, the Zoning Administrator shall make such determination.

1. **Billboard.** A sign located off-premises advertising goods, services, or other messages, excluding directional signs and signage used by governmental entities for emergency messages.
2. **Canopy or Hanging Sign.** A sign suspended from an extended roof structure.
3. **Display Surface or Face.** The area made available by a sign structure for the purpose of displaying a message.

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4. **Freestanding Sign.** Any sign permanently affixed to the ground, supported by a standard or legs or other self-supporting structure used solely for that sign, and physically separated from any building or structure.
5. **Ground Sign.** A sign supported by poles, uprights, or braces extending from the ground or an object on the ground but not attached to any part of any building.
6. **Illuminated Sign.** A sign lighted by or exposed to artificial lighting either by lights on the sign, directed towards the sign, or from within the sign.
7. **Nonconforming Sign.** (See Nonconforming sign.)
8. **Off-premise Sign.** A type of directional sign that directs attention to a business, commodity, service, entertainment, attraction or product sold, offered or existing elsewhere than upon the same lot where the sign is located, including billboards.
9. **Public Signs.** Signs required or specifically authorized for a public purpose by any law, statute, or ordinance; which may be of any number, type, area, height above grade, location, illumination, or animation, authorized by the law, statute, or ordinance under which the signs are erected.
10. **Sign With Backing.** Any sign that is displayed upon, against, or through any material or color surface or backing that forms an integral part of such display and differentiates the total display from the background against which it is placed.
11. **Sign Without Backing.** Any word, letter, emblem, insignia, figure, or similar character or group thereof, that is neither backed by, incorporated in, or otherwise made part of any larger display area.
12. **Temporary Sign.** Any sign or advertising display constructed of cloth, canvas, fabric, plywood, or other light material intended to be displayed for a short period of time as defined in this Code.
13. **Window Sign.** Any sign that is applied or attached to or located within three (3) feet of the interior of a window, which sign can be seen through the window from the exterior of the structure.

Site

Site means a parcel or portion of land separated from other parcels or portions by legal description and abutting upon one (1) or more public streets or roads intended for use-by-right occupancy.

Shipping Container

Shipping container means a standardized, reusable steel or aluminum container originally designed for the transportation and storage of goods and materials in the global shipping industry. When repurposed for storage, construction, or other building uses within this Code, containers shall be considered a temporary accessory use.

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Street
Street means a public way, other than an alley or driveway, which affords the principal means of access to abutting property.

1. **Arterial/Highway Street** means a thoroughfare ultimately designed for the movement of two (2) or more lanes of moving traffic in each direction, and designated as a major street by the comprehensive plan or the Cortez Master Street Plan.
2. **Collector Street** means a thoroughfare ultimately designed for the movement of one or more lanes of moving traffic in each direction and designated as a secondary street.
3. **Local Street** means a street which has the primary function of providing access to abutting property and which does not normally carry through traffic.

Street Trees
Street trees means trees, shrubs, bushes, and all other woody vegetation on land located within the right-of-way of any street or alley within the City.

Street Width
Street width means the dimension of the shortest distance between the lines that delineate the right-of-way of a street, road or other way.

Structural Alterations
Structural alterations means any change in the supporting member of a building, such as a bearing wall, column, beam or girder.

Structure
Structure means that which is built or constructed, an edifice or building or any kind or any piece of work artificially built up or composed of parts joined together in some definitive manner.

Studio Apartment
An apartment or other dwelling unit consisting of a single room that serves as a combined space for living, dining, and sleeping.

Subdivision Improvements Agreement
Subdivision improvements agreement means one or more security arrangement(s) that may be accepted by the city to secure the construction of such public improvements as are required by this code as a condition of the approval of a subdivision.

Subdivision
Subdivision means the division of any parcel of land into two or more parcels.

Surface Estate
Surface estate means an interest in real property that is less than full fee title that does not include the mineral rights as shown by the real estate records of the county in which the property is situated.

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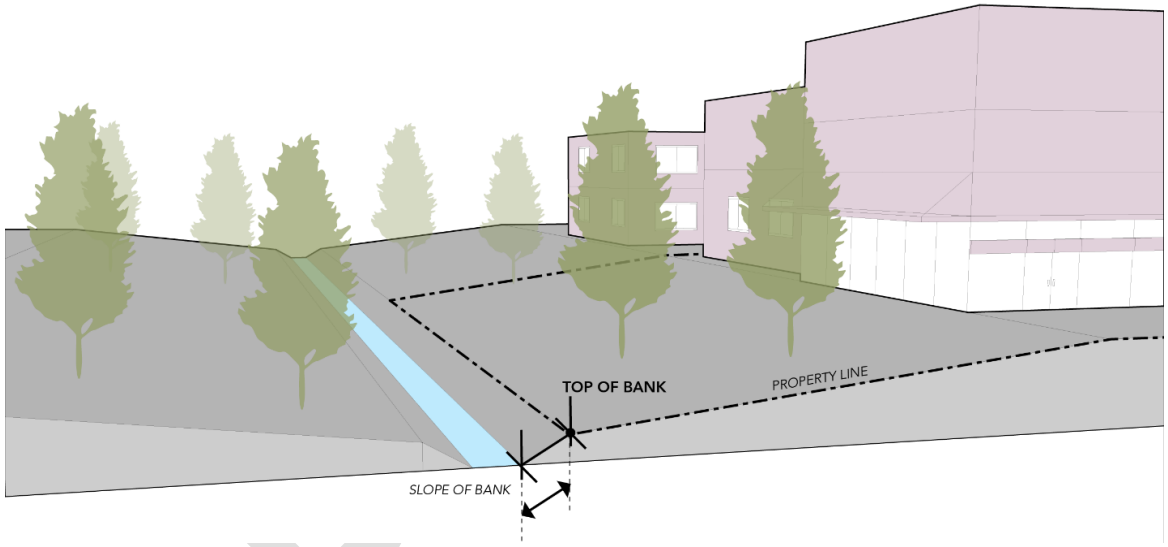
Surface Owner
Surface owner means the owner of the surface estate and any person with rights under a recorded contract to purchase all or part of the surface estate.

T

Temporary Use
Temporary use means a use or structure on improved or unimproved land which is of impermanent nature and is used for less than one hundred and eighty (180) days in a calendar year.

Toxic and Noxious Matter
Toxic and noxious matter means any solid, liquid, or gaseous matter that is present in sufficient quantities to endanger health, safety and comfort of persons in the vicinity or that may injure or damage property.

Top of Bank
The break in slope between the creek, ditch, or channel bank and surrounding terrain. The top of bank represents the boundary where normal water flow takes place including the active channel, active floodplain, and their associated banks.



Tower
Tower means any ground or roof-mounted pole, spire, structure, or combination thereof taller than fifteen (15) feet, including supporting lines, cables, wires, traces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade.

1. Tower, Multi-User. Multi-user tower means a tower to which is attached the antennas of more than one commercial wireless telecommunication service provider or governmental entity.

2. Tower, Single-User. Single-user tower means a tower to which is attached only the antennas of a single user, although the tower may be designed to accommodate the antennas of multiple users as required in this code.

U

Urban Agriculture

Urban agriculture means the growing, processing, and distributing of food and other products through plant cultivation and animal husbandry in and around the city.

Urban Influence Area

Urban influence area means an area identified in the Cortez Master Street Plan surrounding the City that is suitable for urbanization.

Usable Floor Area

Usable floor area means all of the floor area in a building or buildings including hallways, but excluding areas of floor devoted to structural or partition walls, stair wells, elevator shafts, storage, boiler rooms, and mechanical service rooms.

V

Variance

Variance means an adjustment in the application of certain zoning district regulations to a particular parcel of property that, because of special conditions or circumstances peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district.

Vested Property Right

Vested property right means the right to undertake and complete the development and use of property under the terms and conditions of a site specific development plan.

Vibration

Vibration means a periodic displacement of the earth measured in inches.

W

Wetlands

Wetlands means those areas which are saturated or inundated by surface or ground water at a duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils conditions. Wetlands identified based on the presence of the following three criteria:

1. Hydrology: Evidence of regular surface or subsurface water sufficient to saturate the soil during the growing season
2. Soil: hydric soils that are characteristic of areas subject to prolonged saturation.
3. Vegetation: plant species that are adapted to wet soil conditions and are typically found in wetland environments.

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Workforce Housing

Workforce housing means housing that is affordable to a household with an income of between eighty (80) percent and one hundred twenty (120) percent of the area median income for households of that size. Developers will be required to provide assurances that the housing is and will remain affordable for at least twenty (20) years.

X

There are no terms in this section.

Y

Yard

Yard means an open space on the lot that is not obstructed from any point thirty (30) inches above the general ground level of the graded lot to the sky except as authorized obstructions.

1. **Front yard** means a yard adjacent to a front lot line and extending from the lot line a uniform distance into the lot.
2. **Rear yard** means a yard adjacent to a rear lot line and extending from the lot line a uniform distance into the lot.

Z

Zoning Administrator

Zoning Administrator means the official designated to enforce the provisions of this Code.

Zoning Map

Zoning map means the certified official zoning map upon which the boundaries of the various zoning districts are drawn.

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Chapter 3 – Zone District and Use Regulations

3.01 General Provisions

3.01.1 Table of Contents.

A. 3.01 – General Provisions
B. 3.02 – District Established
C. 3.03 – Residential Zone Districts
D. 3.04 – Commercial, Industrial, and Open Zone Districts
E. 3.05 – Planned Unit Development Zone District
F. 3.06 – Use Regulations

3.01.2 Scope and applicability.

A. The regulations of this Chapter shall apply to all lands located within the corporate limits of the City. All land, buildings, structures or appurtenances thereon located within the City, that are hereafter occupied, used, erected, altered, removed, placed, demolished or converted shall be occupied, used, erected, altered, removed, placed, demolished or converted in conformance with the zoning regulations prescribed for the zoning district in which such land or building is located as provided in this Chapter.

3.02 Districts Established

3.02.1 Purpose.

A. In order to implement the Comprehensive Plan and the other purposes and provisions of the Land Use Code, the City is divided into Zone Districts with specific dimensional and use requirements as described in this Chapter.

Table 3.0: Zone Districts Established

Abbreviation	Zone District Designation
RE	Residential Estate District (Legacy Zone District)
R-1	Residential Single-Family District
R-2	Residential Multi-Family District
R-3	Mixed Residential District

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Table 3.0: Zone Districts Established	
Abbreviation	**Zone District Designation**
CBD	**Central Business District**
C	**General Commercial District**
NB	**Neighborhood Business District**
I	**Industrial**
O	**Open District**
PUD	**Planned Unit Development**

3.02.2 Official Zoning Map.

A. Map Adoption. The boundaries of the zoning districts set out herein are delineated upon the Official Zoning Map of the City, such map being adopted as a part of the Code as fully as if the same were set forth herein in detail.

B. Zoning Map Amendment. No changes or amendments to the district boundaries shown on the Official Zoning Map shall be made except in compliance and conformity with all procedures set forth in Section 6.03 of the Code, Zoning Map and Land Use Code Amendments. If, in accordance with these procedures, changes or amendments are made to district boundaries, such changes or amendments shall be made promptly after official adoption of the change or amendment as provided for herein. The Zoning Administrator shall be responsible for the physical updating and amendment of the Official Zoning Map.

C. Interpretation of District Boundaries. The district boundary lines shown on the Official Zoning Map are usually along streets, alleys, property lines or extensions thereof. Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Maps, the following rules shall apply:

1. Boundaries indicated, as approximately following streets, highways or alleys shall be construed to follow the centerline of such street, highway or alley.
2. Boundaries indicated, as approximately following platted lot lines shall be construed as following such lines.
3. Boundaries indicated, as approximately following City limits shall be construed as following City limits.

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4. Boundaries indicated as approximately following the centerline of irrigation ditches or drainage ways shall be construed to follow such centerline.
5. Boundaries indicated as parallel to or extensions of features indicated in this Subsection shall be so construed. Distances not specifically indicated on the original zoning map shall be determined from the graphic scale on the map.
6. Whenever any street, alley, or other public way is vacated by official action of the City Council, the zoning district line adjoining each side of such street, alley or other public way shall be automatically extended to the centerline of such vacated street, alley or way, and all area so involved shall then and henceforth be subject to all regulations of the extended districts.

3.02.3 Zoning of Annexed Territory.

A. All territory hereafter annexed to the City shall apply for the appropriate Zone District at the time of annexation per the procedure established by this Code for Zoning Amendments.

B. All City approvals, such as a site development plan or building permit, must be obtained before construction.

3.03 Residential Zone Districts

3.03.1 Purpose.

A. Residential Zone Districts. In order to secure for the persons who reside there a comfortable, healthy, safe, walkable and pleasant environment in which to live, sheltered from incompatible and disruptive activities and to encourage a diversity of housing options, the following residential districts are established.

B. Zone Districts

1. Residential Estate District (RE) – *Legacy Zone District*
2. Residential Single-Family District (R-1)
3. Residential Multi-Family District (R-2)
4. Mixed Residential District (R-3)

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Table 3.1 – Residential Dimensional Standards (1)

	Zoning District RE	Zoning District R-1	Zoning District R-2	Zoning District R-3
Minimum lot area (sq. ft.)	43,560 sf	6,000 sf	4,000 sf for single-family detached dwelling unit	4,000 sf for single-family detached dwelling unit
Residential density (units/acre)	-	-	16 units/acre(2) for all dwellings, except for single-family detached	20 units/acre(2) for all dwellings, except for single-family detached
Min. front yard setback (ft.) (3)	50′	15′ 20′ to garage	15′ 20′ to garage	15′ 20′ to garage
Min. side yard setback – interior lot (ft.)	50′	5′	5′ 10′ for multi-family dwellings	5′ 10′ for multi-family dwellings
Min. side yard setback – corner lot (ft.)	15′	15′	15′	15'
Min. rear yard setback (ft.)	25′	7′	7′	7′
Max. lot coverage (%)	20%	60%	60% for single-family detached dwellings 80% for all other uses	60% for single-family detached dwellings 80% for all other uses
Max. height (ft.)	35′	35′	45′	45′
Min. lot width (ft.)	80′	50′	50′ (per development)	40′ (per development)

(1) Additional standards may apply, per section 5.08 Natural Resource Protections.

(2) Where deed restricted, affordable and/or workforce housing units are provided for more than 10% of the total dwelling unit count in the R2 and R3 Zone District, the maximum density can be increased by 20%.

(3) Setback Averaging (per figure 3.03). Front setback averaging may be used if the existing front setbacks of adjacent lots on a block face are less than the required front setback of the underlying Zone District. In such cases, the new development may establish a setback that represents the mean (average) setback of all lots on the same side of the street within the same block, excluding lots that are not developed with the same type of use that is proposed on the subject property. Vacant lots shall use the setback dimension required by the Zone District in calculating the average setback. This provision shall not be interpreted as requiring a greater front setback than imposed by the underlying Zone District. Responsibility for demonstrating eligibility for an "average setback" pursuant to this Subsection shall be the sole responsibility of the applicant.

Figure 3.01 – Residential Dimensional Standards

A.	B.	C.	D.	E.	F.
Min. Lot Area	Min. Front Yard	Min. Side Yard	Min. Rear Yard	Max. Building Height	Min. Lot Width

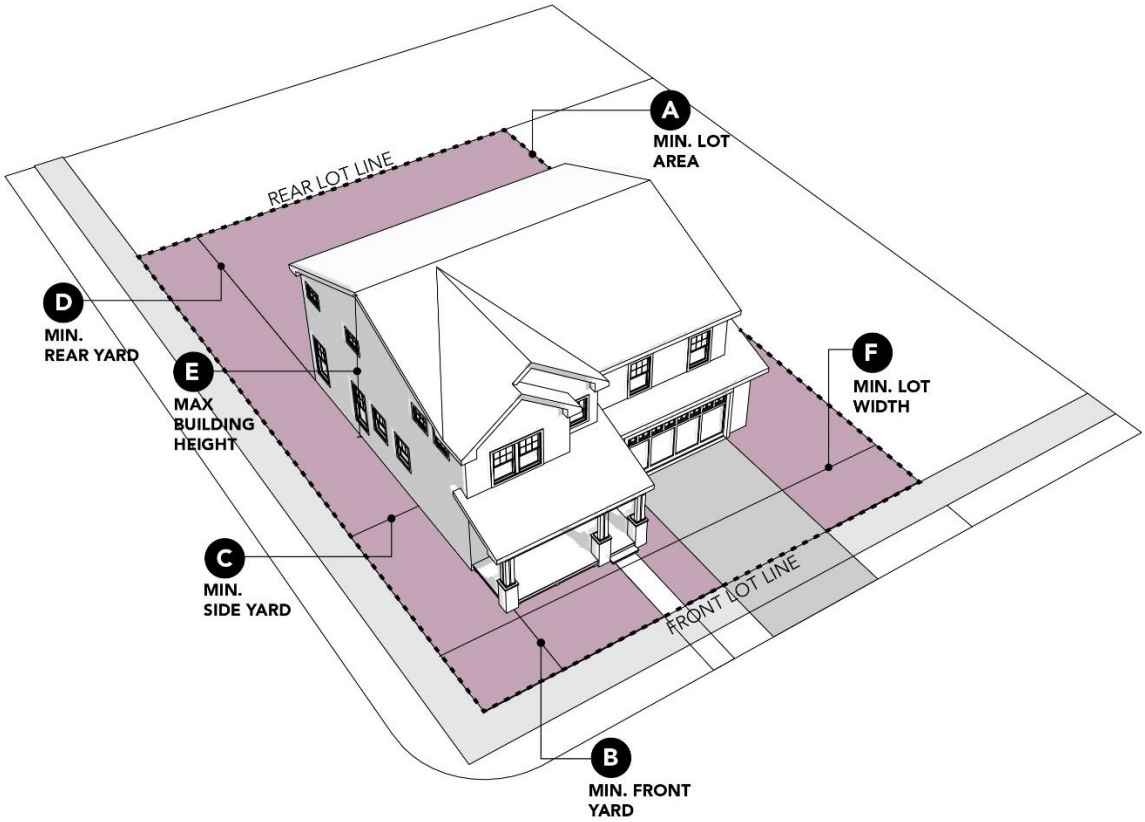
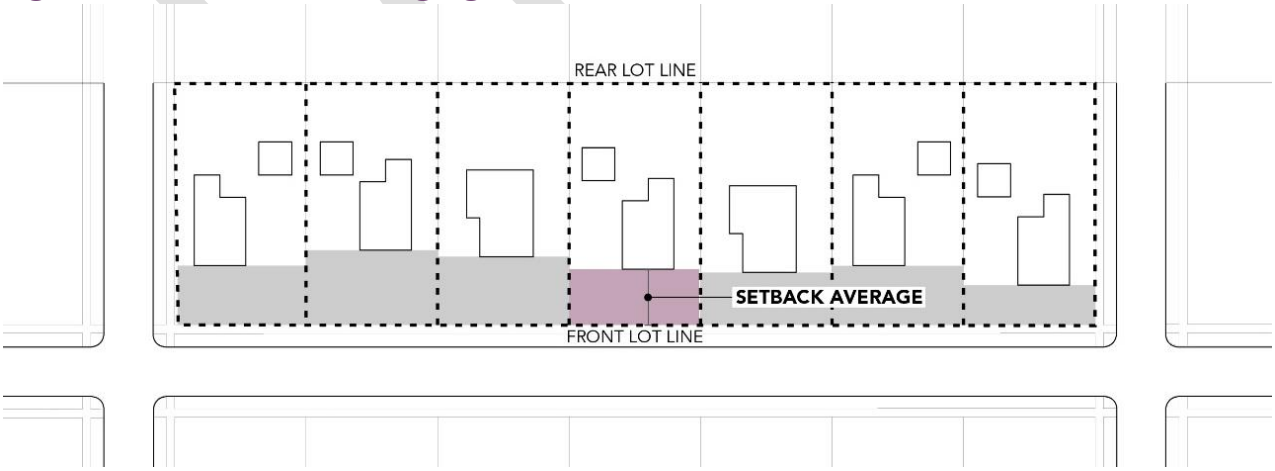


Figure 3.02 - Setback Averaging



3.03.2 RE, Residential Estate District.

A. Purpose. The Residential Estate District is a very low-density residential district intended to provide for large lot, detached single-family development in areas more characteristically rural. This is a legacy District which means all properties zoned RE as of the effective date of the Code may remain in place and develop within the parameters of the standards herein but no additional properties will be permitted to rezone to RE.

B. Permitted Uses. Refer to Use Table 3.4.

C. District Regulations. Refer to Section 3.06.3.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.1.

3.03.3 R-1, Residential Single-Family District.

A. Purpose. The Residential Single-Family District is intended for a moderate density of detached and limited attached single-family uses on individual lots.

B. Permitted Uses. Refer to Use Table 3.4.

C. District Regulations. Refer to Section 3.06.3.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.1.

3.03.4 R-2, Residential Multi-Family District.

A. Purpose. The Residential Multi-Family District is intended for a mix of single-family detached dwellings, single-family attached dwellings, and multi-family dwellings.

B. Permitted Uses. Refer to Use Table 3.4.

C. District Regulations. Refer to Section 3.06.3.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.1.

3.03.5 R-3, Mixed Residential District.

A. Purpose. The Mixed Residential District is intended for a mix of housing types from single-family to multi-family to mobile and manufactured homes.

B. Permitted Uses. Refer to Use Table 3.4.

C. Design Standards. Refer to Section 3.06.3.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.1.

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3.04 Commercial and Industrial Zone Districts

3.04.1 Purpose.

A. Commercial Zone Districts. In order to accommodate a wide variety of commercial activities, to make the City's core district a more attractive and energetic place to live, work and shop, to separate pedestrian oriented development from automobile dependent activities, and to enhance the economic development of the City, the following commercial districts are established:

1. Central Business District (CBD)
2. Commercial District (C)
3. Neighborhood Business District (NBD)

B. Industrial Zone Districts. In order to encourage a diverse employment base, provide for the production of goods and services, and minimize conflict with other land uses, the following industrial district is established.

1. Industrial District (I)

C. Other Zone Districts. In order to preserve open space areas for active and passive open space and recreational uses, the following district is established.

1. Open District (O)

Table 3.2 – Nonresidential Dimensional Standards[(1)]

	Zoning District CBD	Zoning District C	Zoning District NB[(2)]	Zoning District I	Zoning District O
Residential Density (units/acre)	—	16 units/acre	16 units/acre	—	—
Min. lot area (sq. ft.)	—	4,000 sf for single-family detached dwellings 3,000 sf for nonresidential uses	4,000 sf for single-family detached dwellings 6,000 sf for non-residential uses	10,000	—
Min. front yard setback (ft.)	0′	10′	20′	15′	20′
Min. side yard setback (ft.)	0′	0′ 5′ for stand-alone Residential uses	7′	7′	20′

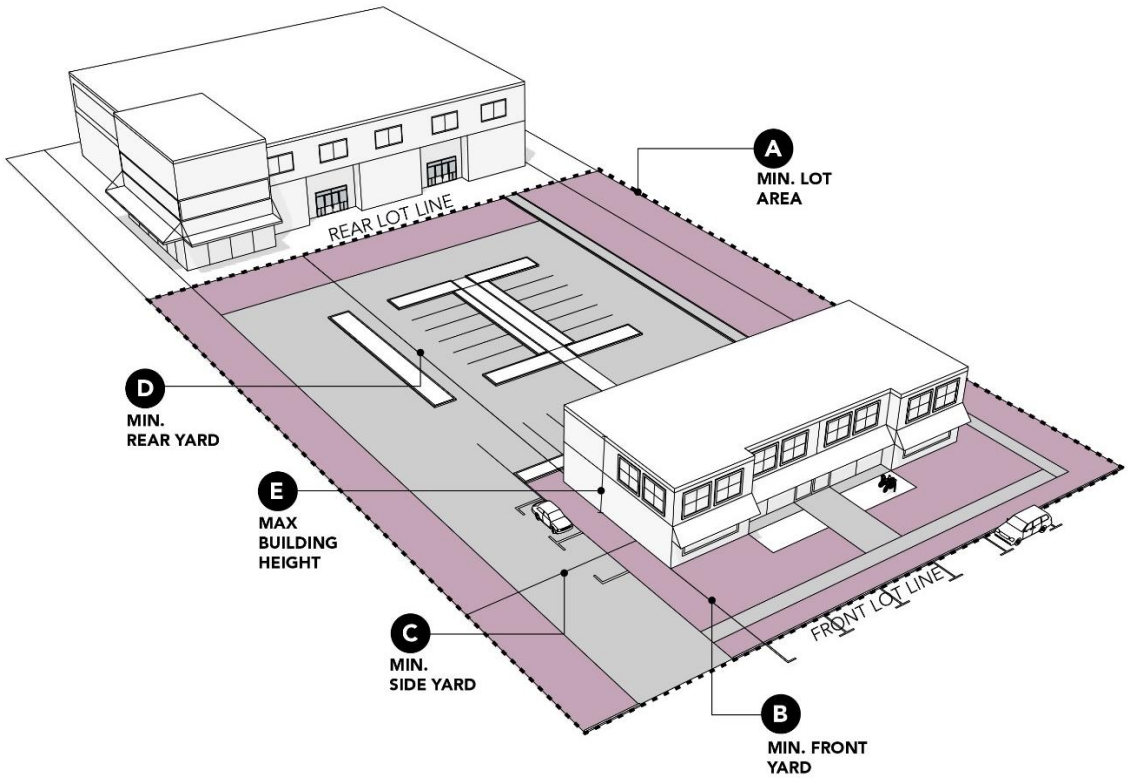
Table 3.2 – Nonresidential Dimensional Standards[1]					
	Zoning District CBD	Zoning District C	Zoning District NB[2]	Zoning District I	Zoning District O
Min. rear yard setback (ft.)	0′	7′ 10′ for stand-alone residential uses	7′	7′	20′
Max. lot coverage (%)	100%	80%	80%	80%	10%
Max. height (ft.)	50′	50′	35′	50′	28′

(1) Additional standards may apply, per section 5.08 Natural Resource Protections.

(2) The maximum density in the NB Zone Districts can be increased by 20% where deed restricted, affordable and workforce housing units are provided for more than 10% of the total dwelling unit count.

Figure 3.03 – Nonresidential Dimensional Standards

A.	B.	C.	D.	E.
Min. Lot Area	Min. Front Yard	Min. Side Yard	Min. Rear Yard	Max. Building Height



3.04.2 CBD, Central Business District.

A. Purpose. The Central Business District is intended to preserve the character of the downtown core and provide a mixture of uses, focused on nonresidential uses, to designate the area as the primary walkable activity center of Cortez.

B. Permitted Uses. Refer to Use Table 3.4.

C. Design Standards.

1. Open space shall be landscaped in accordance with the provisions of Section 5.05 of this Code.
2. Parking shall be provided per Section 5.02 of this Code.
3. Refer to Section 3.06 for additional use-specific design standards.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.2.

3.04.3 C, General Commercial District.

A. Purpose. The General Commercial District is intended to facilitate a variety of businesses that provide employment opportunities and support the retail and service needs of the community.

B. Permitted Uses. Refer to Use Table 3.4.

C. Design Standards.

1. Open space shall be landscaped in accordance with the provisions of Section 5.05 of the Code.
2. Parking shall be provided per Section 5.02 of this Code.
3. Refer to Section 3.06 for additional use-specific design standards.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.2

3.04.4 NB, Neighborhood Business District.

A. Purpose. The Neighborhood Business District is intended to support a variety of uses including detached and attached single family dwellings that complement the area's character as well as small-scale, neighborhood-serving commercial establishments that add vibrancy to the overall neighborhood.

B. Permitted Uses. Refer to Use Table 3.4.

1. Limitation on hours of operation. All commercial activities in the NB, Neighborhood Business District shall operate only between 6:00 a.m. and 11:00 p.m.

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C. Design Standards

1. Open space shall be landscaped in accordance with the provisions of Section 5.05 of the Code.

2. Refer to Section 3.06 for additional use-specific design standards.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.2.

3.04.5 I, Industrial District.

A. Purpose. The Industrial District is intended to provide a location primarily for but not limited to manufacturing, warehousing, distributing, and raw materials processing.

B. Permitted Uses. Refer to Use Table 3.4.

C. Design Standards.

1. Open space shall be landscaped in accordance with the provisions of Section 5.05 of the Code.

2. Refer to Section 3.06 for additional use-specific design standards.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.2.

3.04.6 O, Open Zone Districts.

A. Purpose. To preserve space for active and passive open space and recreational uses as well as limited municipal services.

B. Permitted Uses. Refer to Use Table 3.4.

C. Design Standards.

1. Open space shall be landscaped in accordance with the provisions of Section 5.05 of the Code.

2. Refer to Section 3.06 for additional use-specific design standards.

D. Dimensional Standards. Refer to Dimensional Standards Table 3.3.

3.05 PUD, Planned Unit Development Zone District

3.05.1 General Provisions and Standards.

A. Purpose. The PUD, Planned Unit Development District (PUD) is designed to provide flexibility to accommodate mixed-use, nontraditional, or innovative developments. These may include one or more of the following: Promoting more economical and efficient use of the land; providing economic benefit to the community; providing a harmonious variety of housing choices; providing a higher level of urban amenities; and/or preserving natural and scenic qualities of open spaces. The PUD District may be applied in all Zoning Districts. In addition to the regulations of this Section,

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development in the PUD District shall be in compliance with other applicable provisions of this Code.

B. Minimum Size Requirements:

1. The minimum lot size for affordable and workforce housing development shall be one (1) acre.
2. The minimum lot size for all other development shall be five (5) acres.
3. The City may consider an application for a PUD on a lot smaller than described in 1 and 2 above if the applications adheres to a minimum of three of the following criteria:
    a. Provides an innovative land use not otherwise allowed per Zone Districts that would allow for alternative residential lot design, innovative architectural or subdivision design features, or in-fill development.
    b. Is considered to be a necessary land use in the community.
    c. Supports local/urban agriculture not specifically identified in the use standards.
    d. Allows for the efficient use of land which may result in reduction in development and maintenance costs of street and utility systems.
    e. Allows for the accumulation of large areas of usable open space for recreation, preservation of natural amenities and provision of community facilities.
    f. Provides a public benefit that is identified in one or more goal or policy in the Comprehensive Plan.
    g. Provides economic benefit to community.
    h. Provides opportunity for municipal uses mixed with other uses.

C. General Requirements. The ordinance approving a PUD shall include findings that the proposed development shall:

1. Be consistent with the Comprehensive Plan,
2. Be consistent with the character of existing land uses in the surrounding area, and
3. Not adversely affect the future development of the surrounding area.

D. PUDs shall be used only when long-term community benefits, which may be achieved through high quality development, will be derived. The Planning and Zoning Commission shall determine whether substantial community benefits will be

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derived. In addition to the above findings, the following list provides examples of long-term community benefits:

1. More effective infrastructure;
2. Reduced traffic demands;
3. A greater quality and quantity of public and/or private open space;
4. Other recreational amenities;
5. Needed housing types and/or mix;
6. Job creation or other substantial economic benefits;
7. Innovative designs; and/or
8. Protection and/or preservation of natural resources, habitat areas and natural features.

E. Plan Requirements. In establishing a PUD District in accordance with this Section, the City shall require a comprehensive Site Plan of the development in accordance with the requirements of Section 6.03 of this Code.

1. Such Site Plan shall be approved and recorded as part of the approving ordinance prior to the issuance of any building permit.

   a. Such required plan and ordinance shall set forth the requirements for ingress and egress to the property, public streets or drives, with adequate right-of-way, special setbacks, sidewalks, utilities, drainage, parking space, height of building, maximum lot coverage, common open space, yards and open spaces, screening walls or fences, landscaping and other development and protective requirements including maintenance considered necessary to create a reasonable transition to and protection of the adjacent property.

   b. A single-family dwelling may be constructed on a platted lot of record located in a PUD District without approval of a site plan other than as required for a normal building permit where a single-family dwelling is listed as a permitted use.

3.05.2 PUD Application Process.

A. Every application for a PUD District shall follow the procedure for a Zoning Map Amendment per Section 6.03.3 of this Code.

1. As part of the Zoning Map Amendment, an overall development plan shall be submitted which includes the following at a minimum:

   a. A project narrative describing the intent of the development,

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b. Proposed conceptual layout of the site showing ingress and egress to the property, public streets or drives, sidewalks, utilities, drainage, and parking area as applicable.

c. A land use matrix to indicate the gross area proposed for residential versus nonresidential development, rights-of-way, and open space and a summary of building heights, maximum lot coverage, general setbacks, screening walls or fences, landscaping and other development and protective requirements including maintenance considered necessary to create a reasonable transition to and protection of the adjacent property.

2. The overall development plan shall be approved and recorded as part of the approving ordinance of the Zone Map Amendment.

a. A single-family dwelling may be constructed on a platted lot of record located in a PUD District without approval of a site plan other than as required for a normal building permit where a single-family dwelling is listed as a permitted use.

B. In approving the PUD, the City Council may impose conditions relative to the standard of development and such conditions shall be complied with before a certificate of occupancy is issued for the use of the land or any structure that is part of the PUD and such conditions shall not be construed as conditions precedent to the approval of the Zoning Amendment, but shall be construed as conditions precedent to the granting of the certificate of occupancy.

C. All PUDs approved in accordance with the provisions of the Code shall be referenced on the Official Zoning Map and a list of such properties zoned PUD, together with the category of uses permitted therein, shall be maintained in the office of the Zoning Administrator.

D. Once zoning is approved, the applicant shall follow the appropriate subdivision or site plan process for the proposed use and development of the site, specific procedures for which are detailed in Section 6.03 of this Code.

E. Time Limit of Approval. The City may initiate a rezone of the land to its original state after twelve (12) months if any of the following apply:

1. The applicant has not submitted a Final Plat, or

2. The applicant has not submitted a Site Plan and/or Building Permit application where a Final Plat is not required, or

3. If the Planning and Zoning Commission finds that the applicant has abandoned the project, or

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4. If the Planning and Zoning Commission determines that no substantial progress has been made toward completion of the project in the previous twelve (12) months.

F. At its discretion and for good cause, the Planning and Zoning Commission may extend for twelve (12) months and one (1) time only, the period for filing a final plat or building permit application.

G. Permitted Uses. Uses in a PUD shall be proposed by the applicant to coordinate with uses listed in Table 3.4 as applicable for the different development areas within the PUD. City Council is the final approval authority for the proposed uses, upon recommendation of the Planning and Zoning Commission.

1. Amendment of approved uses shall require amendment of the PUD ordinance according to the procedures for zoning map amendments set forth in Section 6.02 of the Code.

2. All proposed uses shall conform to the use-specific standards in Section 3.06.

3.05.3 Street and Access Requirements.

A. All streets (both public and private) shall conform to the requirements of Section 4.03 of this Code and the street development standards of the City with the following exceptions:

1. PUD applications may propose flexible design standards with regard to street and alley width and design elements to accommodate innovative developments so long as there is conformance with standards for circulation, connectivity, and surfacing materials.

3.05.4 PUD Dimensional Standards.

A. PUD applicants may propose their own dimensional standards as appropriate with the type of development proposed.

B. PUD standards must meet all other site development standards per Chapter 5 of this Code.

3.06 Use Regulations

3.06.1 Schedule of Use Regulations.

A. The schedule of use regulations of this Section provides a tabular summary of the land use types permitted within each zoning district. The table is intended for reference only and does not necessarily reflect all of the regulations that may apply to particular uses or zoning districts. In the event of conflict between the schedule of use regulations and the text of the Code, the text shall control. Reclassification of

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use types may be done administratively. The schedule of use regulations shall be interpreted as follows:

1. Permitted Uses. Uses identified in a particular district column with a "P" shall be permitted in such district, subject to compliance with any applicable conditions and all other provisions of the Code.
2. Conditional Uses. Uses identified in a particular district column with a "C" shall be permitted in such district only upon approval of a conditional use permit by the City Council in accordance with the procedures and standards of Section 6.10 of the Code, conditional use permits.
3. Temporary Uses. Uses identified in a particular district column with a "T" shall be permitted in such district only upon approval of a temporary use permit in accordance with the procedures and standards of Section 6.20 of the Code, temporary use permits.
4. Not Permitted. Uses not identified in a particular district column with a "P," "C" or "T" are not allowed in such district unless otherwise expressly permitted in the Code.
5. Use Standards. The use types are defined along with any associated use standards following Table 3.4. The last column in Table 3.4 identifies which Section definitions and use standards are located.

Table 3.4: Schedule of Use Regulations

Use Type	RE Zoning District	R-1 Zoning District	R-2 Zoning District	R-3 Zoning District	O Zoning District	CBD Zoning District	C Zoning District	NB Zoning District	I Zoning District	Use Standards
Residential Uses										**3.06.3**
Dwelling, accessory unit - ADU	C	P	P	P			P	P		3.01.1A
Dwelling, cottage cluster			P	P						3.06.3C
Dwelling, duplex			P	P				P		3.06.3D
Dwelling, single-family attached (up to 6 units)			P	P			C	P		3.06.3E
Dwelling, single family attached (7 or more units)			C	P			C	C		3.06.3E
Dwelling, single-family detached	P	P	P	P			C	P		3.06.3F
Dwelling, manufactured home			P	P						3.06.3G

Table 3.4: Schedule of Use Regulations										
Use Type	**RE Zoning District**	**R-1 Zoning District**	**R-2 Zoning District**	**R-3 Zoning District**	**O Zoning District**	**CBD Zoning District**	**C Zoning District**	**NB Zoning District**	**I Zoning District**	**Use Standards**
Dwelling, micro-home			P	P				P		3.06.3H
Dwelling, mixed-use						P	P	P		3.06.3I3.06.3H
Dwelling, modular home		P	P	P				P		3.06.3J
Dwelling, multi-family			C	P				P		3.06.3K
Dwelling, tiny home				P				P		3.06.3L
Manufactured home park			C	P						3.06.3M
Accessory and Temporary Uses										**3.06.4**
Accessory structure, permanent	P	P	P	P	P	P	P	P	P	3.06.4A
Accessory structure, temporary	T	T	T	T	T		T	T	T	3.06.4B
Asphalt or concrete batch plant, temporary	T	T	T	T			T		T	3.06.4C
Equipment rental/repair/storage/ wholesaling, accessory						P	P		P	3.06.4D
Farmers' market					P	P	P	P		3.06.4E
Field office, temporary	T	T	T	T		T	T	T	T	3.06.4F
Home occupation	P	P	P	P		P	P	P	P	3.06.4G
Mobile vendor	T	T	T	T	T	C	T	T	T	3.06.4H
Outdoor storage, accessory					P		P		P	3.06.4II
Radio, television or microwave tower, private (up to thirty feet high)	P	P	P	P				P	P	3.06.4JJ
Sales trailer, temporary	T	T	T	T				T	T	3.06.4KK
Public, Institutional, and Civic Uses										**3.06.5**
Child care facility, commercial			C	C	P	P	P	P		3.06.5A
Child care facility, large home based	P	P	P	P		C	C	P		3.06.5A
Child care facility, small home based	P	P	P	P		C	C	P		3.06.5A

Table 3.4: Schedule of Use Regulations										
Use Type	**RE Zoning District**	**R-1 Zoning District**	**R-2 Zoning District**	**R-3 Zoning District**	**O Zoning District**	**CBD Zoning District**	**C Zoning District**	**NB Zoning District**	**I Zoning District**	**Use Standards**
Civic space					C	P	P	P	P	3.06.5B
Club or lodge						P	P	P	P	3.06.5C
Continuing care facility			C	C			P	C		3.06.5D
Essential services	P	P	P	P	P	P	P	P	P	3.06.5E
Group home, large			P	P			C	C		3.06.5F
Group home, small	P	P	P	P			C	P		3.06.5G
Hospital			C	C		P	P	P		3.06.5H
Medical clinic			C			P	P	P		3.06.5I
Municipal facilities	C	C	C	C	P	P	P	C	P	3.06.5J
Religious land use	C	C	C	P		C	P	C		3.06.5K
School (public, private and church)	C	C	C	C	P	C	P	C		3.06.5L
School, technical							P		P	3.06.5M
Transportation-Related Uses										**3.06.6**
Parking facility						P	P			3.06.6A
Transit station						C	P		P	3.06.6B
Truck freight terminal							C		P	3.06.6C
Retail Commercial Uses										**3.06.7**
Auto, motorcycle, truck, or boat, sales or rental							P		P	3.06.7A
Bank or savings and loan						P	P	P		3.06.7B
Commercial nurseries and greenhouses						C	P	P	P	3.06.7C
Convenience store						C	P	C		3.06.7D
Flea markets						P	P	P	P	3.06.7E
Grocery store						P	P	C		3.06.7F
Manufactured home sales or rental							P		P	3.06.7G
Micro-breweries/micro-wineries/micro-distilleries with on-site consumption						P	P		P	3.06.7H

Table 3.4: Schedule of Use Regulations										
Use Type	**RE Zoning District**	**R-1 Zoning District**	**R-2 Zoning District**	**R-3 Zoning District**	**O Zoning District**	**CBD Zoning District**	**C Zoning District**	**NB Zoning District**	**I Zoning District**	**Use Standards**
Mobile vendor, food court						P	P			3.06.7I
Neighborhood commercial						P	P	P		3.06.7J
Retail, general						P	P			3.06.7K
Retail service establishments						P	P	C	P	3.06.7L
Shopping center						C	P			3.06.7M
Personal Service Uses										**3.06.8**
Bed and breakfast	C		C	C		P		P		3.06.8A
Boarding or rooming house			C	P		P	P	P		3.06.8B
Boat storage and service							P		P	3.06.8C
Commercial animal kennel							C		P	3.06.8D
Crematorium							C	C	P	3.06.8E
Equipment rental, repair, storage and wholesaling							P	C	P	3.06.8F
Hotel or motel						P	P			3.06.8G
Household appliance service and repair						P	P	C	P	3.06.8H
Laundry, self-service and commercial						P	P	C	P	3.06.8I
Mortuary or funeral home						P	P			3.06.8J
Office, business or professional				C		P	P	P	P	3.06.8K
Personal services						P	P	P	P	3.06.8L
Residential hotel/hostel						P	P	P		3.06.8M
Veterinary clinic							C		P	3.06.8N
Recreational and Entertainment Uses										**3.06.9**
Equestrian facility, private	P				P					3.06.9A
Fitness clubs or recreation centers, private			C		C	P	P	C	P	3.06.9B
Golf course or driving range					P					3.06.9C

Table 3.4: Schedule of Use Regulations										
Use Type	RE Zoning District	R-1 Zoning District	R-2 Zoning District	R-3 Zoning District	O Zoning District	CBD Zoning District	C Zoning District	NB Zoning District	I Zoning District	Use Standards
Recreational vehicle park							C			3.06.9D
Recreational vehicle storage and service							P		P	3.06.9E
Restaurant or bar						P	P		P	3.06.9E.2.cF
Studio, television or radio						P	P		P	3.06.9G
Theater, indoor						P	P			3.06.9H
Theater, outdoor					P		C		P	3.06.9I
Automobile and Related Service Uses										**3.06.10**
Auto parts and accessory sales						P	P		P	3.06.10A
Auto repair garage						C	P		P	3.06.10B
Car wash						C	C		P	3.06.10C
Gasoline service station						P	P		P	3.06.10D
Industrial Uses										**3.06.11**
Adult entertainment uses and establishments									C	3.06.11A
Building material sales and yard							P		P	3.06.11B
Commercial wireless antennas and towers			C			C	C	C	P	3.06.11C
Electrical substation, high voltage							C		P	3.06.11D
Food processing							C		P	3.06.11E
Industrial laundry service							P		P	3.06.11F
Machinery, heavy - sales and rental							P		P	3.06.11G
Maintenance and repair service for buildings							P		P	3.06.11H
Manufacturing, hazardous/objectionable									C	3.06.11I
Manufacturing, heavy									P	3.06.11J
Manufacturing, light						C	P/C		P	3.06.11K

Table 3.4: Schedule of Use Regulations										
Use Type	**RE Zoning District**	**R-1 Zoning District**	**R-2 Zoning District**	**R-3 Zoning District**	**O Zoning District**	**CBD Zoning District**	**C Zoning District**	**NB Zoning District**	**I Zoning District**	**Use Standards**
Manufacturing, prefabricated buildings							C		P	3.06.11L
Outdoor sales, primary							P		P	3.06.11M
Outdoor storage, primary							C		P	3.06.11N
Repair services, heavy equipment							C		P	3.06.11O
Repair services, limited						P	P		P	3.06.11P
Self-storage							C		P	3.06.11Q
Warehouse							C		P	3.06.11R
Welding or machine shop							P		P	3.06.11S
Marijuana Uses										**3.06.12**
Cultivation in excess of square footage limitation						P	P			3.06.12A
Medical marijuana center						P	P			3.06.12B
Patient and caregiver cultivation	P	P	P	P		P	P	P		3.06.12C
Retail marijuana establishment						P	P			3.06.12D
Urban Agriculture										**3.06.13**
Community garden	P	C	P	P	P	P	P	P	P	3.06.13A
Home garden	P	P	P	P		P	P	P		3.06.13B
Urban Farm	P				P		P		P	3.06.13C

3.06.2 Use Standards Generally.

A. In addition to applicable site development standards of Chapter 5 of the Code, the following standards apply to the listed uses when referenced in the use regulations of a particular zoning district.

3.06.3 Residential Use Standards.

A. General standards applicable to all residential structures

1. Refer to the City's adopted building code as amended.

B. Dwelling, accessory dwelling unit (ADU)

1. Defined
    a. A dwelling that is either attached or detached to the primary single-family residence on a parcel of land zoned for residential use. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation. This type of use is intended to provide a mechanism to help meet the need of affordable housing by allowing accessory residential dwelling units under certain circumstances in areas normally restricted to a single unit, while preserving existing single-family character.
2. Use Standards
    a. All accessory single-family dwelling units shall be subject to the following requirements:
        i. The parcel must contain an existing or proposed single-family unit. Either the single-family dwelling or the ADU must be occupied by the property owner.
        ii. The ADU may be attached or incorporated within the living area of the existing primary dwelling or detached.
        iii. The ADU shall not exceed eight hundred fifty (850) gross square feet of living area.
        iv. The ADU may be used for long-term rental purposes (greater than thirty (30) days) and shall be reserved for occupancy of one family.
        v. The ADU must be provided with one (1) off-street parking space, in addition to the two (2) required for the existing single family residence as per Section 5.01 of the Code. Spaces may be contained in a garage or protected by a carport. The spaces provided may be in tandem.
        vi. Any new construction associated with the ADU shall comply with all setbacks, lot coverage, height, and design standards contained within the base Zone District and shall not alter the general appearance of the primary dwelling as a single-family residence.
        vii. The ADU shall have adequate sewer and water services and additional tap fees may be required for the dwelling.
        viii. The ADU shall not adversely impact traffic flow or parking in the neighborhood.
        ix. The lot shall be a legal lot of record.
        x. An ADU that conforms to these requirements shall not be considered to exceed the allowable density for the lot upon which it is located,

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and shall be deemed to be a residential use consistent with the existing general plan and zoning designation for the lot.

C. Dwelling, Cottage Cluster

1. Defined

a. A grouping of three (3) or more detached single-family or micro home dwelling units, with a footprint no larger than 1,200 square feet, clustered around a common usable open space and developed with a shared plan for access and parking, and a coordinated design for the buildings and site.

2. Use Standards

a. Cottages may be located on one shared parcel or separate parcels.

b. Cottages must be permanent homes built on a permanent foundation.

c. The maximum density of a cottage cluster shall be per zone district dimensional standards referenced in Tables 3.1 and 3.2.

d. Micro homes may be developed as cottage clusters (see section 3.06.3.L for micro homes standards)

e. Common usable open space shall be consolidated and equivalent to two hundred (200) square feet per dwelling unit per the following:

i. Must maintain a minimum average dimension of twenty (20) feet;

ii. Must be usable by residents of the cottage cluster including but not limited to open lawn, community garden space, picnic space, seating areas, or active sport areas; and

iii. Held in common ownership by a legal instrument such as an easement or deed restriction that guarantees access and use by all properties in the cottage cluster.

iv. Parking or access areas shall not count toward required common usable open space.

f. A minimum of one hundred (100) square feet of private outdoor living area shall be provided at each cottage. Up to fifty (50) square feet of the private usable space may be provided in decks and patios.

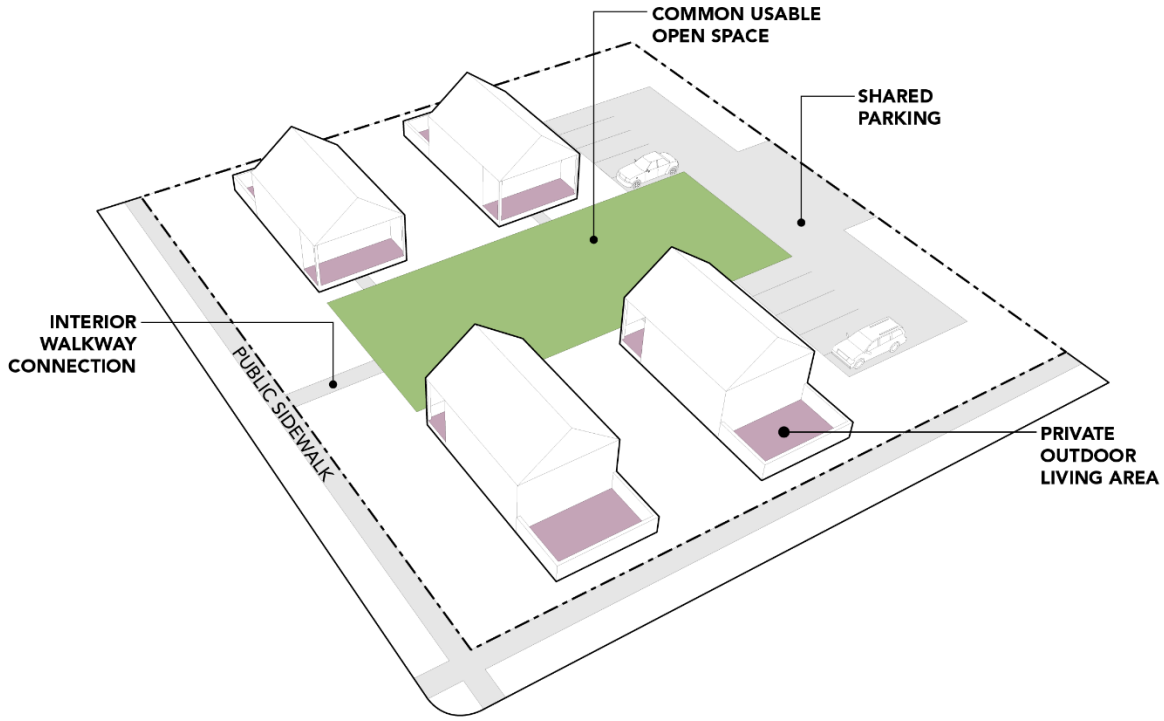
g. Interior walkways shall connect to a public sidewalk in at least one location on the property.

h. Parking requirements must be met per Section 5.02.

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i. No structure shall be larger than 1,200 square feet in gross floor area.

Figure 3.04 – Cottage Cluster



D. Dwelling, duplex

1. Defined

a. A single building on a single lot, designed for occupancy by two separate dwelling units in a side-by-side or stacked configuration attached by a party wall, and not attached to any other buildings other than those accessory to the dwellings.

2. Use Standards

a. Refer to Section 3.06.3.A.

E. Dwelling, single-family attached

1. Defined

a. Two (2) or more residential dwelling units, other than manufactured homes, where each unit is attached to other units by party walls, and where habitable spaces of different units are arranged in a side-by-side, rather than in a stacked configuration, with each unit located on its own lot.

2. Use Standards
    a. Refer to Section 3.06.3.A.

F. Dwelling, single-family detached
    1. Defined
        a. A dwelling unit located on a separate lot or tract that has no physical connection to a building located on any other lot or tract.
    2. Use Standards
        a. Refer to Section 3.06.3.A.

G. Dwelling, manufactured home
    1. Defined
        a. A HUD-approved structure (formally known as a mobile home prior to 1976) designed to be transported after fabrication on a permanent chassis. Such a structure is suitable for human habitation on a year-round basis when equipped with required plumbing, heating, and electrical facilities.
    2. Use Standards
        a. Refer to Section 3.06.3.A.

H. Dwelling, micro home
    1. Defined
        a. A structure that is:
            i. A modular factory built residential structure that is 400 square feet or less;
            ii. Designed for long-term occupancy;
            iii. Attached to a permanent foundation (not built on a permanent chassis);
            iv. Has a metal plate insignia that certifies the micro home is built to the codes and standards program within the Colorado Division of Housing.
    2. Use Standards
        a. A micro home must be built to the International Residential Code as adopted by the Building Codes and Standards program within the Division of Housing. Colorado micro home will receive a metal plate insignia that certifies the micro home is built to the codes and standards of the

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program. When installed on a permanent foundation, the micro home will also receive a metal plate installation insignia.

I. Dwelling, mixed-use

1. Defined

a. A dwelling unit or suite of rooms, which is an accessory use to a commercial or nonresidential structure in a nonresidential zoning district.

2. Use Standards

a. Residential uses may comprise up to one-half the floor area of a single-story nonresidential building and shall either be owner-occupied or used for long-term rental purposes. Those structures with multiple floors are allowed unlimited residential use for additional stories above the ground floor.

b. If property is located adjacent to highways 145, 160, and 491, a commercial or civic use is required on the first floor of the mixed-use building.

c. No commercial component required as part of the mixed-use building if not adjacent to highways 145, 160, and 491.

J. Dwelling, modular home

1. Defined

a. A factory-built home constructed to the building codes adopted by the Colorado Division of Housing (and City of Cortez), designed to meet the snow load requirement for the site, and to be installed on a permanent foundation. This does not include homes constructed to the Federal Manufactured Home Construction and Safety Standards (HUD) nor does this include any home designed as a mobile home. (Colorado Division of Housing Resolution No. 38; C.R.S. Section 24-32-3302(20).). A modular home must be transported directly from the factory to the lot on a truck bed, not a chassis.

2. Use Standards

a. Refer to Section 3.06.3.A.

K. Dwelling, multi-family

1. Defined

a. A building on one lot with three or more independent dwelling units where each unit is attached to other units by shared common walls

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arranged in a side-by-side or stacked configuration. In no event shall the term multi-family be interpreted to include hotels, motels, or inns, regardless of the length of stay of customers of such motels, hotels, or inns.

2. Use Standards

   a. Refer to Section 3.06.3.A.

L. Dwelling, tiny home

1. Defined

   a. A structure that conforms to the State of Colorado's tiny home standards, including the following requirements:

      i. Is Permanently constructed on a vehicle chassis;

      ii. Is designed for long-term residency;

      iii. Includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home;

      iv. Is not self-propelled;

      v. Has a square footage of not more than 400 square feet; and

      vi. Has a metal plate insignia installed under the kitchen sink by the Colorado Division of Housing.

2. Use Standards

   a. A tiny home, must be built to the International Residential Code as adopted by the Building Codes and Standards program within the Colorado Division of Housing. Colorado tiny homes will receive a metal plate insignia that certifies the tiny home is built to the codes and standards of the program. When installed on a temporary or permanent foundation, the tiny home will also receive a metal plate installation insignia.

M. Manufactured home park

1. Defined

   a. A tract of land designed to accommodate three (3) or more manufactured home sites for residential dwelling purposes. Recreational vehicle units and tiny homes, shall be permissible so long as they meet the definitions found in Section 2.02 of the Code. The total number of recreational vehicle shall

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not exceed ten (10) percent of all allowable units within an approved manufactured home park.

2. Use Standards

   a. All manufactured homes within approved manufactured home parks shall be placed in accordance with City Ordinance No. 953, Series 2001, and the manufactured housing installations program adopted by the state housing board of the state of Colorado.

   b. Site Design Standards:

      i. The maximum overall density within a manufactured home park shall be 17 units per gross acre when 100% of units are manufactured homes or a mix of manufactured homes and tiny homes.

      ii. The maximum overall density within a manufactured home park shall be twenty (20) units per gross acre when 100% of units are tiny homes.

      iii. Common usable open space shall be consolidated and equivalent to two hundred (200) square feet per dwelling unit per the following:

         (a) Must maintain a minimum average dimension of twenty (20) feet; and

         (b) Must be usable by residents of the manufactured home park including but not limited to open lawn, community garden space, picnic space, seating areas, or active sprot areas.

      iv. A minimum of three hundred (300) square feet of private outdoor living area shall be provided at each manufactured home or tiny home space. Up to one hundred (100) square feet of the private usable space may be provided in decks and patios.

   c. Manufactured Home Lot Design Standards

      i. All manufactured homes shall be installed utilizing only non-permanent foundation systems as defined by, and complying with, all provisions of City of Cortez Ordinance No. 953, Series 2001, Manufactured Home Installation Procedures.

      ii. All recreational vehicles and park trailers shall be set up as required by the manufacturer's specifications or as defined by applicable City ordinances.

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iii. A minimum distance of twenty (20) feet shall be maintained between any two (2) manufactured homes or other approved dwelling units in any direction.

d. Tiny Home Lot Design Standards

i. All tiny homes shall comply with Subsection 3.06.3J in this Chapter.

ii. A minimum distance of twenty (20) feet shall be maintained between any two (2) tiny homes or other approved dwelling units in any direction.

e. Street and Road Standards

i. Each manufactured home lot within a manufactured home park shall have direct access to an internal circulation street.

ii. All streets for internal circulation shall be a minimum width of twenty-two (22) feet.

iii. All street and parking areas shall consist of a dust-free surface (asphaltic materials or concrete).

iv. The internal street system shall have direct connection to a public right-of-way. Whenever this access meets an existing public street, the access entrance must meet City street design standards for a distance of forty (40) feet from the property line into the development.

v. Streets and walkways designed for the general use of the manufactured home park residents shall be lighted during the hours of darkness per Chapter 5, Section 5.08 (Exterior Lighting}. Such lighting shall not be under the control of the individual manufactured home occupants.

f. Building Design Standards

i. Utility Installations. No dwelling unit may connect to utility services other than the lot with which it has been permitted.

ii. Removal of Manufactured Home, Recreational Vehicle and Park Trailer Wheels. The removal of wheels, axles, and running gear from manufactured homes located in a manufactured home park shall be permitted.

iii. Skirting. Each manufactured home or tiny home placed in a manufactured home park shall be skirted so as to obscure from view the space beneath the floor of the unit and the stand.

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3.06.4 Accessory and Temporary Uses.

A. Accessory structure, permanent

1. Defined

a. A structure naturally and normally incidental to, subordinate to, and devoted primarily to the principal structure of the premises.

2. Use Standards

a. Accessory structures may be permitted subject to the following conditions:

i. Such accessory structures shall be limited to those customarily associated with and appropriate, incidental and subordinate to the principal use.

ii. Such accessory structures shall be located on the same lot or tract as the associated principal use.

iii. Such accessory structures, and expressly including detached garages and attached carports located in the front yard setback, shall be controlled in the same manner as the associated principal use, except as otherwise expressly provided in the Code.

iv. In no event shall an accessory structure be construed to authorize a use not otherwise permitted in the Zone District in which the principal use is located, and in no event shall an accessory use or structure be established prior to the principal use or structure to which it is accessory.

b. Dimensional requirements in the O, RE, R-1, R-2, R-3, and NB Zone Districts:

i. Each accessory structure shall have a total square footage not to exceed eight hundred (800) square feet; or, thirty-three (33) percent of the total square footage of the principal structure.

ii. The maximum height of accessory structures shall not exceed twenty (20) feet or the height of the principal structure, whichever is less; provided, however, that the height of carports may not exceed sixteen (16) feet or be equal in height of a single-story principal structure if located in the front yard and attached.

c. Accessory structures exceeding the dimensional requirements listed in this Section may be approved through the conditional use process.

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d. An accessory carport, whether detached from, or attached to the principal structure, may be allowed to extend into the front yard setback if all of the following standards can be met:

i. The carport roof must be constructed in such a manner to appear as a part of the original construction of the principal structure.

ii. The materials used in construction of the accessory use are compatible with the materials used in the principal use.

iii. The carport meets side yard setback standards.

iv. The carport does not extend into or over any easement or any City right-of-way.

v. Staff is authorized to review the proposal for compliance with the above standards and approve the building materials for the project.

vi. All attached carports shall meet the requirements for separation of uses as contained in the adopted building codes of the City.

vii. Accessory carport structures that are proposed to be placed closer than ten (10) feet to the front property line must go through the conditional use process in accordance with Section 6.10 of the Code.

B. Accessory structure, temporary

1. Defined

a. A structure naturally and normally incidental to, subordinate to, and devoted primarily to the principal structure of the premises that is used short term per the standards below. Examples could include but not be limited to shipping containers or moving and storage pods.

2. Use Standards

a. Temporary accessory structures are permitted for a maximum of ninety (90) consecutive days, once per calendar year.

b. Contractors' storage or equipment yards, trailers, or RVs that are used as a temporary residence or office during construction are permitted for a maximum of one-hundred and eighty (180) consecutive days. Any person wishing to utilize a temporary residence or office than longer than one-hundred and eight (180) calendar days during construction may apply for an extension for up to an additional ninety (90) days.

c. No more than two (2) accessory structures are permitted at any one time.

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d. No temporary accessory structure may be more than ten (10) feet in height, and four hundred (400) square feet in gross floor area.

e. Any person wishing to utilize a temporary accessory structure longer than ninety (90) calendar days may apply for an extension for up to an additional ninety (90) days or apply for a building permit to make temporary structure a permanent, accessory structure.

f. Accessory structures cannot be located in any required setback and must be located completely on the owner's lot, and no part of any structure may be located in the public right-of-way.

g. A Temporary Use Permit shall be acquired for this use.

C. Asphalt or concrete batch plant, temporary

1. Defined

a. A temporary manufacturing facility for asphalt or concrete.

2. Use Standards

a. A temporary asphalt or concrete batching plant permit may be approved by the Zoning Administrator for producing asphalt or concrete products used in construction activities on the same or nearby sites subject to the following conditions.

i. The batching plant site shall comply with all applicable provisions of City, state and federal laws.

ii. The batch plant shall not be located within six-hundred (600) feet of a residence.

iii. Hours of operation will be limited to Monday through Friday, 7:00 a.m. to 7:00 p.m.

iv. The batch plant permit will be valid for up to six (6) months.

v. No portion of the batch plant or its operation shall be located on a public street.

vi. The batch plant shall only furnish concrete, asphalt, or both, to a specific project. The placement of a temporary batching plant for a private project is restricted to the site of the project or within ½ mile of the batch plant if necessary to maintain at least six-hundred (600) feet of separation from a residence.

vii. The site must be clear of all equipment, material and debris upon completion.

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viii. All public improvements that are damaged during the operation of the temporary batching plant must be repaired or replaced within thirty (30) days of completion of the project.

ix. At termination and/or removal of plant permit, permittee shall have the person responsible walk the site with the building official or his/her designee to verify the site meets City approval.

b. A Temporary Use Permit shall be acquired for this use.

D. Equipment rental/repair/storage/wholesaling, accessory

1. Defined

a. Maintenance, repair, rental, storage, and/or wholesaling for large construction equipment, including high-capacity mechanical devices such as earth movers, dump trucks, tractors, augers, bulldozers, concrete mixers and similar type devices, when out of order or broken. Includes performing routine actions which keep the machines in working order or to prevent issues. All actions which have the objective of retaining or restoring an item in or to a state in which the item can perform the required function. The actions include the combination of all technical and corresponding administrative, managerial, and supervision actions.

2. Use Standards

a. This use shall be entirely contained within a building or within a yard enclosed on all sides by a screening wall or an opaque fence at least eight (8) feet in height.

E. Farmers' market

1. Defined

a. A seasonal open-air market where local fresh fruits, produce, flowers, and value-added food products like jams, jellies, pickles, sauces, or baked goods, in addition to arts and craft items are sold directly to consumers. Farmers markets are intended to provide a venue for food producers and artisans to sell directly to consumers.

2. Use Standards

a. Vendors are required to have a City Sales Tax License to sell at a farmers' market.

b. A Temporary Use Permit shall be acquired for this use.

c. The sale of second hand or any commercially produced goods is prohibited.

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d. Mobile vendors shall also be regulated as set forth in the Cortez City Code at Chapter 15, Article IX, Mobile Food Vendors Sections 15-66 thru 15-68.8 and all other applicable Cortez City Code Sections, now in effect or as may be amended from time to time with the exception that the conditional use permit shall determine the time frame.

F. Field office, temporary

1. Defined

a. A structure or shelter used in connection with a development or building project for housing on-site temporary administrative and supervisory functions and for sheltering employees and equipment.

2. Use Standards

a. A Temporary Field Office Permit may be approved by the Zoning Administrator during the construction phase of a project.

b. Such a structure or shelter shall be promptly removed following the approval of a certificate of occupancy.

G. Home occupation

1. Defined

a. A business, occupation, profession, trade, activity or use that is operated for compensation and serves customers on a lot or site of a primary dwelling unit use.

2. Use Standards

a. Prior to commencing the home occupation the applicant shall request and receive a home occupation permit from the City. The form of the application shall be as required by the City Clerk but at a minimum shall contain the following information: name of applicant, address of home occupation, proposed activity, and a statement of assurance that the applicant shall comply with the requirements of this section. The fee for such application shall be established and modified from time to time by resolution of the City Council but shall initially be set at fifty dollars ($50.00). Each home occupation shall be subject to compliance with the following conditions:

i. A home occupation shall be permitted only when it is an accessory use to a dwelling unit.

ii. A home occupation shall utilize no more than twenty (20) percent of the total floor area of the dwelling unit.

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iii. A person who engages in a home occupation shall not use an advertisement, sign, or display on or off the premises; provided, however, that this shall not be construed to regulate signage attached to vehicles.

iv. A home occupation shall not have customers or create noise between 8:00 p.m. and 8:00 a.m.

v. A home occupation shall not generate more traffic than the typical or average dwelling unit and it shall not involve or result in the presence of more than four (4) patrons on the premises at one time.

vi. A home occupation shall not generate loud and raucous noise, or utilize mechanical, electrical or other equipment or items that produce noise, electrical or magnetic interference, vibration, heat, glare, smoke, dust, odor or other nuisance outside the residential building or operate in any way that substantially and unreasonably interferes with the use and enjoyment of adjacent or nearby property or interferes with public peace and comfort.

vii. A home occupation shall not involve the visible storage of equipment or materials, or the presence of highly explosive or combustible equipment or vehicles with more than two (2) axles.

H. Mobile vendor

1. Defined

a. Peddling, vending, selling, serving, displaying, offering for sale or giving away services, goods, wares, merchandise, food, or beverages from a location without a fixed structure, regardless of whether the activity occurs on public or private property. Mobile Vending includes, without limitation, offering services and goods from a mobile vending unit, motorized vehicle or trailer attached to a motor vehicle, a mobile food cart, tables, mats, or blankets. See the Cortez City Code at Chapter 15, Article IX, Mobile Food Vendors Sections 15-66 for "mobile food vendor" definition.

2. Use Standards

a. Mobile vendors shall be allowed as a permitted use on public or private property in the CBD Zone District at approved temporary, special events such as Third Thursdays and the Farmers Market. Mobile vendors may be allowed in the Central Business District (CBD) outside of special events only after issuance of a conditional use permit with full consideration for impacts on adjacent businesses.

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b. Mobile vendors in the CBD shall only be allowed in approved locations and never in public right-of-way of state or public roads, unless closed for approved special events.

c. Mobile vendors shall also be regulated as set forth in the Cortez City Code at Chapter 15, Article IX, Mobile Food Vendors Sections 15-66 thru 15-68.8 and all other applicable Cortez City Code Sections, now in effect or as may be amended from time to time with the exception that the conditional use permit shall determine the time frame.

d. A Mobile Food Vendor Permit shall be required for placement on public or private property.

e. Mobile Food Vendor Permits shall state a designated timeframe for temporary use.

I. Outdoor storage, accessory

1. Defined

a. Storage of goods or products associated with a primary commercial use on a lot that is not enclosed. Outdoor storage does not include wreckage, junk, or salvage yards.

2. Use Standards. Where outdoor storage is included as accessory to a commercial use, the following standards shall apply:

a. Outdoor storage must be screened on all sides from public view and no material shall be stacked higher than the top of the screening device.

b. Outdoor storage shall not be located within any required setback.

c. Outdoor storage shall not be located within a drainage or other types of easement.

d. Outdoor storage shall not be located within any required parking areas, parking spaces, loading areas, fire lanes, vehicular traffic aisles, or customer pick-up lanes.

e. Outdoor displays associated with outdoor storage shall not impede pedestrian walkways or vehicular aisles.

J. Radio, television, or microwave tower, private (up to thirty feet high)

1. Defined

a. A private telecommunication tower that transmits analog or digital voice or communications information between or among points using electromagnetic signals via antennas or microwave dishes.

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K. Sales trailer, temporary

1. Defined

a. A mobile office trailer used for home sales while permanent model homes are being constructed.

2. Use Standards

a. A Temporary Use Permit may be issued by the Zoning Administrator for a manufactured office trailer, subject to the following conditions:

i. A temporary permit allowing sales from a manufactured office trailer may be issued for a period not to exceed one hundred twenty (120) days from approval of a zoning development permit, with no extensions, while permanent model homes are being constructed.

ii. The trailer shall not be used for living or sleeping purposes.

iii. Skirting shall be installed around the trailer to conceal the undercarriage.

iv. The trailer shall be located in a platted subdivision on a lot that is owned by the applicant/builder and shall not be located within a required front yard.

v. A building permit must be issued for the model home at the time of the temporary permit for the trailer.

3.06.5 Public, Institutional, and Civic Uses.

A. Child care facilities

1. Defined

a. "Small home based facility" means one that serves six (6) or less children in accordance with state rules and is not required to limit hours of operation.

b. "Large home based facility" means a child care facility that serves between seven (7) to twelve (12) children in accordance with state rules and shall be permitted to operate between the hours of 5:00 a.m. to 9:00 p.m. daily.

c. "Commercial facility" means a facility that is not attached to a residence and shall be permitted to operate between the hours of 5:00 a.m. to 9:00 p.m. daily.

2. Use Standards

a. Child care facilities that desire to operate other than permitted hours shall apply for a conditional use permit.

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b. Large child care facilities that are permitted in the Open (O) Zoning District must be accessory to a public use.

B. Civic space

1. Defined

a. A public or quasi-public use that is accessible to the public and primarily serves as gathering or meeting area for the immediate community, or reserved as open space that provides a community amenity or promotes environmental or ecological functions.

C. Club or lodge

1. Defined

a. Any membership organization catering exclusively to the members and their guests and whose facilities are limited to meeting, eating and recreational use and whose activities are not conducted principally for monetary gain, but to pursue common goals, interests or activities. "Club or lodge" shall not include night clubs, bars, taverns or other institutions operated as a business and open to the general public.

D. Continuing care facility

1. Defined

a. Any residential facility or institution that provides full-time or part-time care, for a period exceeding 24 hours, for two or more patients not related to the facility administrator or owner by blood or marriage. Continuing care may include assisted living, convalescent care, nursing care, hospice care, or personal care services for elderly individuals or individuals with disabilities.

2. Use Standards

a. Such homes must be state-licensed.

b. All exterior aspects of a nursing home, including its scale and off-street parking configuration, shall not disrupt the character of the area.

c. In no case shall the total number of persons residing on premises (including staff) be more than one (1) per four hundred (400) square feet of usable floor area.

d. Such homes shall provide off-street parking pursuant to Section 5.02(d) of the Code.

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E. Essential services

1. Defined

a. The development or maintenance of public utilities or City-approved underground, surface or overhead gas, electrical, telephone, steam, fuel or water transmission or distribution systems, including towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants and similar equipment, and sewage pump stations.

F. Group home, large

1. Defined

a. A residential dwelling or facility where more than eight (8) persons, including staff, live as a single housekeeping unit providing care, supervision, and treatment for the exclusive use of citizens protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and interpreted by the courts, or by any similar legislation of the State, including but not limited to facilities providing housing for the aged, people with developmental disabilities, persons with mental illness, or people actively recovering from addiction.

2. Use Standards

a. Large Group Home must meet the definition of Large Group Home in Section 3.06.5(F)(1)(a) and is subject to the licensing requirements of the State of Colorado and/or the City of Cortez; Large Group Home shall comply with all applicable local, state, or federal health, safety, fire, and building codes.

G. Group home, small

1. Defined

a. A residential dwelling or facility where eight (8) or fewer persons, including staff, live as a single housekeeping unit providing care, supervision, and treatment for the exclusive use of citizens protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and as interpreted by the courts, or by any similar legislation of the State, including but not limited to facilities providing housing for aged, people with developmental disabilities, persons with mental illness, or people actively recovering from addiction.

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2. Use Standards

    a. A small group home is subject to the licensing requirements of the State of Colorado and/or the City of Cortez.

    b. A Small Group Home shall comply with all applicable local, state, or federal health, safety, fire, and building codes.

H. Hospital

1. Defined

    a. An institution providing medical and surgical treatment and nursing care for sick or injured people.

I. Medical clinic

1. Defined

    a. A medical services facility where patients are examined and may include in-house clinical laboratory services and x-ray facilities for surgery or obstetrical care or other definitive medical treatment of similar extent. This shall include physician and dental offices, physical or massage therapy but not be construed to mean central service facilities such as pharmacies, medical laboratories, or other related uses.

J. Municipal facilities

1. Defined

    a. A City-owned and operated institution or facility including but not limited to a library, museum, park, playground, recreational center, police, fire or utility facilities that are public-owned and operated or under public control and jurisdiction, and subject to the provisions of the Code.

K. Religious land use

1. Defined

    a. A structure or group of structures intended for regular gatherings of people to attend, participate in or conduct religious services and other related activities and associated accessory uses. Associated accessory uses may include religious instructional classrooms, church offices, counseling programs, private school, youth programs, parking, child and adult day care facilities, summer camps, recreational facilities, caretaker's quarters, food bank, sale of religious items, and cemeteries.

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L. School (public, private and church)

1. Defined

a. The use of a site for instructional purposes on an elementary or secondary level, approved under the regulations of the state.

M. School, technical

1. Defined

a. The use of a site for instructional purposes geared toward technical professions, including college or university.

3.06.6 Transportation-Related Uses.

A. Parking facility

1. Defined

a. A structure, either publicly or privately owned, that is enclosed or open, with a hard surfaced area (other than a public street or private road), designed, arranged, and made available for parking vehicles, where such use may be operated as a business enterprise with a service charge or fee being paid by the vehicle operator. Off street parking facilities may include, but not be limited to, a commercial parking lot and public garage.

2. Use Standards

a. See Code Section 5.02 for parking standards.

B. Transit station

1. Defined

a. A bus terminal or station, and associated right-of-way. May include facilities that are designed and used primarily for the protection and convenience of transit passengers, as well as accessory vehicle or bicycle parking areas that are incorporated for the purpose of providing associated Park and Ride services.

C. Truck freight terminal

1. Defined

a. A premise used by a motor freight company as a carrier of goods, which is the origin or destination point of goods being transported, for the purpose of storing, transferring, loading, and unloading goods.

3.06.7 Retail Commercial Uses.

A. Auto, motorcycle, truck, or boat, sales or rental

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1. Defined
    a. The use of any structure, lot or parcel for a business involving the sale or rental of vehicles. These establishments may include office space, parking lots for the display and storage of vehicles available for sale, parking areas for customers and employees, vehicle repair facilities, facilities for bodywork, painting, or restoration, and sale of parts.
2. Use Standards
    a. Outdoor displays shall not impede pedestrian walkways or vehicular aisles.
    b. Vehicles shall not be displayed in required customer parking areas.
    c. Outdoor displays, excluding vehicles, shall be brought indoors outside of store operating hours.
    d. Outdoor displays shall be displayed on an all-weather surface.

B. Bank or savings and loan
1. Defined
    a. A business where the primary occupation is financial services such as banking, savings and loans, loan offices, and check cashing and currency exchange outlets. It does not include financial services that typically occur in an office or storefront, such as investment companies, credit and mortgage loan companies, insurance services, or brokerage firms, which are classified as "office".

C. Commercial nurseries and greenhouses
1. Defined
    a. A commercial facility, either temporary or permanent, typically made of, but not limited to, glass, plastic, or fiberglass in which plants are cultivated.

D. Convenience store
1. Defined
    a. A small-scale retail establishment that offers a limited selection of everyday items such as snacks, beverages, groceries, prepared foods, household goods, and personal care products, often catering to customers seeking quick and convenient purchases. Convenience stores are generally smaller in size than supermarkets and may include accessory uses such as fuel sales, automated teller machines (ATMs), or limited indoor seating for prepared foods.

E. Flea markets

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1. Defined

    a. Any market, indoors or out-of-doors (where permitted), where new or used items are sold from individual locations, with each location being operated independently from the other locations. Items sold include, but are not limited to, household items, antiques, rare items, decorations, used books, and used magazines.

F. Grocery store

1. Defined

    a. A retail establishment primarily selling food, as well as other convenience and household goods.

G. Manufactured home sales or rental

1. Defined

    a. An establishment, housed in a trailer or building, engaged in the sale of mobile, manufactured, or factory-built modular homes or residential structures as the principal use of a lot, but not including occupancy on site.

H. Micro-breweries/micro-wineries/micro-distilleries with on-site consumption

1. Defined

    a. *Micro-brewery* means a facility for the production and packaging of beers, meads, hard ciders, and/or similar beverages on-site for distribution, retail or wholesale that produces less than fifteen thousand (15,000) barrels per year and includes on-site consumption.

    b. *Micro-winery* means a facility for the production and packaging of wine for distribution, retail or wholesale that produces less than one hundred thousand (100,000) gallons per year and includes on-site consumption.

    c. *Micro-distillery* means a facility for the production and packaging of alcoholic spirits for distribution, retail or wholesale that produces less than fifteen thousand (15,000) gallons per year and includes on-site consumption.

I. Mobile vendor, food court

1. Definition

    a. A permanent designated area or lot with shared amenities where one or more mobile food vendors operate on a temporary or semi-permanent basis, offering food and beverages for on-site consumption.

2. Use Standards

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a. Mobile vendors shall acquire a mobile vendor permit from the City to operate within a mobile vendor food court. The use permit shall state the time that the mobile vender may remain on the property, which may exceed the limits in Chapter 15 of the Cortez City Code.

b. The following shared amenities must be integrated on the site:

i. Permanent restrooms

ii. Seating area for customers

iii. Waste disposal facilities

iv. Vehicle pads for mobile vendors

3. Surface material. The site shall be covered with all-weather surface materials, such as asphalt, concrete, pavers, or similar durable materials, to ensure safe and clean conditions for vendors and patrons.

4. Parking, access, and drainage shall adhere to the provisions of Chapter 5.

J. Neighborhood commercial

1. Defined

a. A retail establishment less than 5,000 square feet in gross floor area primarily serving residents within the immediate neighborhood, oriented and designed toward pedestrian traffic such as coffee shops, bakeries, florists, and specialty food stores.

K. Retail, general

1. Definition

a. A retail establishment engaged in selling goods, commodities, pets or merchandise that does not fit the definition of any other land use classification. Typical uses include but are not limited to apparel and accessory stores, camera and photographic supply stores, clothing rental stores, consumer electronics stores, gift, novelty and souvenir shops, liquor stores, pawnshops, luggage and leather goods stores, and jewelry stores.

2. Use Standards

a. Outdoor storage shall comply with Outdoor Storage, Accessory (Section 3.06.04I).

b. Any outdoor display in the CBD zone district or associated with a sidewalk sale or other temporary outdoor sale or display event which shall comply with the following:

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i. Outdoor displays shall occur within one hundred (100) feet from a customer entrance and no further than twenty-five (25) feet in depth from the front façade of the primary building unless approved by site plan.

ii. Outdoor displays shall maintain a minimum five of (5) feet for pedestrian access and not impede pedestrian or vehicular aisles and access.

iii. Goods shall not be displayed in required parking areas.

iv. Outdoor displays shall be brought indoors outside of store operating hours.

c. Permanent outdoor sales shall comply with Outdoor Sales, Primary (Section 3.06.11L).

L. Retail service establishments

1. Defined

a. Business uses dealing primarily in new goods associated with a service use and conducted entirely within an enclosed structure, including but not limited to plumbing or electrical shops, building contractors (excluding storage yards), computer sales and service facilities.

M. Shopping center

1. Defined

a. A full-service grocery or retail service/shopping center requiring more than two acres for building site and associated parking lots. May include pharmacies, retail bakery, and other retail outlets selling general goods, food, beverages, and associated goods but excluding the sale of gasoline or other motor fuel.

2. Use Standards

a. For shopping centers with an outdoor display component, the following standards shall apply:

i. Allowed display area can extend no further than thirty (30) percent of the distance between the front of the principal structure and the front curb line or parking lot edge which is closest to the principal structure.

ii. In no case shall the external placement of merchandise obstruct fire lanes, reduce the required number of off-street parking places, impede the flow of pedestrian traffic, or in any way cause or create a safety hazard.

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3.06.8 Personal Service Uses.

A. Bed and breakfast

1. Defined

a. A private home, converted multifamily dwelling, or other such similar land use operated on a fee basis as a business by providing overnight lodging for a period of less than thirty days and provide any food service for guests only.

2. Use Standards

a. A bed and breakfast establishment may provide lodging and breakfast for temporary overnight occupants in no more than eight (8) separate bedrooms for compensation.

b. In addition to residential off-street parking requirements, a bed and breakfast shall provide one (1) off-street parking space per bedroom offered for use for temporary overnight accommodations.

c. Short-term rentals are not considered bed and breakfast establishments.

d. An innkeeper shall be in residence or reside on adjacent property to the bed and breakfast.

B. Boarding or rooming house

1. Defined

a. A building where meals and long-term (thirty days or more) residential tenancy is regularly furnished for four (4) or more persons, not members of the household, but not exceeding twelve (12) persons, for compensation and in which no continuous medical or personal care is provided by the operators of the home. This establishment is not open to transient customers.

2. Use Standards

a. A boarding or rooming house may provide no more than eight (8) separate bedrooms offered for compensation. In addition to residential off-street parking requirements, a boarding or rooming house shall provide one (1) off-street parking space per bedroom offered for guests.

C. Boat storage and service

1. Defined

a. An establishment that engages in the long-term storage and/or service of boats.

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D. Commercial animal kennel

1. Defined

a. On any property, the commercial breeding, boarding, grooming, or bathing of dogs, cats, or other similar small animals, or the breeding or keeping of dogs for racing purposes. Commercial breeding shall not include the non-commercial raising of animals, breeding animals for show, or the occasional selling of litters when such activities are conducted on the property of the owner/resident of that property.

2. Use Standards

a. All outdoor exercise areas and runs must be fenced for the safe confinement of animals and located outside of the required setbacks.

E. Crematorium

1. Defined

a. An establishment or structure in which deceased humans or animals are cremated.

F. Equipment rental, repair, storage and wholesaling

1. Defined

a. An establishment engaged in the rental, repair, storage, and/or wholesaling of equipment used for construction or building, yard and gardening, building repairs, painting, or other similar activities.

G. Hotel or motel

1. Defined

a. A permanent building or group of buildings containing sleeping rooms or suites for residents generally staying less than thirty (30) days. A hotel/motel may have accessory uses such as restaurants or conference space.

H. Household appliance service and repair

1. Defined

a. Repair services including furniture and major appliance repairer, home improvement company, interior decorator, upholsterer, carpentry, cabinet making, and similar business, with all processing and product and storage of goods and materials kept within a completely enclosed building.

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I. Laundry, self-service and commercial

1. Defined

a. An establishment where clothes cleaning, tailoring, and similar activities are performed by employees or customers.

J. Mortuary or funeral home

1. Defined

a. A building used for the preparation of the deceased for burial or cremation where funeral services may be conducted.

K. Office, business or professional

1. Defined

a. 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 headquarters 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.

L. Personal services

1. Defined

a. A use that provides a personal service that is nonmedical as a primary use and may include accessory retail sales or products related to the service. These include, but are not limited to barber shop, beauty shop, nail salon, tailor, dressmaker, print shop, shoe shop or similar shop offering custom service.

M. Residential hotel/hostel

1. Defined

a. A facility for residence, on a short-term basis, that provides simple dormitory or sleeping rooms and common rooms for cooking, meeting, recreational, and educational use; that is chartered and approved by the International Hostel Federation or its national or regional affiliates, or similar organizations; and that is supervised by resident house parents or managers who direct the guests' participation in the domestic duties and activities of the hostel.

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N. Veterinary clinic

1. Defined

a. A facility where animals or pets are given medical or surgical treatment and the boarding of animals, typically dogs or cats, is limited to short-term care associated with the clinic.

2. Use Standards

a. Animal boarding is permitted as an accessory use to a veterinary clinic within the Industrial District.

3.06.9 Recreational and Entertainment Uses.

A. Equestrian facility, private

1. Defined

a. An equine facility, barn or stable that is used in part for and by the residents (owner/occupant) of the property and their private invited clients or guests for the purpose of raising, boarding, breeding, training and riding, including lessons, education and clinics. These activities may be undertaken for equines not owned by the resident of the property and such services are limited to invited (i.e., with reservations) guests/clients as a business or income source.

B. Fitness clubs or recreation centers, private

1. Defined

a. An indoor or outdoor commercial facility designed and equipped for the conduct of sports and leisure-time activities.

2. Use Standards

i. May include any accessory clubhouse, offices, restaurant, concession stand, picnic tables, pro shop, maintenance facilities, or similar accessory uses or structures.

C. Golf course or driving range

1. Defined

a. A tract of land laid out with at least nine holes for playing a game of golf and improved with trees, greens, fairways, and hazards.

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2. Use Standards

   a. May include any accessory clubhouse, driving range, offices, restaurant, concession stand, picnic tables, pro shop, maintenance facilities, or similar accessory uses or structures.

D. Recreational vehicle park

1. Defined

   a. A plot of land upon which two (2) or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

2. Use Standards

   a. Development and operational standards shall include:

      i. Maximum density of the camping area shall not exceed twenty-five (25) units per gross acre;

      ii. Minimum lot area per unit shall be no less than one thousand (1000) square feet;

      iii. Each lot shall have access to a dust-free, public or private street or road (whenever this access meets an existing public street the access entrance must meet City street design standards for a distance of forty (40) feet from the property line into the development);

      iv. Sanitary and shower facilities shall comply with the more restrictive minimum standards of either the City or the state of Colorado;

      v. There shall be a minimum distance of fifteen (15) feet provided between occupancy units;

      vi. There shall be one (1) parking space of two hundred (200) square feet provided for each unit no less than fifteen (15) feet distance from the unit;

      vii. Land shall be provided for common recreational space in the amount of five (5) percent of the gross acreage of the camping area; and

      viii. The Cortez fire protection district shall specify the number and location of fire hydrants.

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E. Recreational vehicle storage and service

1. Defined

a. Any building, premise, or land in which recreational vehicles, either operable or inoperable, are serviced and/or stored for any length of time.

2. Use Standards

a. All recreational vehicles shall be stored on an all-weather surface.

b. Associated pedestrian and vehicular circulation areas shall consist of an all-weather surface.

c. This use shall be entirely contained within a building or within a yard enclosed on all sides by a screening wall or an opaque fence at least eight (8) feet in height.

F. Restaurant or bar

1. Defined

a. Restaurant

i. A business that is kept or maintained for the purpose of serving food and drink, typically containing a commercial kitchen, and which may also serve alcoholic beverages as accessory to the service of food.

b. Bar

i. An establishment selling and dispensing liquor by the drink for onsite consumption and which may or may not serve food as accessory to the sale of liquor and which does not qualify as a restaurant. Music, dancing, or entertainment may, but need not, occur on the premises.

G. Studio, television, or radio

1. Defined

a. A commercial or public communications use including radio and/or television broadcasting and receiving stations and studios, with facilities located entirely within buildings.

H. Theater, indoor

1. Defined

a. A building that is used for dramatic, operatic, or other live performances, or for the display of motion pictures, which is open to the public, and where audience members pay for admission. The term "Theater" does not include *Adult Entertainment Uses and Establishment*.

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I. Theater, outdoor

1. Defined

a. An outdoor area surrounded by rows of seats or benches or lawn seating areas, designed for the viewing of sporting events, rodeos, equestrian events, livestock exhibitions, concerts, or other organized entertainment; or an area of land that includes one or more large outdoor screens or other structures for the display of motion pictures, as well as an area for parking automobiles from which the motion pictures are viewed. The phrase "Outdoor Theaters" may include concession sales.

2. Use Standards

a. Amphitheater stages and drive-in screens shall face away from the nearest residential uses.

3.06.10 Automobile or Related Service Uses.

A. Auto parts and accessory sales

1. Defined

a. An automotive shop with a primary purpose of selling new parts and accessories for automobiles, trucks, and vans.

B. Auto repair garage

1. Defined

a. A building or place arranged, designed, used or intended to be used for the purpose of providing general repair and servicing of motor vehicles. Such repair or servicing may include reconditioning of engines, air conditioning systems and transmissions; wrecker service; collision services, including body, frame or fender straightening or repair; painting, undercoating and dust proofing; replacement or repair of brakes, shock absorbers, tires, batteries, mufflers, or upholstery; and other similar services. Use Standards

2. Use Standards

a. All motor vehicles on the premises must carry a current registration and a work order with a completion date not to exceed 30 days. Motor vehicles without valid registration and or a work order shall be classified as salvage and junk, and may not be kept, stored or worked on in an auto repair shop.

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C. Car wash

1. Defined

a. A building or premises or portion thereof primarily used on a commercial basis for washing motor vehicles.

2. Use Standards

a. All car wash sites shall adhere to *Chapter 5.08 – Nuisance Standards*.

b. Enclosure. Sides of car wash bays or tunnels facing a residential use shall be screened with a wall.

c. Wastewater treatment. All facilities shall comply with all EPA Clean Water Act regulations.

D. Gasoline service station

1. Defined

a. An establishment offering for sale gasoline, retail electric vehicle charging stations, prepackaged food products, household items, newspapers, magazines, sandwiches and other freshly prepared foods for off-site consumption.

3.06.11 Industrial Uses.

A. Adult entertainment uses and establishment

1. Defined

a. Specific definitions for Adult Entertainment Uses and Establishments are found in Section 4A-1 of the Cortez City Code.

2. Use Standards

a. The purpose and intent of this Section is to regulate adult entertainment businesses to promote the health, safety, morals, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of sexually oriented businesses within the City, thereby helping to reduce and eliminate the adverse secondary effects from such sexually oriented businesses. The provisions of this chapter have neither the purpose nor the effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this chapter to restrict or deny access by adults to sexually oriented materials protected by the First Amendment or the Colorado Constitution, or to deny access by the distributors and

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exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this Section to condone or legitimize the distribution of obscene material.

b. No adult entertainment establishment shall be located within five hundred (500) feet of the exterior boundary of any residential Zone District, church, public or private school, child care center, public community center, park, fairground, recreation center, any alcoholic beverage establishment located in the City at which alcoholic beverages are offered for sale for consumption on the premises, any area designated as an urban renewal project area pursuant to C.R.S. Section 31-25-107. Further, no adult entertainment use shall be located within two hundred (200) feet of any arterial or major collector roadways.

c. No adult entertainment use shall be located within one thousand (1000) feet of any other adult entertainment use whether such adult entertainment uses are within or without the City.

d. The method of measurement for the one thousand (1000) foot restriction shall be computed by direct measurement from the exterior boundary of any area identified in this Section, or from the nearest property line of the property upon which an adult entertainment business or establishment, or other adult entertainment use is conducted, to the nearest property line of the property where on the building in which an adult entertainment use is to occur.

e. Any adult entertainment establishment operating at the effective date of this Code in violation of any relevant provision of this Code or the Cortez City Code shall be deemed a nonconforming use. An adult entertainment establishment that is deemed a nonconforming use shall be permitted to continue operating for an amortization period of six (6) months. Such nonconforming adult entertainment use shall not be increased, enlarged, extended, or altered, except that the use may be changed to a conforming use. Notwithstanding the foregoing, any adult entertainment establishment deemed a nonconforming use shall apply for a license provided for by the Cortez City Code Chapter 4A, Article 5 within thirty (30) days of the effective date of this Code or be subject to the relevant penalty provisions set forth herein and in Cortez City Code Chapter 4A, Article V, Section $a-38 4A-40.

f. An adult entertainment establishment lawfully operating as a conforming use pursuant to the receipt of zoning approval and obtaining a license is not rendered a nonconforming use by the location, subsequent to the

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grant or renewal of an adult entertainment establishment license, of any uses identified in the Cortez City Code Chapter 4A of or Subsection 3.04.05 of this Code, within the specific distancing requirements noted therein.

g. No licensee, manager, or employee mingling with the patrons of sexually oriented businesses or serving food or drinks shall be nude or in a state of nudity. It is a defense to prosecution for a violation of this Section that an employee of a sexually oriented business exposed any specified anatomical area during the employee's bona fide use of a restroom, or during the employee's bona fide use of a dressing room that is accessible only to employees. Further, no licensee or employee shall encourage or knowingly permit any person on the premises to engage in specified sexual activities, which conduct involving specified sexual activities is unlawful and shall be subject to penalties as set forth in Chapter One of this Code.

h. Advertisements, displays, or other promotional material depicting adult entertainment uses shall not be shown or exhibited to be visible to the public from pedestrian sidewalks or walkways, or from other areas public or semi-public.

i. Only one (1) adult entertainment establishment shall be permitted per building or, in other words, no building, premises, structure, or other facility that contains any sexually oriented business shall contain any other kind of sexually oriented business therein.

j. All building openings, entries, and windows shall be located, covered, or screened in such a manner as to prevent a viewing to the interior from any public or semi-public area; for new construction the building shall also be oriented so as to minimize any possibility of viewing the interior from public or semi-public areas.

k. No one under 18 years of age shall be admitted to any adult entertainment establishment of any kind and the foregoing minimum age limitations also apply to any employees, agents, servants, or independent contractors working on the premises during the hours when adult entertainment is being presented.

l. It is unlawful for an adult entertainment establishment and/or a sexually oriented business to be opened for business or for the licensee or any employee of a licensee to allow patrons upon licensed premises, or to permit any employee to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service or solicit a service between the hours of 9:00 p.m. and 9:00 a.m. of any particular day. Also, such

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establishments shall not conduct business beginning from 9:00 p.m. on a Saturday to 9:00 a.m. on a following Monday. Further, it is unlawful and a person commits a misdemeanor if, working as an employee of a sexually oriented business, regardless of whether a license has been issued for such business under this Code, engages in a performance, solicits a performance, makes a sale, solicits a sale, provides a service, or solicits a service between the hours of 1:00 a.m. and 9:00 a.m. of any particular day.

m. It is unlawful for an adult entertainment establishment and/or a sexually oriented business or for a licensee or any employee of a licensee thereto, regardless of whether a license has been issued for such business under this Code, to knowingly allow any patron upon the premises to engage in a specified sexual activity while on such premises. It is also unlawful for any licensee or employee of an adult entertainment establishment, regardless of whether a license has been issued for such business under this Code to engage in a specified sexual activity while on the premises of such adult entertainment establishment. The foregoing conditions contained in this Subsection are promulgated pursuant to the terms of the Cortez City Code contained in Chapter 4A, and C.R.S. Sections 18-7-208 and 18-7-301 and this Code.

n. Any person or entity who operates or causes to be operated an adult entertainment establishment who violates any provisions contained in this Section or does not have a valid license is subject to a suit for injunction and is subject to penalties as set forth in Section 1.06 of this Code.

o. Each day of operation in violation of any provision of this Code shall constitute a separate offense.

p. Any adult entertainment establishment that engages in repeated or continuing violations of these regulations shall constitute a public nuisance. For purposes of these regulations, "repeated violations" shall mean three or more violations of any provision set forth herein within one (1) year dating from the time of a new violation, and a "continuing violation" shall mean a violation of any provision set forth herein lasting for three (3) or more consecutive days.

q. Notwithstanding any other remedies at law or equity, the City Attorney may bring an action in the district court of Montezuma County for an injunction against the operation of such establishments in a manner that violates any of the provisions set forth herein.

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B. Building material sales and yard

1. Defined

a. An establishment for the sale of materials, hardware, and lumber customarily used in the construction of buildings and other structures, including facilities for storage. Operations may be indoor and/or outdoor.

2. Use Standards

a. Outdoor display areas and associated pedestrian and vehicular circulation areas shall consist of an all-weather surface.

b. Outdoor displays shall not be located within any required setback.

c. Outdoor displays shall not be located within a drainage or other types of easement.

d. Outdoor displays shall not be located within any required parking areas, parking spaces, loading areas, fire lanes, vehicular traffic aisles, or customer pick-up lanes.

e. Outdoor displays shall not impede pedestrian walkways or vehicular aisles.

f. Outdoor storage shall comply with Outdoor Storage, Accessory (Section 3.06.04I).

C. Commercial wireless antennas and towers

1. Defined

a. A licensed commercial wireless telecommunication services including cellular, personal communication services ("PCS"), specialized mobilized radio ("SMR"), enhanced specialized mobilized radio ("ESMR"), paging, and similar services that are marketed to the general public. Use Standards

2. Use Standards

a. Commercial wireless antennas and towers may be permitted, subject to the following requirements:

i. Co-Location Requirements. A proposal for a new commercial wireless telecommunication service tower shall not be approved unless the City Council finds that the equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or building within a two (2) mile search radius for towers over 150 feet, one (1) mile search radius for towers over 120 feet, one-half (½) mile search radius for towers under 120 feet in height, and one-quarter (¼)

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mile radius for towers under 60 feet in height of the proposed tower, due to one or more of the following reasons:

ii. The planned equipment would exceed the structural capacity of the existing or approved tower or building, as documented by a qualified and licensed professional engineer, and the existing or approved tower cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost;

iii. Existing or approved towers and buildings within the search radius cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer;

iv. All proposed commercial wireless telecommunication service tower shall be designed (structurally, electrically, and in all respects) to accommodate both the applicant's antennas and comparable antennas for at least two (2) additional users if the tower is to be over 60 feet in height, or for four (4) additional users if the tower is over 100 feet in height. Towers must be designed to allow for future rearrangement of antennas upon the tower and to accept antennas mounted at varying heights;

v. Other unforeseen reasons that make it unfeasible to locate the planned telecommunications equipment upon an existing or approved tower or building.

vi. Tower and Antenna Design. Proposed or modified towers and antennas shall meet the following design requirements:

vii. Towers and antennas shall be designed to blend into the surrounding environment through the use of color and camouflaging architectural treatment, except in instances where the color is dictated by federal or state authorities such as the Federal Aviation Administration; and

viii. Commercial wireless telecommunication service towers shall be of monopole design unless the City Council determines that an alternative design would better blend in with the surrounding environment.

ix. Tower Siting. Towers shall not be located between a principal structure and a public street, except in the I, Industrial Zone District where towers may be placed within a side yard abutting an internal industrial street;

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x. Tower Setbacks. All towers shall conform to the minimum setback requirements of the underlying zoning district, subject to the additional requirements and modifications:

xi. The required setback for antenna and tower not rigidly attached to a building shall be equal to the combined height of the antenna and tower. Antennas and towers rigidly attached to a building, whose base is on the ground, may exceed this required setback by the amount equal to the distance from the point of attachment to the ground.

xii. Towers shall be setback from the planned public rights-of-way as shown on the most recently adopted master street plan by a minimum distance equal to one-half of the height of the tower including all antennas and attachments.

xiii. Towers in the I, Industrial Zone District may encroach into the rear setback area, provided that the rear property line abuts another industrially zoned property and the tower does not encroach upon any easements.

xiv. Notwithstanding other provisions to the contrary, a tower's setback may be reduced or its location in relation to a public street varied at the sole discretion of the City Council, to allow the integration of a tower into an existing or proposed structure such as a church steeple, light standard power line support device or similar structure.

xv. Tower Height. The maximum height of all commercial wireless antennas and supporting towers shall not exceed the minimum that is technically necessary to serve the design purpose; provided, however:

xvi. The maximum height of all commercial wireless antennas and supporting towers shall not exceed the length of the shortest setback on the subject parcel or 120 feet, whichever is less; and

xvii. No tower that serves more than one (1) dwelling or place of business shall be in excess of a height equal to the distance from the base of the antenna and tower to the nearest overhead electrical power line, less five (5) feet.

xviii. Towers in the Industrial (I) Zone shall be allowed to attain a height of one hundred fifty feet (150′) including the antenna.

xix. Lights and Other Attachments. Towers shall not be artificially illuminated or display strobe lights unless the Federal Aviation Administration or other federal or state authority for a particular tower specifically requires such lighting when incorporated into the

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approved design of the tower, light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the tower; and

xx. No tower shall have constructed on, or attached to, any additional platform, catwalk, crow's nest, or like structure (other than those required by industry standards or federal regulations), except during periods of construction or repair.

xxi. Signs and Advertising. The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.

xxii. Accessory Utility Buildings. All utility buildings and structures accessory to a tower shall be architecturally designed to blend in with the surrounding environment and shall meet the minimum setback requirements of the underlying zoning district. All ground mounted equipment shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the architectural character of the surrounding neighborhood.

xxiii. Interference with Public Safety Telecommunications. No telecommunications service shall interfere with public safety telecommunications. All applications for new service shall be accompanied by an intermodulation study, which provides a technical evaluation of existing and proposed transmissions and indicates all potential interference problems. Before the introduction of new service or changes in existing service, telecommunication providers shall notify the City at least 10 calendar days in advance of such changes and allow the City to monitor interference levels during the testing process. At the City Council's discretion, such new service or changes may be required to obtain a new conditional use permit.

xxiv. Performance Standards. All towers must conform to the applicable performance standards in Section 5.07 of the Code.

xxv. Tower Construction Requirements. All towers erected, constructed or located within the City, and all wiring therefore, shall comply with the requirements of all current construction codes.

xxvi. Additional Submittal Requirements. In addition to the information required elsewhere in the Code, development applications for towers shall include a report from a qualified and licensed professional engineer that:

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(a) Describes the tower height and design including a cross section and elevation;

(b) Documents the height above grade for all potential mounting positions for co-located antennas and the minimum separation distances between antennas;

(c) Describes the tower's capacity, including the number and type of antennas that it can accommodate;

(d) Documents what steps the applicant will take to avoid interference with established public safety telecommunication;

(e) Includes an engineer's stamp and registration number; and

(f) Includes other information necessary to evaluate the request;

(g) A letter of intent committing the tower owner and his or her successors to allow the shared use of the tower if an additional user agrees in writing to meet reasonable terms and conditions of shared use;

(h) Before the issuance of a building permit, the following supplemental information shall be submitted;

(i) Proof that the proposed tower complies with regulations administered by Federal Aviation Administration; and

(j) A report from a qualified and licensed professional engineer, which demonstrates the towers compliance with the aforementioned structural and electrical standard.

D. Electrical substation, high voltage

1. Defined

a. The electric power equipment which receives electric energy at a very high voltage from its source of generation, by means of a network of high-voltage lines, and which by means of transformers transforms to a lower sub transmission voltage for the purpose of supplying electric power to large individual customers, or interconnections with other power-producing agencies or electric distribution substations for transformation to still lower voltage for distribution to smaller individual use.

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E. Food processing

1. Defined

a. A facility where food for human consumption in its final form, such as candy, baked goods, tortillas, and ice cream is produced, and the food is distributed to retailers or wholesalers for resale on or off the premises.

F. Industrial laundry service

1. Defined

a. An establishment that uses an industrial washing process, including the use of chemicals and solvents to clean stains. The washing process typically requires special equipment and machines.

2. Standards

a. Wastewater treatment. All facilities shall comply with all EPA Clean Water Act regulations.

G. Machinery, heavy – sales and rentals

1. Defined

a. An establishment engaged in selling and renting heavy machinery for use in construction or building, such as off-highway trucks, generator sets scaffolding, cement mixers, front-end loaders, compactors, etc.

H. Maintenance and repair service for buildings

1. Defined

a. An establishment engaged in maintenance and repair services for buildings that include sheet metal, electrical, plumbing, carpentry, sign painting, and other similar activities.

I. Manufacturing, hazardous/objectionable

1. Defined

a. A use engaged in storage of, or manufacturing processes utilizing, flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Typical uses include chemical manufacturing and warehousing, dry ice manufacturing, fat rendering plants, fertilizer manufacturing, fireworks and explosives manufacturing and warehousing, petroleum refineries, pulp processing and paper products manufacturing, radioactive materials manufacture or use, steel works, slaughterhouses and tanneries.

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2. Use Standards

   a. Shall be located no closer than two thousand six hundred forty (2,640) feet from any residential district, religious land use, medical care facility, or school.

   b. Shall be located no closer than one thousand three hundred twenty (1,320) feet from any commercial use.

   c. Shall be located no closer than six hundred sixty (660) feet from any manufacturing, light use.

J. Manufacturing, heavy

1. Defined

   a. An establishment engaged in the processing and manufacturing of materials or products with outdoor processing that generates noise, dust, or other nuisances including but not limited to lumber mills, asphalt and concrete batch plants.

2. Use Standards

   a. Outdoor storage shall comply with Outdoor Storage, Accessory (Section 3.06.04I).

   b. All heavy manufacturing uses shall be located at least three hundred (300) feet from any residential district within the City of Cortez.

   c. Heavy manufacturing shall comply with all applicable provisions of City, state and federal laws.

K. Manufacturing, light

1. Defined

   a. An establishment or use engaged in the manufacture, predominantly indoors from previously prepared materials, of finished products or parts, including but not limited to processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales and distribution of such products, but excluding activities classified in another land use category.

2. Use Standards

   a. If the use generates noise, dust, or other nuisances, a conditional use permit shall be required in the Commercial Zone.

   b. Outdoor display areas and associated pedestrian and vehicular circulation areas shall consist of an all-weather surface.

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c. Outdoor displays shall not be located within any required setback.

d. Outdoor displays shall not be located within a drainage or other types of easement.

e. Outdoor displays shall not be located within any required parking areas, parking spaces, loading areas, fire lanes, vehicular traffic aisles, or customer pick-up lanes.

f. Outdoor displays shall not impede pedestrian walkways or vehicular aisles.

g. Outdoor storage shall comply with Outdoor Storage, Accessory (Section 3.06.04I).

L. Manufacturing, prefabricated buildings

1. Defined

a. An establishment engaged in the manufacture of prefabricated buildings that are transported to a project site. Buildings types include log homes, tiny homes, sheds, shade structures, kit houses, and other specialized prefabricated building types.

2. Use Standards

a. On-site sale of prefabricated homes is permitted.

b. Outdoor display areas and associated pedestrian and vehicular circulation areas shall consist of an all-weather surface.

c. Outdoor displays shall not be located within any required setback.

d. Outdoor displays shall not be located within a drainage or other types of easement.

e. Outdoor displays shall not be located within any required parking areas, parking spaces, loading areas, fire lanes, vehicular traffic aisles, or customer pick-up lanes.

f. Outdoor displays shall not impede pedestrian walkways or vehicular aisles.

g. Outdoor storage shall comply with Outdoor Storage, Accessory (Section 3.06.04I).

M. Outdoor sales, primary

1. Defined

a. A facility where the predominant use is for sales of products or equipment that are not typically housed in a building or structure such as garden supplies, vehicles, farm equipment, or similar products.

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2. Use Standards

   a. Outdoor display areas and associated pedestrian and vehicular circulation areas shall consist of an all-weather surface.

   b. Outdoor displays shall not be located within any required setback.

   c. Outdoor displays shall not be located within a drainage or other types of easement.

   d. Outdoor displays shall not be located within any required parking areas, parking spaces, loading areas, fire lanes, vehicular traffic aisles, or customer pick-up lanes.

   e. Outdoor displays shall not impede pedestrian walkways or vehicular aisles.

   f. Outdoor storage associated with outdoor sales shall comply with Outdoor Storage, Accessory (Section 3.06.04I).

   g. Outdoor sales yards shall be screened from adjacent residential uses on the side and rear of the lot.

   h. Outdoor storage areas shall be separated from public outdoor display and sales areas by a fence or gate or other similar barrier or feature.

N. Outdoor storage, primary

1. Defined

   a. A facility where the primary use is for storage of equipment and material for a specialized trade related to wildland firefighter equipment, contractor storage, construction equipment, electric and plumbing equipment, glass, painting and decorating, welding, water well drilling, sign making, or similar uses. Can include storage of equipment, materials (including sand, road-building aggregate, or lumber), supplies and/or vehicles owned or rented by the business.

2. Use Standards

   a. All outdoor storage shall be screened from the front and from adjacent less intense uses with a screening wall or opaque fence that is at least eight (8) feet in height with an elevation differential such as a berm or grade change of at least ten (10) feet, or other similar method.

   b. Stored materials may not be stacked or stored higher than the screen.

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O. Repair services, heavy equipment

1. Defined

a. An establishment engaged in the repair of trucks, buses, agricultural equipment, construction equipment or other heavy equipment.

P. Repair services, limited

a. An establishment engaged in repairs, including but not limited to heating and air conditioning shops, and plumbing or electrical shops.

Q. Self-storage

1. Defined

a. A property that is used for renting or leasing storage space in which the occupants themselves store and remove personal property on a self-service basis.

R. Warehouse

1. Defined

a. A facility where a service is rendered to a business for the purpose of storing a product(s).

S. Welding or machine shop

1. Defined

a. An establishment with equipment and supplies for welding or machining.

2. Use Standards

a. All work shall be done entirely within an enclosed building.

b. Parts awaiting repair may not be stored outside unless screened from public view.

3.06.12 Marijuana Uses.

A. Cultivation in excess of square footage limitation

1. Defined

a. Patient caregiver cultivation (per 3.06.12C) that exceeds square footage limitations as listed in the aforementioned Subsection.

2. Use Standards

a. If a licensed patient or registered caregiver increases the number of marijuana plants, requiring more than the square footage limitations of 3.06.12C, such patient or caregiver must be in full compliance with the

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Colorado medical marijuana program as provided in C.R.S. Section 25-1.5-106(14).

(a) Such patient or caregiver may grow medical marijuana for personal use and solely to address a debilitating medical condition within the Central Business District (CBD), or Commercial (C) Zone Districts of the City;

(b) Such patient or caregiver must submit plans, obtain a building permit, and pass inspections to ensure that the CBD or C premises are in compliance with the City of Cortez's building code, state electrical code, fire code, and all other relevant life/safety codes in order to obtain a certificate of occupancy from the City of Cortez's building division;

(c) Such patient or caregiver must ensure that the premises are secure; however, within the Commercial and Central Business District settings so that no children, visitors, passersby, vandals, or anyone else not licensed to possess medical marijuana may access the premises; and

(d) The patient or caregiver must reside on premises in an living area constructed in compliance with the City of Cortez building code, state electrical code, and all other relevant life/safety codes.

(e) Reserved.

(f) Outdoor cultivation of marijuana is prohibited.

B. Medical marijuana center

1. Defined

a. Medical marijuana dispensaries are defined as commercial/retail facilities that grow marijuana for provision to, or provides marijuana to, ill state certified medical marijuana patients.

2. Use Standards

a. Medical marijuana dispensaries shall not be allowed within any residentially zoned areas and shall not be allowed as a home occupation.

b. Any medical marijuana center located within the City shall meet the distance requirements as set forth in Cortez City Code Section 4-212 distance requirements, now in effect or as may be amended from time to time excepting when an operator/owner has a licensed medical marijuana and retail marijuana establishment at the same physical location whether

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located within or outside City limits. The suitability of a location for the medical marijuana dispensary shall be determined at the time of the issuance of the first license for such dispensary. The fact that changes in the neighborhood that occur after the issuance of the first license might render the site unsuitable for a medical marijuana dispensary under this Section shall not be grounds to suspend, revoke, or refuse to renew the license for such dispensary so long as the license for the dispensary remains in effect. Nothing within this Section shall preclude the establishment of a public, private, or charter school, licensed day-care facility, licensed pre-school, or dedicated public park within one thousand five hundred (1,500) feet of a preexisting medical marijuana dispensary.

c. All medical marijuana dispensaries shall be required to obtain a City sales tax license and shall collect and remit all applicable state, county and City sales taxes in a timely manner.

d. Any medical marijuana dispensary within the City of Cortez shall be required to have a fully operational alarm system including fire alarm that must be properly maintained.

e. Medical marijuana dispensaries shall apply for a sign permit through the planning and zoning division of the City. All exterior signage associated with a medical marijuana dispensary will meet the standards established in the City of Cortez Land Use Code. In addition, no exterior signage, including window treatments over eight and one-half (8½) inches by eleven (11) inches in size shall use the word "marijuana," "cannabis," or any other word, phrase, or symbol commonly understood to refer to marijuana.

f. Each medical marijuana dispensary shall be owned and operated according to Colorado State Constitution, Statutes, and Regulations as may be amended from time to time.

g. Outdoor cultivation of marijuana is prohibited.

C. Patient and caregiver cultivation

1. Defined

a. The cultivation, production, or possession of marijuana plants for medical use by a patient or primary caregiver as such terms are defined by Article XVIII, Section 14 of the Colorado Constitution, shall be allowed in residential structures subject to the following use standards.

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2. Use Standards

a. Such cultivation, production, or possession of marijuana plants must be in full compliance with all applicable provisions of Article XVIII, Section 14 of the Colorado Constitution, the Colorado Medical Marijuana Code, C.R.S. Section 12- 43.3-101 et seq., and the Medical Marijuana Program established by C.R.S Section 25-1.5-106.

b. Such marijuana plants are cultivated, produced, or possessed within a licensed patient's or registered caregiver's primary residence, as defined in the paragraph below.

i. The patient or caregiver must reside in the primary residence where the medical marijuana is grown. Outdoor cultivation of marijuana is prohibited.

ii. The cultivation, production, or possession of such marijuana plants must not be perceptible from the exterior of the primary residence, including, but not limited to:

(a) Common visual observation, which also prohibits any form of signage;

(b) Unusual odors, smells, fragrances, or other olfactory stimulus;

(c) Light pollution, glare, or brightness that disturbs the repose of another;

(d) Undue vehicular or foot traffic, including excess parking within the a residential zone district; and

(e) Excess noise from the primary residence, which noise is created as a consequence of growing medical marijuana.

iii. Such marijuana plants shall not be grown or processed in the common areas of a multi-family or attached residential development.

iv. Such marijuana plants are used exclusively by a licensed patient for the patient's personal use and solely to address a debilitating medical condition.

v. Such cultivation, production, or possession of marijuana plants shall be limited to the following space limitations within a primary residence:

(a) Within a single-family dwelling unit (Group R-3 as defined by the International Building Code, as adopted in Chapter 6, Section 6.1 of the Cortez City Code): a secure, defined, contiguous one

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hundred fifty (150) square-foot area within the primary residence of the licensed patient or registered caregiver;

(b) Within a multi-family dwelling unit (Group R-2 as defined by the International Building Code, as adopted in Chapter 6, Section 6.1 of the Cortez City Code): a secure, defined, contiguous one hundred (100) square foot area within the primary residence of the patient or registered caregiver.

(c) Such cultivation, production, or possession of marijuana plants shall meet the requirements of all adopted City of Cortez building, life/safety codes, and other applicable state electrical and other codes.

(d) For purposes of this ordinance, "primary residence" means the place that a person, by custom and practice, makes his or her principle domicile and address and to which the person intends to return, following any temporary absence, such as vacation.

(e) Residence is evidenced by actual daily physical presence, use, and occupancy of the primary residence and the use of the residential address for domestic purposes, such as, but not limited to, slumber, preparation of and partaking of meals, regular mail delivery, vehicle and voter registration, or credit, water, and utility billing. A person shall have only one (1) primary residence. A primary residence shall not include accessory buildings.

(f) For purposes of this ordinance, "a secure" area means an area within the primary residence accessible only to the patient or primary caregiver. Secure premises shall be locked or partitioned off to prevent access by children, visitors, casual passersby, vandals, or anyone not licensed and authorized to possess medical marijuana.

D. Retail marijuana establishment

1. Defined

a. Retail marijuana establishments are defined as those establishments licensed by the state of Colorado and approved by the City of Cortez as a retail marijuana store, retail marijuana cultivation facility, retail marijuana products manufacturer or retail marijuana testing facility.

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2. Use Standards

   a. Retail marijuana establishments shall not be allowed within any residentially zoned areas and shall not be allowed as a home occupation.

   b. Any retail marijuana establishment located within the City shall follow the distance requirements as set forth in Section 4-112 distance requirements, now in effect or as may be amended from time to time, excepting when an operator/owner has a licensed medical marijuana dispensary and retail marijuana establishment at the same physical location whether located within or outside the corporate limits of the City. The suitability of a location for the retail marijuana business shall be determined at the time of the issuance of the first license for such retail marijuana establishment. The fact that changes in the neighborhood that occur after the issuance of the first license might render the site unsuitable for a retail marijuana establishment under this Section shall not be grounds to suspend, revoke, or refuse to renew the license for such retail marijuana establishment so long as the license for the retail marijuana establishment remains in effect. Nothing within this Section shall preclude the establishment of a public, private, or charter school, licensed day-care facility, licensed pre-school, or dedicated public park within one thousand five hundred (1,500) feet of a preexisting retail marijuana establishment.

   c. All retail marijuana establishments shall be required to obtain a City sales tax license and shall collect and remit all applicable state, county and City sales taxes in a timely manner.

   d. Any retail marijuana establishment within the City of Cortez shall be required to have a fully operational alarm system including fire alarm that must be properly maintained.

   e. Retail marijuana establishments shall apply for a sign permit through the planning and zoning division of the City. All exterior signage associated with a retail marijuana establishment will meet the standards established in the City of Cortez Land Use Code. In addition, no exterior signage, including window treatments over eight and one-half (8½) inches by eleven (11) inches in size shall use the word "marijuana," "cannabis," or any other word, phrase, or symbol commonly understood to refer to marijuana.

   f. Each retail marijuana establishments shall be owned and operated according to Colorado State Constitution, statutes, and regulations as may be amended from time to time.

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g. Outdoor cultivation of marijuana is prohibited.

3.06.13 Urban Agriculture.

A. Community garden

1. Defined

a. A community garden is a privately or publicly owned parcel of land used for the cultivation of fruits, vegetables, plants, flowers, or herbs by multiple users. Community gardens may be divided into separate plots for cultivation by one (1) or more individuals or may be farmed collectively by members of the group and may include common areas maintained or used by group members.

2. Use Standards

a. Community gardens and their users must comply with all federal, state, and local laws and regulations relating to the operation, use, and enjoyment of the garden premises. Site users may not introduce heavy metals or other harmful contaminants to garden or farm sites. Site users may use pesticides only to the extent permitted by law.

b. All community gardens shall be subject to the following requirements:

i. Site users must have an established set of operating rules addressing the governance structure of the garden, hours of operation, maintenance, and security requirements.

ii. Site users must have a garden coordinator to perform the coordinating role for the management of the community gardens and to liaise with the City. The name and telephone number of the garden coordinator and a copy of the operating rules shall be kept on file with the City Planning and Building Department.

iii. The land shall be served by a water supply sufficient to support the cultivation practices on site.

iv. The site must be maintained so that water and fertilizer will not drain onto adjacent property.

v. All seed, fertilizer, and animal feed shall be stored in a sealed, rodent-proof container and housed in an enclosed structure.

vi. Fences are permitted as regulated in the underlying Zone District.

vii. Compost materials from the garden or gardeners shall be stored at least five (5) feet from adjacent property, and in a manner that

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controls odor, prevents infestation, and minimizes runoff into waterways and onto adjacent properties.

c. The following accessory uses and structures shall be permitted, subject to the requirements of the currently-adopted land use code and building codes:

i. Sheds for storage of tools; greenhouses; hoophouses and cold frames in which plants are cultivated; benches; bike racks; compost or waste bins; picnic tables; children's play area; etc.

ii. Farm stands shall not be permitted on-site, and sale of community garden produce shall not be permitted on-site, without express written authority from City Council.

B. Home garden

1. Defined

a. A privately owned parcel of land used for cultivation of fruits, vegetables, plants, flowers, or herbs by the property owner or primary resident. Home gardens may be divided into multiple plots for cultivation by the primary resident. Marijuana cultivation is not permitted as part of a home garden. Backyard beekeeping and chicken keeping are also permitted.

2. Use Standards

a. Home gardens and their users must comply with all federal, state, and local laws and regulations relating to the operation, use, and enjoyment of the garden premises. Site users may not introduce heavy metals or other harmful contaminants to garden or farm sites. Site users may use pesticides only to the extent permitted by law.

b. The land shall be served by a water supply sufficient to support the cultivation practices on site.

c. The site must be maintained so that water and fertilizer will not drain onto adjacent property.

d. Fences are permitted as regulated in the underlying Zone District.

e. Compost materials from the garden or gardeners shall be stored at least five (5) feet from adjacent property, and in a manner that controls odor, prevents infestation, and minimizes runoff into waterways and onto adjacent properties. If requested by the site users, waste may be collected regularly by the City.

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f. Backyard beekeeping of less than (50) hives is permitted and subject to the following standards:

   i. Minimum lot size of one (1) acre, with a maximum of two (2) colonies per acre.

   ii. Colonies are only permitted within the buildable portion of the lot and cannot be located within the setbacks.

   iii. Each beekeeper shall ensure that a convenient source of water is available at all times to the bees.

   iv. Notification of a proposed colony shall be sent by permit applicant to all property owners within five hundred feet (500') of the hive or colony.

   v. Notification shall be sent via certified mail or certificate of mail and proof of mailing shall be submitted to the City Planning and Building Department.

g. Backyard chicken keeping is permitted and subject to the following standards:

   i. Each single-family property may keep up to six (6) chickens. Roosters are prohibited.

   ii. Chickens must be contained within the rear and side yards and may not be permitted to trespass upon another property or upon any street, alley, or other public place.

   iii. Chickens must be housed in a secured chicken coop.

   iv. The outer edge of the chicken coop/structure may not be closer than five feet from any property line.

   v. Chicken coops may not exceed the height of the surrounding property wall.

h. The following accessory uses and structures shall be permitted, subject to the requirements of the currently-adopted land use code and building codes:

   i. Sheds for storage of tools, greenhouses, hoophouses, and cold frames in which plants are cultivated, benches, bike racks, compost or waste bins, picnic tables, children's play area, etc.

   ii. Chicken coops less than 120 square feet.

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iii. Farm stands shall not be permitted on-site, and sale of home garden produce shall not be permitted on-site.

C. Urban farm

1. Defined

a. A farm where food is cultivated, processed, and distributed in or around a mixed-use, commercial, or industrial area. Urban farming is generally practiced for profit or food producing activities.

2. Use Standards

a. All urban farms shall be subject to the following requirements:

i. Site users may not introduce heavy metals or other harmful contaminants to garden or farm sites. Site users may use pesticides only to the extent permitted by law.

ii. The land shall be served by a water supply sufficient to support the cultivation practices on site.

iii. The site must be maintained so that water and fertilizer will not drain onto adjacent property.

iv. All seed, fertilizer, and animal feed shall be stored in a sealed, rodent-proof container and housed in an enclosed structure.

v. Fences are permitted as regulated in the underlying Zone District.

vi. Compost materials from the farm shall be stored at least five (5) feet from adjacent property, and in a manner that controls odor, prevents infestation, and minimizes runoff into waterways and onto adjacent properties. If requested by the site users, waste may be collected regularly by the City.

vii. The following accessory uses and structures shall be permitted, subject to the requirements of the currently-adopted Land Use Code and building codes:

(a) Sheds for storage of tools, greenhouses, hoophouses, and cold frames in which plants are cultivated, benches, bike racks, compost or waste bins, picnic tables, children's play area, etc.

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Chapter 4 – Subdivision Standards

4.01 General Provisions

4.01.1 Table of Contents.

A. 4.01 – General Provisions *(New)*

B. 4.02 - Lot and Block Standards

C. 4.03 – Street Design Standards

D. 4.04 – Easement Standards

E. 4.05 – Public Land Dedication

F. 4.06 – Required Improvements *(Combination of previous utility sections)*

G. 4.07 – Development Improvement Agreements *(New)*

H. 4.08 – Improvement Guarantee Standards *(New)*

I. 4.09 – Public and Private Partnership Agreements *(Renamed from Impact Fees)*

4.01.2 Scope and Applicability.

A. Scope. Cortez recognizes two different subdivision types, Minor and Major.

1. Minor subdivisions include all divisions of land into four (4) lots or less as well as lot line adjustments and plat amendments so long as:

a. No new streets, roads, extensions or access easements need to be widened, dedicated or developed.

b. No utilities, other than individual service lines, need to be extended to serve the parcel and the necessary utilities are in place immediately adjacent to the parcel.

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c. The resulting lots are in compliance with all zoning provisions of this code, including lot and block standards, setbacks, and uses.

d. These procedures may be utilized only one (1) time for each parcel of land. Any further subdivision shall be classified as Major.

2. Major subdivisions include subdivision of land into more than four (4) lots, and subdivisions of land into four (4) lots or less that do not meet the provisions of Section 1, a.-d. above.

3. The Zoning Administrator shall have the authority to reclassify subdivisions prior to application based upon scale of proposed development.

B. Applicability. All plats and subdivision of land within the corporate limits of the City shall conform to the following rules, regulations, and design standards, unless otherwise stated.

C. Creation of Building Site. No permit for the construction of a building or buildings upon any tract or plot shall be issued until a building site, building tract, or building lot has been created by compliance with one of the following conditions:

1. The lot or tract and is part of a subdivision plat of record, properly approved and filed in the plat records of Montezuma County, Colorado; or

2. The tract, or lot contains at least 12,000 square feet, faces a public street, and was created prior to the effective date of the original subdivision regulations of the City or prior to annexation to the City, whichever is applicable.

a. A building permit for only one main building conforming to all the requirements of this code may be issued on each such tract or lot without first complying with (1) preceding.

D. All land to be subdivided shall be zoned in accordance with this Code.

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E. Any preceding annexation process must be complete before subdivision of land.

F. All subdivisions shall conform with the monumentation and construction standards of the City of Cortez Construction Design Standards and Specifications.

G. Exemptions. The following shall be exempt from the provisions of this Chapter, subdivisions that:

1. Create parcels of land each 35 or more acres, none of which is intended for use by multiple owners;
2. Creates parcels of land, such that the land area of each parcel, when divided by the number of interests therein, results in 35 or more acres per interest;
3. Could be created by any court in this state pursuant to the law of eminent domain, or by the operation of law, or by order of any court in this state if the city is given timely notice of any such pending action by the court and given the opportunity to join as a party in interest in such proceeding for the purpose of raising the issue of evasion of this code prior to entry of the court order; and if the city does not file an appropriate pleading within twenty days after receipt of such notice by the court, then such action may proceed before the court;
4. Is caused by a lien, mortgage, deed of trust or any other security instrument subject to the conditions of subsection (3) of this section;
5. Is caused by a security or unit of interest in any investment trust regulated under the laws of this state, or any other interest in an investment entity;
6. Creates cemetery lots;
7. Creates an interest or interests in oil, gas, minerals, or water that is now and hereafter severed from the surface ownership of real property; or

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8. Is caused by the acquisition of an interest in land in the name of a family member or other persons in joint tenancy, or as tenants in common.

4.02 Lot and Block Standards

A. Lot Configuration. The lot size, width, depth, shape and orientation, shall be appropriate for the location of the subdivision and for the type of development and use proposed. The depth and width of commercial and industrial properties shall be adequate to provide for the off-street parking and circulation required by the type of use and development proposed.

B. Lot Area. All lots shall meet the minimum dimensional standards specified in Chapter 3 associated with the zoning of the property.

C. Side Lot Lines. Side lot lines shall be substantially at right angles to street lines.

D. Street Frontage. Each lot shall have access from a public street, from a private street that has legally deeded access for the newly created lot or lots, or from an alley that has secondary access from a public or private street.

E. Double Frontage Lots. Double frontage lots shall be avoided, except where essential to provide separation of residential development from traffic or to overcome specific disadvantages of topography and orientation.

F. Corner Lots. For a corner lot, the front of the lot is defined as the side with primary building entry.

G. Large Lots. Where the area is divided into large lots or tracts, for future subdivision, they shall be designed such that the alignment of future street dedications can conform to the street layout in the surrounding area and future lots can conform to the minimum standards specified by the zone district.

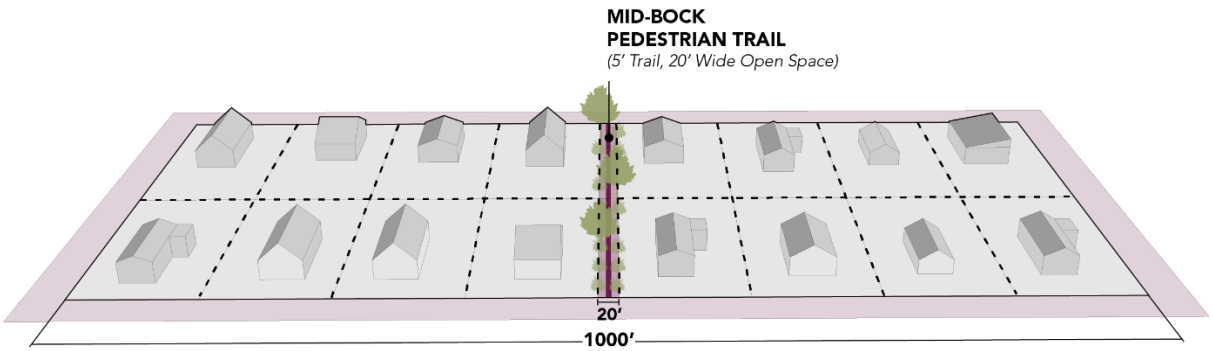
H. Residential Block Length. Blocks in residential subdivisions shall not be less than three hundred (300) feet and not more than one thousand

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(1,000) feet long except where topography and other similar conditions justify variations.

1. To break up long blocks and facilitate pedestrian crossing when blocks exceed one thousand (1000) feet in length, a mid-block pedestrian trail of not less than five (5) feet wide is recommended in a minimum twenty (20) foot wide open space tract that runs the full depth of the block from street to street.

Figure 4.1 - Mid-Block Pedestrian Trail



I. Commercial and Industrial Block Size. Blocks in commercial and industrial subdivisions shall be designed with the purpose of the lot specifically in mind and with adequate space set aside for off-street parking and loading purposes as required by this Code.

4.03 Street Design Standards

A. Street Layout and Classification. All new streets shall conform to the layout and classifications identified in the City of Cortez Master Street Plan. Where the layout of streets is not shown in the Cortez Master Street Plan, the arrangement of streets in a subdivision shall either:

1. Provide for the continuation or appropriate projection to existing streets in surrounding areas by way of right-of-way acquisition by the developer; or

2. Conform to an approved Planned Unit Development.

B. Street Design and Construction. Design, construction, and maintenance of all streets shall conform with the City of Cortez

Construction Design Standards and Specifications and Table 4-1 of this Chapter.

1. Any parallel parking space within the Right-of-Way shall be a minimum of nine (9) feet wide by twenty-two (22) feet in length.
2. All bike lanes provided at the option of the applicant shall be a minimum of six (6) feet wide. The right-of-way shall be adjusted to accommodate the width of the bike lanes in addition to the required dimensional elements of Table 4-1.
    a. The City prefers the installation of buffered or protected bike lanes (cycle tracks), as defined by the latest NACTO Urban Bikeway Design Guide. While bicycle facilities are not mandatory, applicants are strongly encouraged to prioritize buffered or protected bicycle lanes whenever conditions allow to enhance safety for all roadway users. This recommendation applies to local, collector, and arterial rights-of-way. When protected and buffered bike lanes are impractical, applicants should consider conventional, striped bike lanes as a viable alternative to maintain a safe and accessible bicycling environment.

Protected Bike Lane (Preferred)	Buffered Bike Lane (Preferred)	Double Buffered Bike Lane with On-Street Parking (Preferred)	Conventional Bike Lane
			

1. Medians shall be designed and constructed per AASHTO Guidelines and the following standards:
    a. Planted medians shall contain drought tolerant or native plant material.

b. All plant material, exclusive of trees, shall have a maximum height of thirty (30) inches above the finished grade of the street to preserve visibility.

c. Trees planted in medians shall meet the Streetscape Landscape requirements per Section 5.06.3 of this Code.

d. The right-of-way shall be adjusted to accommodate the width of the median in addition to the required dimensional elements of Table 4-1.

Table 4-1: Street Design Standards

Design Features	Alley	Private Street	Local	Collector	Arterial
A – Min. Right-of-way width (ft.)	20′	36′ dedicated tract or lot′	48′	50′	62′
B - Number of lanes	—	2	2	2-3	4-5
C – Minimum Lane width (ft.)	—	10′	10′	11′ Travel Lane; 11′ Center Turn Lane	11′ Travel Lane; 11′ Center Turn Lane
D - Minimum Pavement width - curb to curb (ft.)	15′	24′	36′	38′	50′
E - Design speed (mph)	—	30	30	30	55
F - Maximum grade (%)	7%	7%	7%	7%	4%
G - Minimum centerline radius (ft.)	150′	150′	150′	150′	(State regs.)
H – Minimum sidewalk width (ft)	—	5′	5′	5′	5′

Note: All highways shall follow CDOT standards for design and construction.

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Figure 4.2 – Alley Design Standard

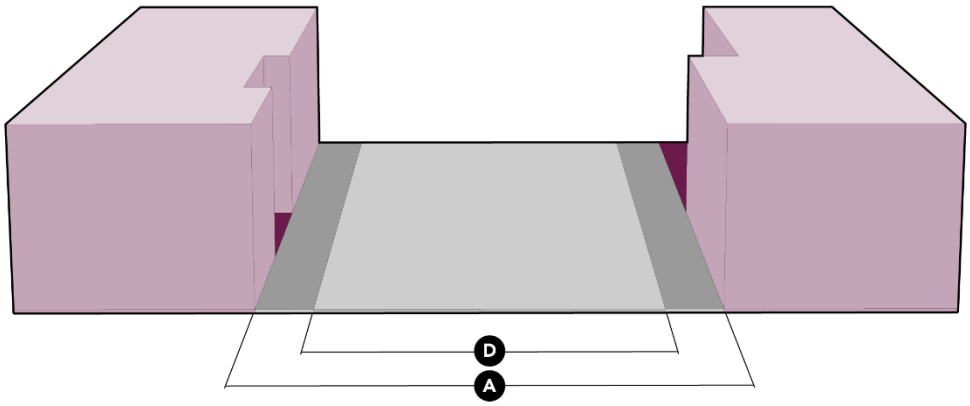


Figure 4.3 – Private Road Design Standard

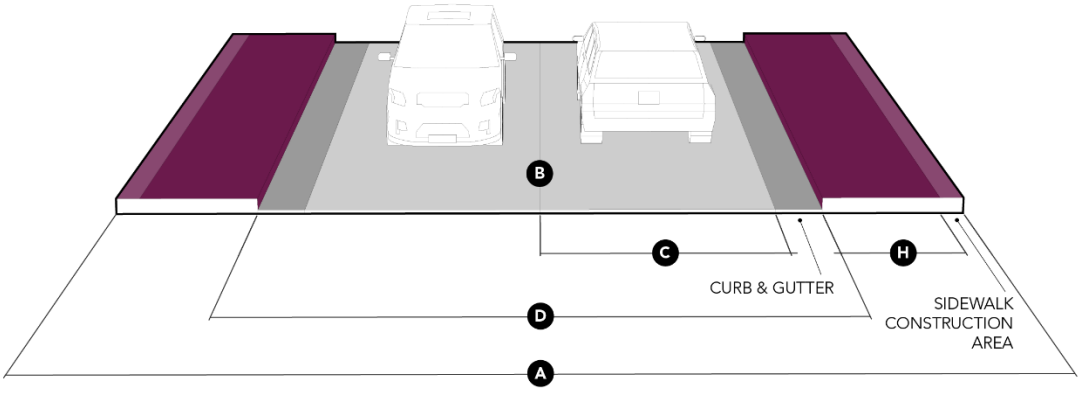


Figure 4.4 – Local Road with Parking Design Standard

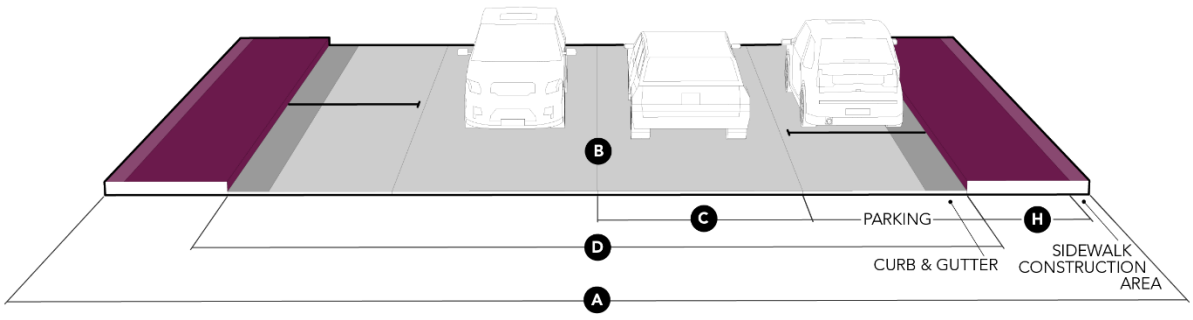


Figure 4.5 – Local Road with Parking and Bike Lane Design Standard

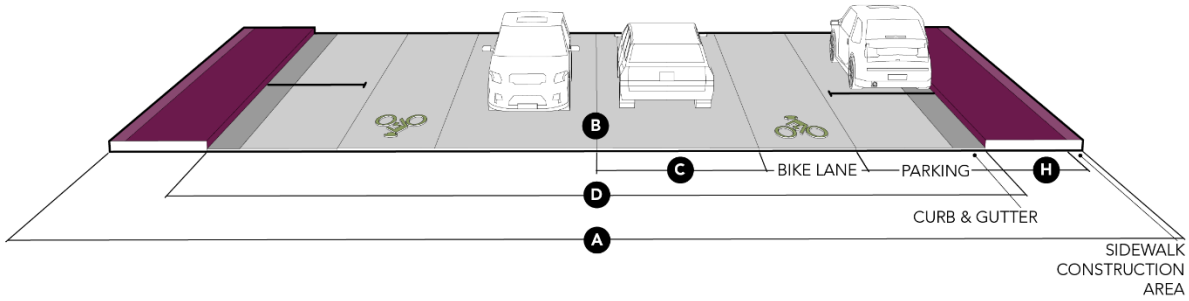


Figure 4.6 – Collector Design Standard

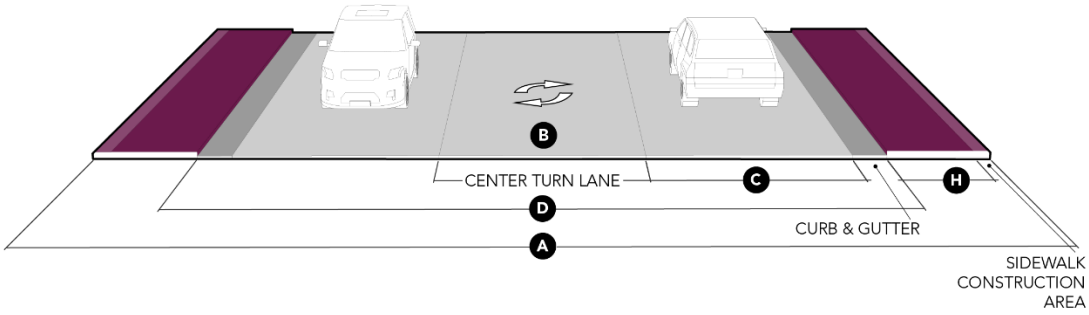


Figure 4.7 – Collector Design Standard with Parking

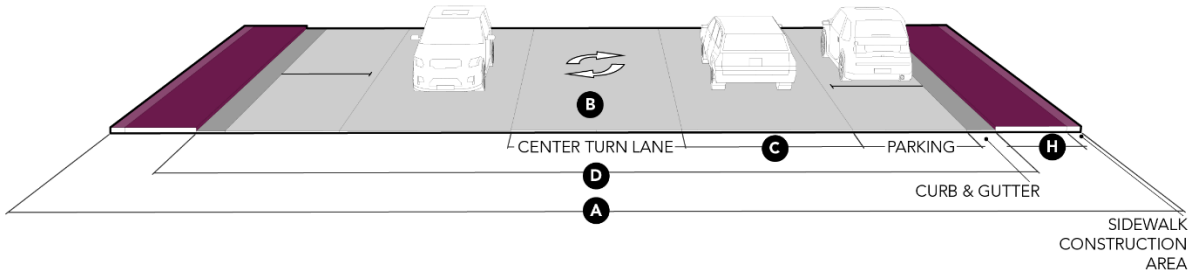
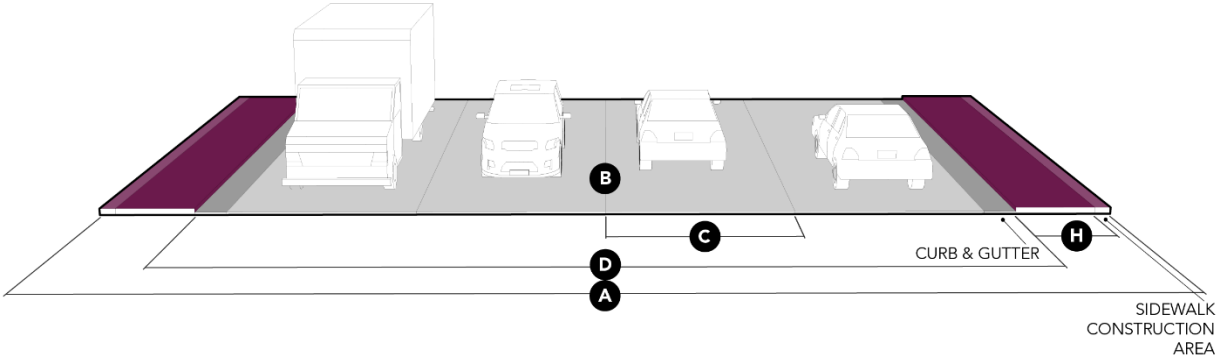


Figure 4.8 – Arterial Design Standard



C. Street Connections. The system of streets designated for the subdivision, except in unusual cases, must connect with streets already dedicated within adjacent subdivisions.

   1. Where no adjacent connections are platted, the new street must be the reasonable projection of streets in the nearest subdivided tracts and must be continued to the boundaries of the tract subdivided, so that other subdivisions may connect therewith.

   2. Reserve strips shall not be permitted in any subdivision unless such reserve strips are conveyed to the City in fee simple.

D. Emergency Access. Any subdivision with more than twenty (20) residential units or sixty thousand (60,000) square feet of commercial development shall provide two (2) separate points of access to the public road network for emergency response.

   1. All subdivision gates shall include an emergency access mechanism or breakaway device and be set back from the intersecting street by a minimum of thirty (30) feet to allow emergency vehicles to pull off the intersecting road without impeding the flow of traffic.

E. Residential access shall be from public local or private streets, or alleys. Access from collector or arterial streets may be granted by the Public Works Director if it can be determined that public health and safety will not be impeded.

F. Nonresidential access shall be from public arterial, collector, or local streets.

G. All access shall adhere to the dimensional standards of Section 5.03.

H. Half Streets. Half streets shall be prohibited unless they are for the purpose of increasing the width of an inadequate existing right-of-way.

I. Street Intersections. More than two (2) streets intersecting at a point shall be avoided, except where it is impractical to secure a proper street system otherwise.

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J. Street Intersection Angle. All streets shall intersect at an angle as close to ninety (90°) degrees as possible and in no case shall the intersection angle be less than sixty degrees (60°).

K. Street Jogs. Steets shall have a minimum centerline offset one hundred twenty-five (125) feet.

L. Cul-de-Sacs. Cul-de-sacs shall be discouraged, as they do not result in a continuation of or conformance to existing streets or streets pattern. However, where used, cul-de-sacs shall not exceed four hundred (400) feet in length and shall have a turnaround with diameter of one hundred (100) feet.

    1. A cul-de-sac of less than two hundred (200) feet in length in a single-family residential area does not require a radial turnaround if the City engineer determines that an equally safe and convenient form of turning space is adequate for the vehicles expected to use the cul-de-sac.

M. Dead-End Streets. Dead-end streets, except for cul-de-sacs, shall be prohibited unless they are designed to connect with future streets on adjacent unplatted property. In cases where a dead-end street is provided, a temporary turnaround shall be constructed per fire code.

N. Half Streets. Half streets shall be prohibited unless they are for the purpose of increasing the width of an inadequate existing right-of-way.

O. Construction and Dedication of Public Streets. All public streets shall be constructed by the applicant and dedicated to the City per Subdivision Improvement Agreement, see Section 4.08, along with all necessary right-of-way, with no pro-rata share from the City.

P. Construction and Dedication of Private Streets. All private streets shall be constructed by the applicant and located in a tract or lot. Maintenance of the road shall be per HOA or other organized mechanism of the properties accessed from the private street.

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1. At or near the entrance of a private street, there shall be erected and maintained by the applicant, a sign having the dimensions of at least 15 inches by 21 inches (15″ × 21″) upon which is printed and clearly legible in at least two-inch (2″) letters the name of the private street and the words "PRIVATE STREET", and in at least one-inch (1″) letters the words, "NOT DEDICATED FOR PUBLIC USE OR MAINTAINED BY THE CITY OF CORTEZ.
2. If the property owners accessing the private street desire to dedicate the street to the City for public use, application shall be made to the City upon acquisition of petition of a minimum of fifty one percent (51%) of the property owners with frontage along the private street. The City Engineer and Public Works Director shall inspect the street prior to making a determination of dedication.
3. If the dedication is approved by the City, all required repairs shall be completed by the applicant prior to dedication.

Q. Ingress and Egress. Turn lanes may be required at the intersection of collector streets if traffic conditions indicate they are needed. Sufficient right-of-way shall be dedicated to accommodate such lanes when they are required.

4.03.2 Street Names and Numbers.

A. All street names shall be as established subject to approval of the Planning Commission.

B. When streets are in alignment with existing streets, any new streets shall be named according to the streets with which they correspond.

C. Streets that do not fit into an established street-naming pattern shall be named in a manner that will not duplicate or be confused with existing streets within the City or its environs.

D. Street numbers shall be assigned by the Addressing Official in accordance with the Uniform Housing Numbering System, as outlined in Chapter 6, Buildings and Uniform Codes, of the Code of the City of Cortez.

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4.04 Easement Standards

A. Utility Easements Required. Utility easements shall be provided on all development proposals per the following:

1. General utility easements ten (10) feet in width shall be provided on each side of all rear lot lines; and
2. General utility easements five (5) feet in width shall be provided on each side of lot lines. Easement may accommodate drainage as needed to ensure stormwater runoff is contained on the subject site.
3. Where the rear or side lot lines abut property outside of the subdivision on which there are no easements, the easements on the rear lot line shall be twenty feet (20') and side lot lines shall be ten (10') feet in width.
4. Water and sewer easements shall be a minimum of twenty (20) feet in width.

B. Existing easements shall be identified on the plat and coordinated with Public Works to determine the need for additional or expanded easements to meet the utility needs of the site.

C. Fire Lanes and Emergency Access Easements. Fire lanes and emergency access easements shall be a minimum of twenty-six (26) feet in width per the fire code authority.

D. Irrigation Ditch Easements. When a proposed subdivision is traversed by an irrigation ditch or channel, an access easement with minimum width of twenty feet (20'), shall be provided along a minimum of one side of the ditch or channel as measured from the top of bank, unless otherwise required by the irrigation ditch company.

E. Adjoining Areas. When easements in areas adjoining proposed subdivisions are necessary to provide adequate drainage thereof or to serve such subdivisions with utilities, the applicant shall obtain such easements.

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4.05 Public Land Dedication

4.05.1 General Provisions.

A. Purpose. To ensure that all new subdivisions designate sufficient land in appropriate areas for parks, open space, and schools to meet the demand and need of future residents. This land will be dedicated to the City, or at the option of the City, cash will be paid in lieu of dedication.

B. Applicability. Every Major Subdivision shall include dedication of land or a fee in lieu for parks, recreation, and open space, and schools in an amount established by this section. Existing subdivisions and Minor Subdivisions shall be exempt from these requirements. Building permits shall not be issued for any dwelling units or a multi-family dwelling structure until required dedication fees have been paid.

4.05.2 Public Parks, Trails, and Open Space Dedication.

A. Dedication of land for public parks, trails, and open space shall be required in the amount of four percent (4%) of the gross acreage of the subdivision development property for use as open space buffers, public trails, sport fields, playgrounds, picnic areas, or passive recreation features, etc. At the option of the City, a cash fee in lieu of land dedication may be requested.

B. Design Standards. All land dedicated to the City for public park, trails, or open space shall meet the following requirements:

1. Land dedicated for use as a recreational park shall be no smaller than five (5) acres in size with access from a public or private street.
2. Land dedicated for trails shall connect the proposed subdivision to the adjacent properties or regional trails.
3. Land dedicated for open space shall serve a functional purpose such as stormwater management, wetland mitigation, buffering for waterways, wildlife connectivity, or other similar uses.

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C. A fee in lieu of the parks, trails, and open space dedication shall be paid by all subdivision developments that do not dedicate land in accordance with this Section.

1. The required fees shall be per the adopted City fee schedule based upon one or more studies commissioned and approved by the City Council.

2. Revenues from such fees shall be used only to acquire park or open space land or construct park, recreation, or open space related capital improvements that are necessary to serve the community.

4.05.3 School Dedications.

A. Dedication of land to the School District shall be required in the amount of one percent (1%) of the gross acreage of the subdivision development property for property that is determined by the School District as usable for development of new school facilities. At the option of the City, a cash fee in lieu of land dedication may be requested.

1. The required fee per dwelling unit shall be per the adopted City fee schedule as determined by one or more studies commissioned and approved by the School District.

2. Revenue from such fees shall be held in trust and used exclusively by the School District to acquire real property for the construction of new school facilities, expansion of existing school facilities, or to reimburse the School District for sums expended to acquire such property.

B. The following shall be exempt from school land dedication or fee in lieu:

1. The construction of accessory dwelling units;

2. Nonresidential buildings or structures;

3. Multi-family units that are designed as rental product or for residential care such as group homes; or

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4. Residential development that is deed restricted for age restricted housing.
5. There shall be a 50% reduction in land dedication or fee-in-lieu for deed restricted affordable and workforce housing as defined herein.

4.06 Required Improvements

A. It shall be the responsibility of the applicant to install the required improvements outlined below in accordance with plans, specifications, Subdivision Improvement Agreement, and data approved by the City Engineer and Public Works Director.

1. Lot Pins. Lot pins shall be installed at each corner of all lots as required by state law.
2. Monuments. Monuments shall be placed at all block corners, angle points, points of curves in streets, and at intermediate points as required, and consist of material and at a depth as required by state law.
3. Streets. The applicant is responsible for improving all streets by paving, installing curbs and gutters and sidewalks per this Code and the City of Cortez Construction Design Standards and Specifications. Before any improvement is installed a grading permit shall be issued and if improvements will disturb existing pavement in the public right-of-way, a permit shall be issued by the Public Works Department.
4. Utilities. The applicant shall pay for the design, installation, and construction of all the required electric, gas, water, and wastewater necessary to serve the development. All utilities shall be placed underground, except transformers, switching boxes, terminal boxes, and similar facilities.
5. Water Supply. All municipal water service shall be subject to the requirements of the Municipal Code of the City of Cortez. All potable water lines, fire hydrants and appurtenances shall be

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designed and constructed to meet the currently applicable requirements of the City and the Cortez Code Authority. Fire hydrants shall be provided to serve new subdivisions sufficient to maintain a Class 7 fire rating by the Insurance Service Office ("ISO").

6. Sanitation. Sanitary sewer service and facilities shall be provided by and meet all requirements of the Cortez sanitation district.
7. Drainage and Stormwater Management. The applicant shall ensure that all lots drain away from any proposed structures and that such drainage does not interfere with adjoining properties or other lots in the subdivision and does not impede functionality of City infrastructure.
    a. A drainage and erosion control study shall be prepared by a licensed professional and approved by the Public Works Director.
    b. All provisions for drainage and flood control shall be established at a minimum to handle the anticipated 100-year frequency storms.
    c. Drainage structures and ditches shall be of a size and nature sufficient to carry the calculated storm water from streets, roadways and open drainage areas at a peak discharge velocity that is no more than five (5) feet per second.
    d. A five-year frequency, twenty-four-hour duration storm event should infiltrate entirely into the property within seventy-two (72) hours.
    e. Culverts shall have concrete head walls and wing walls where conditions require.
    f. Standard drop inlet catch basins shall be constructed.
    g. Where tying into existing drainage channels, outfall protection shall be required. Released sediment load shall comply with

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standards published by the Colorado Department of Health and Environment (CDPHE).

h. Detention Areas. For control of on-site drainage that may impact downstream flows from storm run-off, the applicant may be required to construct detention areas if projected runoff amounts to more than 0.05 acre feet, as determined by the drainage and erosion control study in order to meet the specifications of this section.

i. All areas disturbed by construction shall be permanently stabilized with plant material or other erosion control method as specified by the Drainage and Erosion Control Study.

8. Water Fire Suppression. For all new subdivisions, an adequate water supply for fire suppression services for new buildings shall be provided based on the standards in the adopted International Fire Code.

9. Fire Hydrants. Fire hydrants shall be installed at locations and at an interval as required by the International Fire Code.

10. Dedication of Land for Public Purposes. Land shall be dedicated by the applicant for parks, schools, open space and other public purposes in accordance with Section 4.06 of this Chapter.

11. Erosion Control. All areas disturbed during construction shall be treated to prevent erosion and sedimentation, whether by planting or other methods, according to an approved grading and erosion control plan as part of a required grading permit.

12. Other Utilities. All other utilities (i.e., electrical, natural gas, cable television, broadband, etc.) as necessary shall be installed underground to service the development.

B. Prior to acceptance of streets, drainage facilities, and water and sewer mains, the City shall cause the installations to be inspected for compliance with the approved plat and any design drawings. The City

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shall notify the applicant in writing of any changes or improvements required for such compliance.

1. If it is determined that the required improvements are not constructed in compliance with specifications, a list of specific deficiencies shall be provided to the applicant. The required changes and improvements shall be completed within sixty (60) days of notification, subject to weather conditions.
2. If it is determined that the applicant will not construct any or a portion of the required improvements or remedy the deficiencies in accordance with the construction plans, City Council may withdraw and employ from the construction security such funds as may be necessary to construct the public improvements or remedy deficiencies.

C. Inspection of underground installations shall be made by the City, or appropriate agency, prior to any backfilling.

D. The required time for the completion of all required improvements shall be two (2) years from the recording date of the final plat.

1. City Council may grant a maximum of two (2), one-year extensions provided the applicant is pursuing completion of improvements in good faith.
2. When such improvements are not completed within the required time, the City may use the collateral to complete the required improvements, withhold building permits, or revoke approval of the final plat.

E. Warranty. All workmanship and materials for all required improvements shall be warranted by the applicant for a period of two (2) years from the date of the City's acceptance of the required public improvements.

1. The applicant shall post a warranty security in an amount established by the City, at its sole discretion. The warranty security shall be for one hundred twenty-five (125) percent of the

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estimated cost of replacement. The City shall not release the warranty security until the expiration of the warranty period.

2. If any other provision of this Code or specifications adopted pursuant thereto, or the Development Improvement Agreement (DIA) requires a warranty of workmanship or materials for a different period of time or for a greater amount of construction security, that provision shall apply.
3. The inspection or acceptance of any required improvement by the City shall not relieve the applicant of their warranty of workmanship and materials.

4.07 Development Improvement Agreements (New)

A. The City shall require an applicant to execute a DIA for all required improvements to be constructed by this Code and other applicable regulations of the City.

B. DIA shall be in a format specified by the City per Appendix B, or as amended.

C. No subdivision plat shall be signed by the City or recorded, and no building permit shall be issued for development, until a DIA has been executed and construction security has been posted.

D. The DIA shall include:

1. A list of all agreed-upon required improvements;
2. An estimate of the cost of such improvements;
3. The form of construction security for the improvements; and
4. Any other provisions or conditions deemed necessary by the City to ensure that all required improvements will be completed in a timely, cost-effective manner that meets the City's engineering standards.

E. The DIA shall run with and be a burden upon the land described in the agreement.

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F. The City, at its discretion, may require the applicant to execute other agreements or contracts setting forth the plan, method, and parties responsible for the construction of any required improvements shown in the approved documents.

4.08 Improvement Guarantee Standards (New)

A. The applicant shall not install any required improvements or begin any construction prior to approval of a final plat.

B. No building permits shall be issued for building sites within a plat until all required fees have been paid and all required improvements have been installed as specified by the City of Cortez, or alternatively until acceptable assurances guaranteeing the completion of all required public improvements have been placed on file with the City of Cortez.

C. Guarantee to install improvements. The applicant shall furnish a letter of credit, subdivision bond, or evidence of cash held in escrow by the City for one hundred twenty five percent (125%) of all required improvements required along with the Final Plat for final signature prior to recordation.

1. Amount of surety. The amount of the guarantee for required improvements shall be based on a cost estimate prepared by a registered Professional Engineer and approved by the City Engineer.

D. Improvement installation timeframe. All required improvements shall be installed and accepted by the City prior to the issuance of any Certificate of Occupancy or release of held funds.

E. Security Release. When the required improvements on a plat are completed, the applicant may apply in writing for a partial or full release of the security.

1. Upon receipt of such application, the City shall inspect the completed improvements to ensure that they have been made in accordance with the plat, design drawings, and the requirements

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of these regulations. If satisfactory, the security in sufficient amount to cover the cost of the improvements will be released.

2. When all the improvements have been completed, the full security shall be released. If, however, the improvements are not properly installed, the City at its discretion shall have the power to use any of the security held to install the required improvements.

4.10 Public and Private Partnership Agreements

F. General. This section provides a means of public and private partnerships to develop and maintain desired features within the public right-of-way that go beyond what the City would normally maintain such as:

   a. Specialty landscape elements such as water features, specialty subdivision or neighborhood signage, art installations, or similar;

   b. Special pedestrian lighting; and

   c. Special or unusual structures used to distinguish entryways and landmarks in specific developments.

G. Procedure.

   A Development Improvement Agreement shall be established and finalized with the Final Plat application to define maintenance responsibilities between the City and the applicant or subsequent development entity managed through a Homeowner's Association or similar structure.

   1. Assessment of the maintenance cost, which is the difference between the base cost and any additional cost, shall be based on the following:

      a. For landscaping, a cost estimate shall be provided by the applicant and approved by the Director of Parks and Recreation.

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b. For pedestrian lighting the costs shall be based upon the costs associated with repair and replacement of standard City pole and bulb elements and shall include staff time involved in the execution of the activity.

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Chapter 5 – Site Development Standards

5.01 General Provisions

5.01.1 Table of Contents.

A. 5.01 – General Provisions *(New)*

B. 5.02 – Parking Standards

C. 5.03 – Driveways and Access *(New, separated from existing Parking Loading and Access Chapter)*

D. 5.04 – Sidewalk Standards

E. 5.05 – Fences and Walls

F. 5.06 – Landscaping and Screening

G. 5.07 – Landscape Plan Requirements

H. 5.08 – Natural Resource Protections (*New*)

I. 5.09 – Exterior Lighting *(New)*

J. 5.010 – Signs

K. 5.011 – Nuisance Standards

L. 5.012 – Development Reports

5.01.2 Scope and Applicability

A. This Chapter applies to all new development, redevelopment or property, and new use of any property within the city limits of the City of Cortez.

5.02 Parking and Loading

5.02.1 Purpose.

A. The purpose of this section is to require off-street parking and loading facilities in proportion to the parking demand for each use to ensure functionally adequate, aesthetically pleasing, and secure off-street parking. The regulations and design standards of this section are intended to accomplish the following:

1. To establish minimum requirements for the off-street parking of motor vehicles in accordance with the use established on the property;

2. To relieve congestion on streets, and to provide more fully for movement of traffic, maneuvering of emergency vehicles or street maintenance equipment;

3. To protect neighborhoods from vehicular traffic congestion generated by the adjacent nonresidential uses of land; and
4. To promote the general welfare and convenience of residential, commercial and manufacturing developments which depend upon the availability of off-street parking facilities.

5.02.2 Applicability.

A. All new development, redevelopment of a property, and any development requiring Site Plan Review shall be subject to the provisions of this Section.

B. Legally nonconforming development, as defined by Chapter 1, shall not reduce parking below the minimum required by this section unless determined feasible by an Alternative Parking Plan per Section 5.02.4.A.

5.02.3 Computing Parking.

A. The minimum number of parking spaces required for a specific development proposal shall be based on the requirements listed in Section 5.02.3.B, and the following provisions.

1. Permitted uses in the Central Business District (CBD) are not required to provide off-street parking.
2. Where questions arise concerning the minimum off-street parking and requirements for any use not specifically listed, the requirements may be interpreted as those of a similar use.
3. In computing the parking requirements for any building or development, the total parking requirements shall be the sum of the specific parking space requirements for each class of use included in the building or development. Parking requirements shall be calculated based on the usable floor area, as defined in Chapter 2, Section 2.03.
4. Fractions. When measurements determining the number of required parking spaces result in fractions, any fraction less than one-half (½) shall be disregarded and any fraction of one-half (½) or more shall be rounded upward to the next highest full number.
5. The number of parking spaces may be reduced when the land use of a building is reduced to a use for which fewer parking spaces are required.
6. When a building is expanded, or a land use is changed to increase the number of parking spaces required, the number of such spaces shall be increased to the extent practicable.

7. Residential Uses. Required parking for single-family and accessory dwelling uses may be located in garages, carports, and/or in a tandem configuration on the subject property.

B. Off-Street Parking and Loading Requirements. Off-street parking spaces shall be provided in accordance with the following minimum requirements.

Table 5.1: Off-Street Parking Requirements

Use Type	Parking Requirement for Usable Floor Area
Residential Uses	
Dwelling, accessory unit (ADU)	1 space per dwelling unit (in addition to the requirement of the principal dwelling)
Dwelling, cottage cluster or micro-home	1.5 spaces per dwelling unit
Dwelling, single-family attached, including duplex	1.5 spaces per dwelling unit
Dwelling, multi-family	1.5 spaces per dwelling unit
Dwelling, studios within multi-family units	1 space per dwelling unit
Dwelling, single-family detached	2 spaces per dwelling unit
Dwelling, deed restricted for senior housing	Parking can be reduced to 1 space per unit
Manufactured home within manufactured home park	2 spaces per dwelling unit
Accessory and Temporary Uses	
Accessory retail/service uses	1 space per 300 sq. ft.
Temporary uses	None
All other accessory uses	1 space per 400 sq. ft.
Public, Institutional and Civic Uses	
High schools, colleges, and technical schools	1 space per 4 students at max capacity, faculty, and staff
Elementary, primary, and junior high schools	2 spaces per 20 students at max capacity
Civic space, and club or lodge	1 space per 400 sq. ft. or 1 space per 4 persons at max capacity (whichever is greater), plus 1 space per 2 employees
Group homes and continuing care facilities	1 space per 2 residents plus 1 space for each employee (typical peak staff)
Religious land use	1 space per 4 persons at max capacity
All other public, institutional and civic uses	1 space per 400 sq. ft.

Table 5.1: Off-Street Parking Requirements	
Use Type	**Parking Requirement for Usable Floor Area**
Hospital or medical clinic	1 space per four beds
Transportation-Related Uses	
All transportation-related uses	1 space per 400 sq. ft.
Automobile and Related Service Uses	
All automobile and related service uses	1 space per 300 sq. ft.
Retail Uses	
Grocery Store	1 space per 200 sq. ft.
All other retail uses	1 space per 300 sq. ft.
Personal Service Uses	
Lodging facilities, including bed and breakfast, boarding or rooming house, hotel or motel, and residential hotel/hostel	1 space per guest unit, plus 1 space per 2 employees
All other personal service uses	1 space per 300 sq. ft.
Recreational and Entertainment Uses	
Theaters, including indoor and outdoor	1 space per 250 gross sq. ft. or 1 space per 4 persons at max capacity (whichever is greater), plus 1 space per 2 employees
Restaurant or bar	1 space per four seats
All other recreational and entertainment uses	1 space per 300 sq. ft.
Industrial Uses	
Utility facilities (other than offices)	1 space per employee plus 1 space per company vehicle stored on site
Office associated with industrial use	1 space per 2 employees
Warehouse	None
All other industrial uses	1 space per 800 sq. ft.

5.02.4 Adjustments to Parking Requirements.

A. Alternative Parking Plan. Applicants requesting reduced or alternative parking must submit an Alternative Parking Plan. The Alternative Parking Plan shall be included with the submitted Site Plan application and include the following:

1. Evidence of similar uses in similar contexts or other industry standard indicating a lesser number will equally or better meet the intent of this Chapter due any of the following:
    a. The proposed use can assure that fewer patrons will accessing the building than what would be accommodated by the general parking requirements in Table 5.1 for the type of use;
    b. The likelihood that patrons or tenants have reduced car ownership or drive less;
    c. The availability and practicality of walking, bicycling or transit access supporting the use; or
    d. Other transportation demand management plans proposed by the applicant.

B. Shared parking

1. Shared Parking. Shared use of required nonresidential parking spaces may occur where two or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Shared use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing with the plan application:
    a. Names and addresses of the property owners that are engaging in a shared parking agreement.
    b. A study performed demonstrating a breakdown of uses, comparing the peak times of weekday night, day, evening, and weekend day and evening hours.
    c. A map of shared parking areas along with number of parking spaces to be shared.
    d. A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.

5.02.5 Parking Location and Design Standards.

A. Off-Site Parking Location. Required off-street parking shall be provided on the same lot as the principal use. All or a portion of the required parking spaces may be located on a separate lot from the principal use per the following.

1. Parking may be located off-site within three hundred (300) feet of the lot containing the principal use.

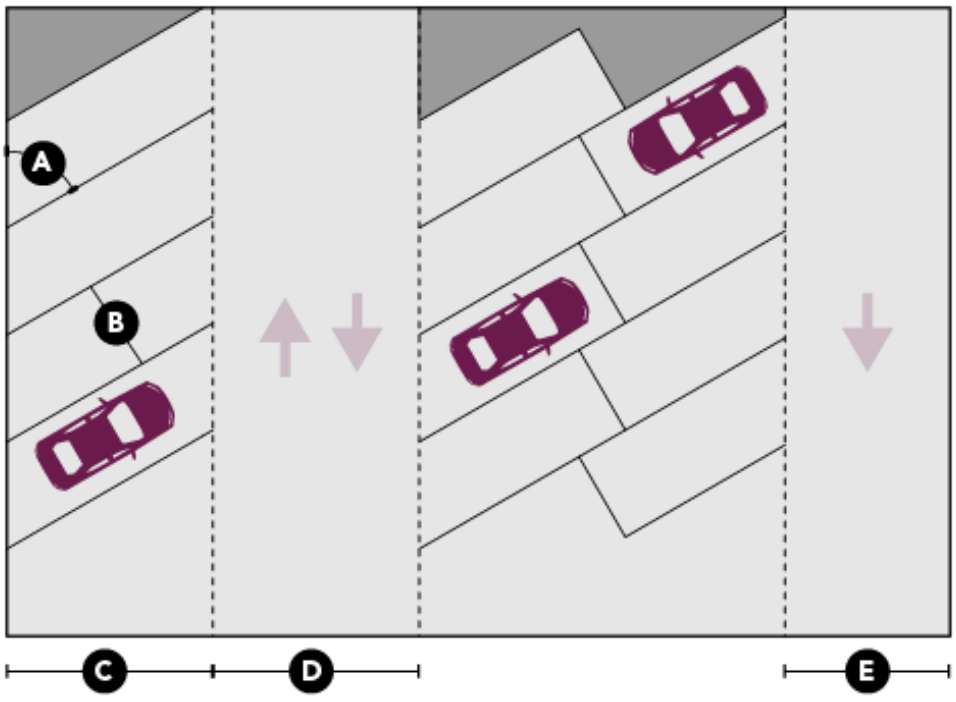
B. Access Required. All required off-street parking shall be provided with driveway access to a public street or alley. Access shall be a minimum of twenty (20) feet and a maximum of forty (40) wide.

C. Each off-street parking space shall meet the requirements of Table 5.2 below.

Table 5.2: Parking Lot Dimensional Standards

A: Parking Angle (Degrees)	B: Width of Space	C: Depth of Space	D: Width of Two-Way Aisle	E: Width of One-Way Aisle
Parallel	9′	22′	NA	NA
45°	9′	20′	20′	12′
60°	9′	20′	20′	16′
90°	9′	18′	24′	24′
90° Accessible Space	8′ with 5′ adjacent access area	18′	24′	24′

Figure 5.1 – Parking Lot Layout Standards



1. Off-street parking areas shall be constructed and maintained in conformance with the City of Cortez Construction Design Standards per the following standards:

   a. Required surface materials parking lots are those that are resistant to deterioration from weather and/or traffic and shall include, but are not

limited to: concrete, asphalt, sealed pavers or bricks, pervious pavers or bricks, or any other material that would have similar characteristics and uses. Industrial uses requiring four (4) or fewer spaces with no public access are exempt from this requirement.

b. Prohibited materials for parking lots are those that deteriorate from weather and/or traffic and shall include, but are not limited to: gravel, compacted road base, volcanic cinders, clinker rock, or any other material that would have similar characteristics. Industrial uses requiring four (4) or fewer spaces with no public access are exempt from this requirement.

c. All unpaved parking lots shall be upgraded to these standards when a Site Plan review is required (6.03.16 Site Plans). Industrial uses requiring four (4) or fewer spaces with no public access are exempt from this requirement.

d. All parking lots shall meet the drainage provisions of this Code, ensuring that all stormwater is either captured in detention ponds or low impact development features such as bioswales to protect water quality and reduce ponding within the parking lot.

2. Off-street parking areas serving commercial or industrial uses shall be landscaped and screened in accordance with requirements of Section 5.05 of this chapter.

D. Restricted Use of Required Parking Areas for Commercial Uses Only. No automobile trailers, boats, detached campers, junk vehicles or any other object that will render the parking space unusable according to the purpose of this section shall be parked or stored in off-street parking areas. Junk vehicles shall be defined as those that either (1) lack a current license or inspection sticker or (2) are wrecked and/or dismantled.

5.02.6 Off-Street Loading Requirements.

A. Design of Loading Areas. All loading areas shall comply with the following design requirements.

1. Location. No loading area shall be located within the right-of-way of a public street. Any loading dock or door shall be set back far enough from the right-of-way so that no portion of the right-of-way is occupied by trucks or other vehicles while loading or unloading. The location of the loading area shall not interfere with the free circulation of vehicles in the off-street parking area. No loading space shall be located to block access by emergency vehicles.

2. Paving Standards. The surface of all loading areas shall conform to the requirements for off-street parking areas.

5.03 Driveways and Access

A. All streets and access shall be designed per Section 4.03 of this Code.

B. Minimum Driveway Width. Driveways shall be a minimum of ten (10) feet in width for single family lots, fourteen (14) feet for multi-family lots, and twenty (20) feet for commercial and industrial lots and a maximum of thirty (30) feet for residential uses and forty (40) feet for commercial and industrial uses, or as otherwise required by the Cortez Fire Code.

C. Driveways shall provide stacking of vehicles entering or exiting the lot as adequate to the use or as required by CDOT or the City.

D. Driveway and Access Design. The surface of each primary driveway and access shall conform to the requirements for off-street parking areas.

1. Driveway from a concrete or asphalt surface onto a gravel surface shall include a concrete apron for the first twenty (20) feet of the driveway.

2. Structures with a nonconforming driveway surface shall be required to comply with these standards upon alteration, reconstruction or change in use resulting in required Site Plan Review.

E. Driveways on collector and arterial streets shall be spaced per the minimum safe stopping sight distance for the speed limit on the road, as described in the City of Cortez Construction Design Standards and Specifications.

1. Driveways that are combined to meet this provision shall include a hammer head or equivalent turn around as applicable.

F. Driveways on collector and arterial streets shall be located no closer than fifty (50) feet from the nearest street intersection.

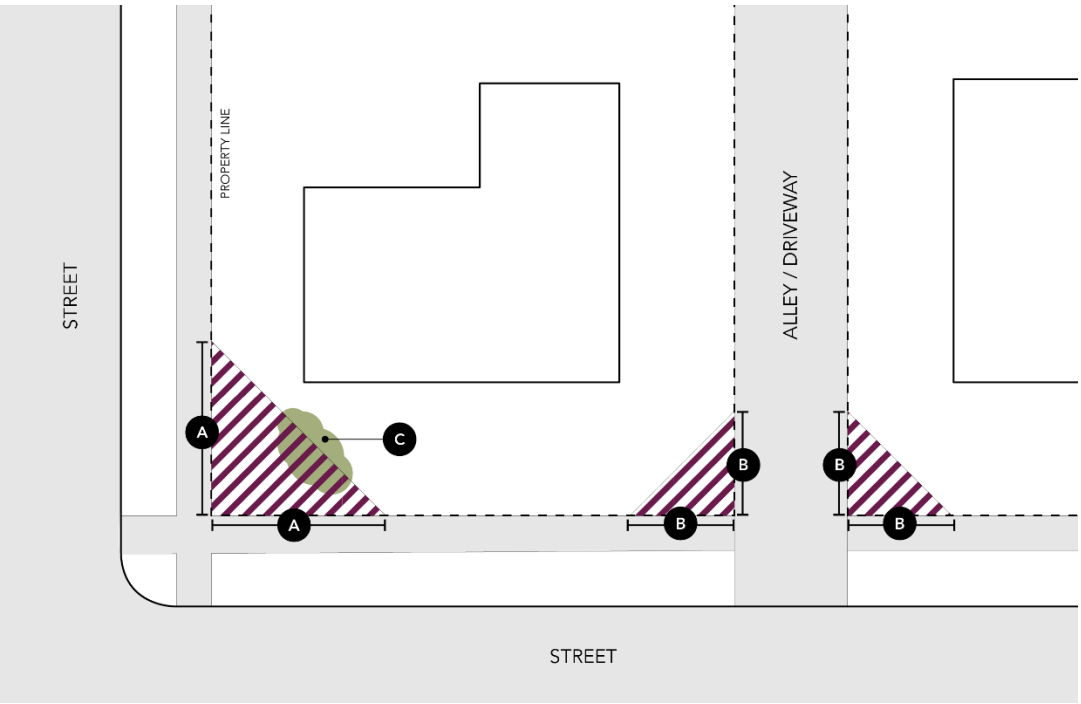
G. Vision Clearance. A vision clearance triangle shall be preserved at the intersection of all streets, alleys, and driveways to preserve line of sight across the corner meeting the following:

a. Street vision clearance shall be formed by measuring from the point of intersection twenty-five (25) feet along the property lines immediately adjacent to the street and connecting the points to create a triangle.

b. Alley and driveway vision clearance shall be formed by measuring from the point of intersection fifteen (15) feet along the property lines immediately adjacent to the street and connecting the points to create a triangle.

c. Any wall, hedge, shrub, tree, sign, or decoration placed within the vision clearance triangle shall be thirty-six (36) inches in height or less.

Figure 5.2 - Vision Clearance Standards



5.04 Sidewalks

5.04.1 General Provisions.

A. Purpose. This section is intended to ensure pedestrian access is available to serve uses that need and benefit from such access.

B. Applicability.

1. Sidewalks, curbs, and gutters shall be installed along public streets for all new development, infill development, or redevelopment.

2. If development occurs along an existing street without curb and gutter, the new development shall be responsible for construction of the sidewalk, curb, and gutter with the following exceptions:

   a. Curb, gutter, and sidewalk are not required for improvements of an individual single-family lot that is more than five hundred (500) feet from existing curb, gutter, and sidewalk improvements and not being further subdivided. There is no size limitation for this provision, however, if the lot were to be subdivided, the curb and gutter requirements would apply.

3. No certificate of occupancy shall be issued until the requirements of this section are met.

5.04.2 Design and Construction Standards.

A. Sidewalks, curbs, and gutters shall be installed in accordance with the City of Cortez Construction Design Standards.

B. Sidewalks shall be meet the following minimum width standards:

1. Nine (9) feet in width in the Central Business District (CBD) with a minimum clear zone of five (5) feet maintained at all times; and
2. Five (5) feet in width in all other districts.

C. Infill or redevelopment projects shall design and construct new sidewalks in conformance with the existing sidewalks adjacent to the development site regardless of whether they conform with the standards in this section.

D. Infill or redevelopment projects that affect the entire block face (corner to corner of a street) shall replace the existing sidewalk with a new sidewalk in conformance with this section.

5.05 Fences and Walls

5.05.1 General Provisions.

A. Purpose. The purpose of this section is to ensure that all fences and walls meet the City's height and design standards to protect the health and safety of the residents.

B. Applicability. The provisions of this Section apply to all new, infill, and redevelopment subject to Site Plan Review.

C. Fence Permit. Fences and walls may be permitted in the yards of any Zone District. A fence permit must be obtained from the Building Official prior to constructing any fence or wall. The following information shall be provided with the fence permit:

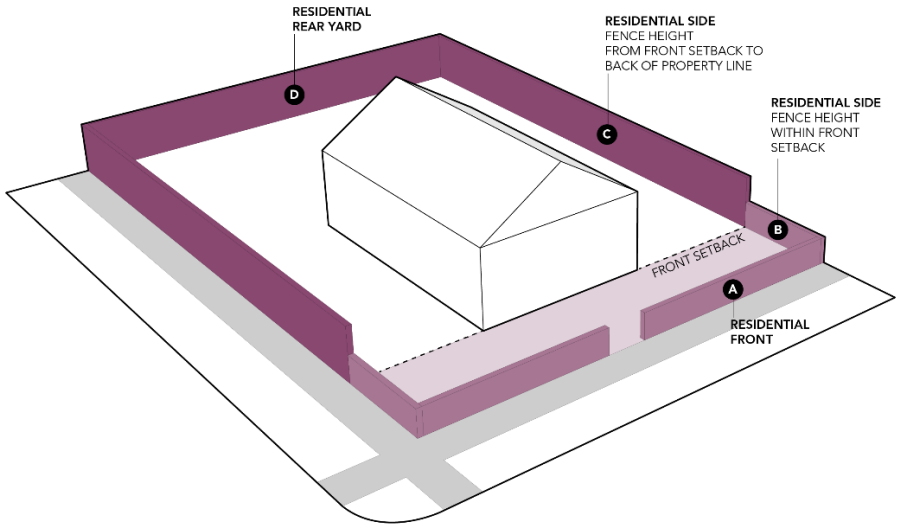
1. Description of the type and manner of proposed fence or wall construction;
2. A site plan of the lot showing property lines, building structures, streets and alleys, and the proposed fence or wall location; and
3. Proposed height of the fence or wall.

5.05.2 Design and Construction Standards.

A. Maximum fence and wall heights for any combination of fence materials within the City are as shown in the following table:

Table 5.3: Maximum Fence or Wall Height	
Residential Uses	**Height**
A. Residential—Front	4′ max within front setback
B. Residential – Side	4′ within front setback
C. Residential – Side	8′ from front setback to back property line
D. Residential—Rear yard	8′ max
Other Uses	**Height**
Commercial—Security areas	8′ max
Industrial Zone District	8′ max
Jail or correctional facilities	12′ max
Public utilities	8′ max
Public or parochial school	8′ max
Public parks and playgrounds	8′ max

Figure 5.3 – Residential Fence Height Standards



B. Fence or Wall Heights Exceptions. Public utilities may exceed the specified height limit when required by industry codes. The Building Official shall be presented with copies of such codes prior to the approval of a fence permit.

C. Property Line Determination. It shall be the responsibility of the property owner to locate all property lines. No fence may extend beyond or across a property line except with the written approval of the affected property owner.

D. Fences within the vision clearance triangle described in Section 5.03.B shall be no taller than three (3) feet in height and constructed of materials that are at least ninety percent (90%) open and do not obstruct the line of sight from a vehicle stopped at the intersection.

E. Prohibited Fences. Sharp-pointed fixtures, barbed wire or electrically-charged fences shall not be permitted anywhere in the City; provided, however, that:

1. Public utilities shall be exempt from this provision when such fence features are required by industry standards.

2. Facilities in the I, industrial district shall be exempt from the requirements of this subsection.

3. Jails, correctional facilities, law enforcement facilities, and other governmental facilities where security fencing is utilized shall be exempt from the requirements of this subsection.

F. Construction Within Rights-of-Way.

1. Any person constructing a fence or wall on the City's public right-of-way may be required to relocate that fence or wall in the future if a need arises for the public use of that right-of-way. Fences and walls may not be built upon Colorado State Highway rights-of way.

G. Location Standards.

1. Fences and walls must be placed within, or on, the property line or the subject property.

H. Construction Methods. All fence and wall construction methods must be approved by the fence permit. When available, fences will be built according to manufacturer's recommendation.

1. For wood, chain-link, and other similarly constructed fences the maximum post spacing shall be ten (10) feet. The minimum depth of posts into the ground shall be eighteen (18) inches.

2. For block fences or walls, column supports shall be a maximum of twelve (12) feet apart. The foundation requirements are piers the same dimensions, or larger, than the blocks under each column and extending at least thirty-two (32) inches below grade. A continuous footer, a minimum of six (6) inches deep by twelve (12) inches wide, with reinforcing bar shall be constructed between the piers and tied into the piers by reinforcing steel.

3. No fence shall be constructed in such a manner or be of such design, as to be hazardous or dangerous to persons or animals.

4. Retaining walls four (4) feet or higher are required to be designed and stamped by a licensed professional engineer.

5.06 Landscaping and Screening

5.06.1 General Provisions.

A. Purpose. This section is designed to provide standards for the installation and maintenance of landscaping and screening to promote the general welfare of the community. This is accomplished by establishing a long-term, well-planned program to deter erosion, improve soil health, reduce stormwater runoff, reduce heat island effect, promote water efficiency, mitigate visual conflict between different use types, and establish an attractive and healthy environmental setting within the community.

B. Applicability. This section shall apply to all new streetscapes, parking lots, and multi-family, commercial, and industrial development and redevelopment within the City limit.

C. Authority. The City Parks and Recreation Director or designee shall enforce the standards and specifications concerning the trimming, spraying, removal, planting, pruning and protection of plant material located in the public right-of-way or other public property as well as commercial and parking areas as provided herein. For the purposes of this section the term "Director of Parks and Recreation" means the Director or their duly appointed representative.

5.06.2 General Landscape Standards.

A. All plant material must meet specifications of the American Association of Nurserymen (AAN) for No. 1 grade.

B. All disturbed site areas shall be revegetated in conformance with requirements within this Section.

C. Landscapes shall adhere to the following standard xeriscape design principles to facilitate water conservation:

1. Improve the soil with organic matter;
2. Group plants with similar water needs together;
3. Use appropriate turf varieties to minimize the use of high-water bluegrass; and
4. Use bioswales, water quality ponds, and rain gardens to filter runoff from parking lots, streets, and other impervious surfaces.

D. Plant material shall consist of native and regionally adapted species with selection based on suitability to conditions of the site such as existing plant palette, soil

conditions, water requirements, and the surrounding environment. A recommended plant list is available from the City.

E. The following noxious and invasive trees species are prohibited from being planted in the City of Cortez. Existing trees are exempt.

1. Russian olive
2. Siberian elm
3. Tree of Heaven
4. Ash, Fraxinus species

F. Tree species planted under or within ten (10) feet of overhead powerlines shall have a mature height of no more than twenty-five (25) feet.

G. Trees shall be planted no closer than ten (10) feet to underground water and sewer lines and no closer than five (5) feet to electric and telecommunications lines.

H. At least fifty (50) percent of each landscaped area shall be covered in living vegetation at plant maturity, which may include shrubs, ground covers, ornamental grasses, perennials, bulbs, wildflowers, native grasses, or other waterwise grass or turf-type grass. The remainder of the area shall be covered in wood or rock mulch material so that no soil remains bare.

1. The tree canopy shall not be counted in the percentage calculation of vegetative cover.
2. Specific landscape quantity requirements are provided in Sections 5.03.6 through 5.03.3 through 5.03.6 below based on the type of use.
3. Additional screening provisions may be required per Section 5.03.7 as applicable.

I. Tree Protection. It is declared unlawful for any person, not the owner hereof, or without lawful authority to do so, to injure, willfully deface, disfigure, or destroy any tree or shrub, or to injure, destroy, cut, or pick any vegetation located on any public property.

J. All plants must be sized according to the following table:

Table 5.4: Minimum Plant Sizes

Type	Sizes
Standard deciduous trees	2 inches caliper
Small ornamental and flowering trees	1½ inches caliper
Evergreen trees	6 feet
Shrubs/ground covers	5 gallon

K. Disease Control. Upon the discovery of any destructive or communicable disease that endangers the growth, health, life, or well-being of trees in the City, the City shall require the property owner to eradicate the disease or remove the diseased tree. If the property owner fails to comply within the timeframe specified, the Enforcement and Penalty provisions of Chapter 1 shall apply.

5.06.3 Streetscape Landscape Requirements.

A. Applicability. Street trees are required to be planted along all new streets per this section.

B. Spacing and Location. All new street trees shall be spaced thirty (30) to fifty (50) feet apart as appropriate for the species considering size of tree crown at maturity.

1. Detached Sidewalks. Street trees shall be centered in the space between the sidewalk and street where the sidewalk is detached from the street.

2. Attached Sidewalks. Street trees shall be located no closer than five (5) feet to and no further than ten (10) feet from the back of the sidewalk where the sidewalk is attached to the street.

3. No street tree shall be planted within the vision clearance triangle as described in Section 5.03.B.No street tree shall be planted closer than ten (10) feet from any fire hydrant.

C. Clearance over Streets and Sidewalks. All trees adjacent to a street or sidewalk shall be trimmed by the property owner to maintain a clear height of fourteen (14) feet above the surface of the street and eight (8) feet above the surface of sidewalks.

D. Maintenance. All plant material adjacent to public sidewalks shall be maintained by the property owner so that no part of such plant material shall extend over any part of a public sidewalk of the City.

1. Any plant material causing hindrance to the general public, or in any way endangering the security or usefulness of any public street, right-of-way, highway, alley, sewer, or sidewalk, shall be declared a public nuisance and shall be remedied by the property owner.

2. If the property owner does not correct or remove such nuisance the Enforcement and Penalty provisions of Chapter 1 shall apply.

E. Tree Species. A list of recommended tree species for a variety of settings and uses shall be obtainable from the City. No conifer trees shall be permitted to be planted between the sidewalk.

5.06.4 Commercial and Multi-Family Dwelling Landscape Requirements.

A. Purpose. To ensure water conscious landscape improvements that are designed to enhance the overall appearance of the development and integrate the project with adjacent land uses and in the surrounding neighborhood.

B. Applicability. All development of Multi-Family Dwellings and Commercial Uses as listed in the Use Table in Section 3.06 shall meet the following standards. The Central Business District (CBD) is exempt from these regulations.

C. General design standards:

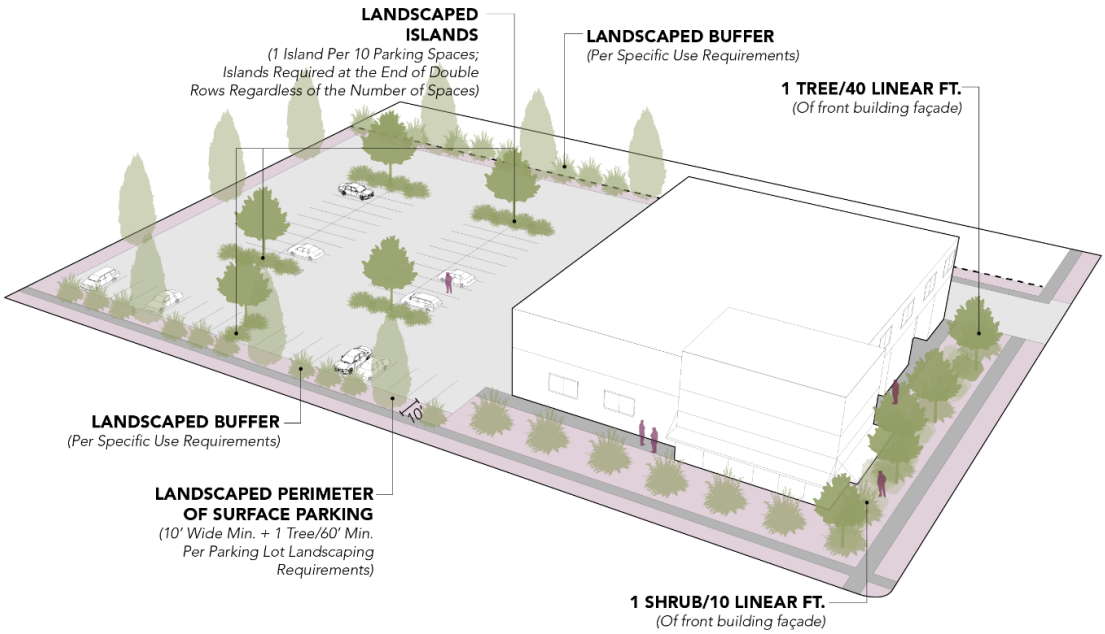
1. No more than thirty (30) percent of the total landscaped area shall be comprised of high-water use plant material, such as functional or irrigated turfgrass.

2. Landscaping is required along all front building facades to include the following:

   a. A minimum of one (1) tree per every forty (40) linear feet of the front building facade.

   b. A minimum of one (1) shrub or ornamental grass per ten (10) linear feet of the front building facade.

Figure 5.4 - Commercial and Multi-Family Dwelling Landscape Standards



3. Landscaping around the perimeter of the site shall be consistent with buffer types listed in Section 5.06.7.

4. All parking areas shall be landscaped per Section 5.06.6.

5.06.5 Industrial Landscape Requirements.

A. Purpose. To ensure landscape improvements are designed primarily at the public facing building entry to be consistent with commercial landscape standards.

B. Applicability: All development of industrial uses as listed in the Use Table in Section 3.06 shall meet the following standards.

C. General design standards:

1. Landscape areas shall include no more than thirty (30) percent of the total landscaped area comprised of high-water use plant material such as irrigated turfgrass.

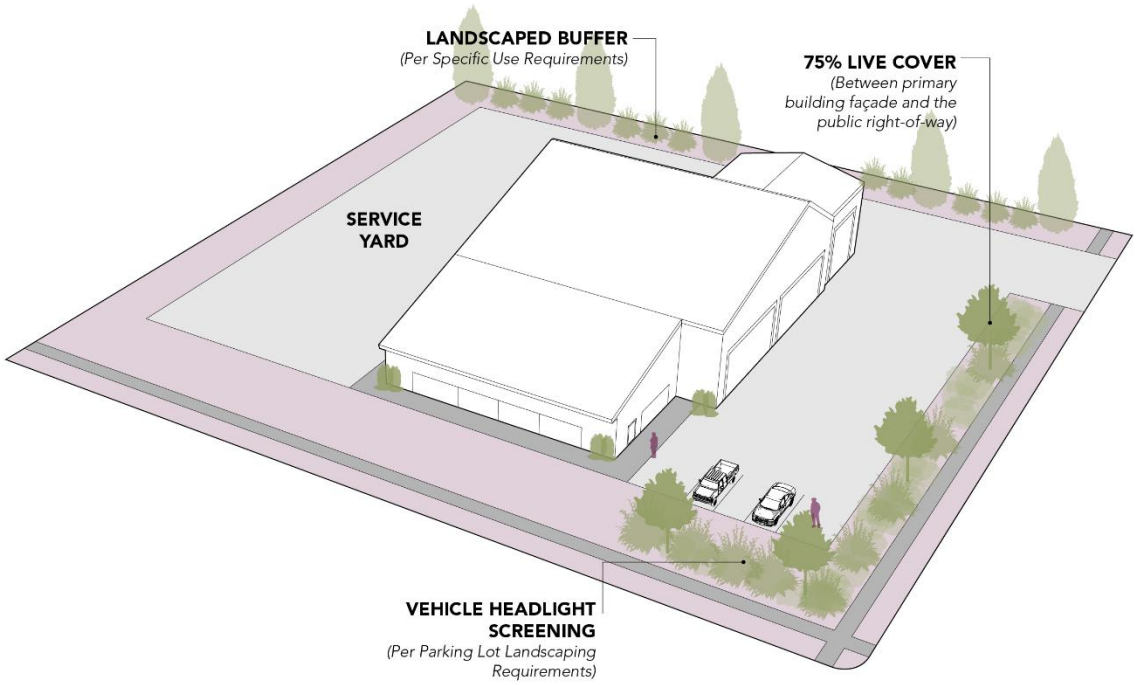
2. The area between the primary building façade and the public right-of-way shall meet the commercial design standards detailed in 5.06.4.

3. Landscaping around the perimeter of the site shall be consistent with buffer types listed in Section 5.06.7 regardless of whether a building is proposed for the site or not.

4. No perimeter planting is required along property lines that border another industrial use.

5. Parking lots shall be landscaped per Section 5.06.6 herein.

Figure 5.5 - Industrial Landscape Standards



5.06.6 Parking Lot Landscaping Requirements.

A. Purpose. Parking lot landscaping is intended to break up large expanses of pavement, create shade, buffer views of parking lots from adjacent streets and development, and enhance the overall appearance of the site.

B. Applicability: All parking lots with ten (10) spaces or more shall be subject to the following requirements.

C. General design standards.

1. No more than thirty percent (30%) of the total landscaped area shall be comprised of high-water use plant material such as irrigated turfgrass.

2. Provide a minimum of one landscape island per ten (10) parking spaces in a single row and twenty (20) spaces in a double row to meet the following:

   a. Islands shall have a minimum interior width of five (5) feet and be bound by a concrete curb;

   b. Concrete curb may have curb cuts at desired intervals to capture stormwater if low impact development approaches are being implemented on the site; and

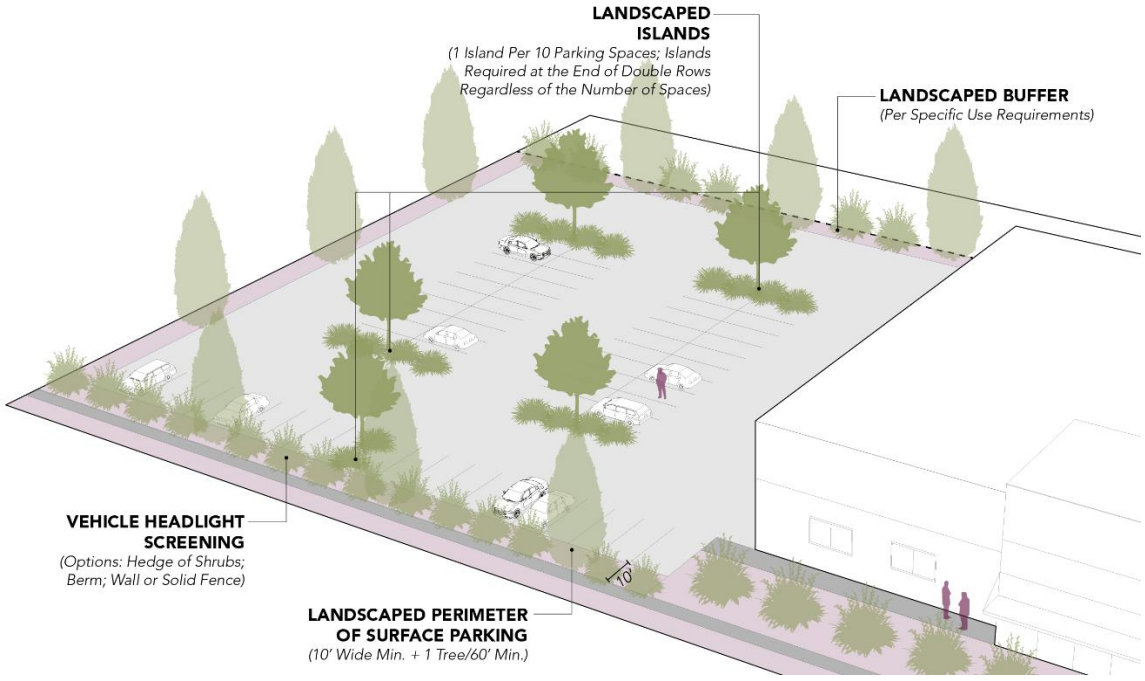
   c. Each island shall contain one (1) shade tree and shrubs or groundcover sufficient to meet the fifty (50) percent live plant material coverage requirement of Section 5.06.2.

3. Provide a minimum ten (10) foot wide landscape area at the perimeter of surface parking lots.

   a. Provide a minimum of one (1) tree per sixty (60) linear feet in front of surface parking where vehicle headlights face a ROW or neighboring properties.

   b. Provide shrubs or ornamental grasses with a minimum mature height of three (3) feet for a minimum of seventy-five (75) percent of the length of the parking lot perimeter.

Figure 5.6 - Parking Lot Landscape Standards



D. Screen headlights from adjacent rights-of-way or residential properties with one of the following options:

1. A hedge of shrubs and/or ornamental grasses with a minimum height of thirty (30) inches to screen seventy-five (75) percent of the parking lot perimeter;
2. A berm with a minimum of thirty (30) inches height; or
3. A wall or solid fence with a minimum height of three (3) feet paired with landscape material for at least fifty (50) percent of the length of the wall placed on the street or adjacent property side of the wall.

E. Maintenance of all landscaping within and adjacent to parking lots shall be the responsibility of the property owner.

5.06.7 Screening and Buffering.

A. Purpose. Screening and buffers are intended to minimize conflicts between potentially incompatible land uses and development on abutting property.

B. Applicability. Buffers shall be installed between parcels of different use when a property with a more intense use is developed or redeveloped adjacent to a property with a less intense use as described in Sections 5.03.3 through 5.03.6 and per the table below:

Table 5.5: Buffer Requirements				
	Less Intense → More Intense			
Existing Use:	New SF Residential	New MF Residential	New Commercial	New Industrial
Open Space	NA	Type A	Type A	Type B
SF Residential	NA	Type A	Type A	Type B
MF Residential	NA	NA	Type A	Type B
Commercial	NA	NA	NA	Type B
Industrial	NA	NA	NA	NA

C. General design standards:

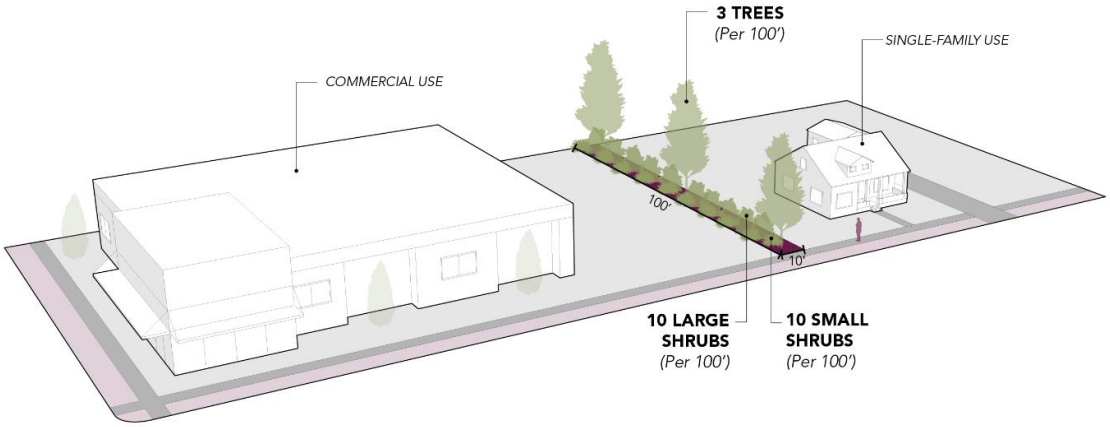
1. All required buffers shall be located along the entire property line, excluding driveways, between the two uses and entirely on the developing property's side of the required buffer.
2. Parking of vehicles and placement of buildings or structures, except for walls, fences, and landscaping, shall not be allowed in the required buffer.
3. No buffering is required where an adjacent structure is a certain distance away or there is a change in elevation of ten (10) feet or more.

D. Under no circumstances shall a fence be the only screening material as a buffer between land uses.

E. Buffer Type A shall be a minimum of ten (10) feet in width and consist of a mix of evergreen and deciduous trees, shrubs and ornamental grasses at the following rates per one hundred (100) linear feet of buffer or may be clustered if the total number of vegetation per linear foot is provided and the intent of buffering from the adjacent use is met:

1. Three (3) trees with a minimum mature height of twenty (20) feet with at least twenty (20) percent being evergreen; and
2. Ten (10) large shrubs or ornamental grasses with a minimum mature height of five (5) feet, up to thirty (30) percent shall be evergreen; and
3. Ten (10) small shrubs or ornamental grasses with a minimum mature height of two (2) feet.
4. If a six-foot high privacy fence or wall is installed, the shrub and ornamental grass requirement can be reduced by fifty (50) percent and shall be planted on the neighbor's side of the fence.

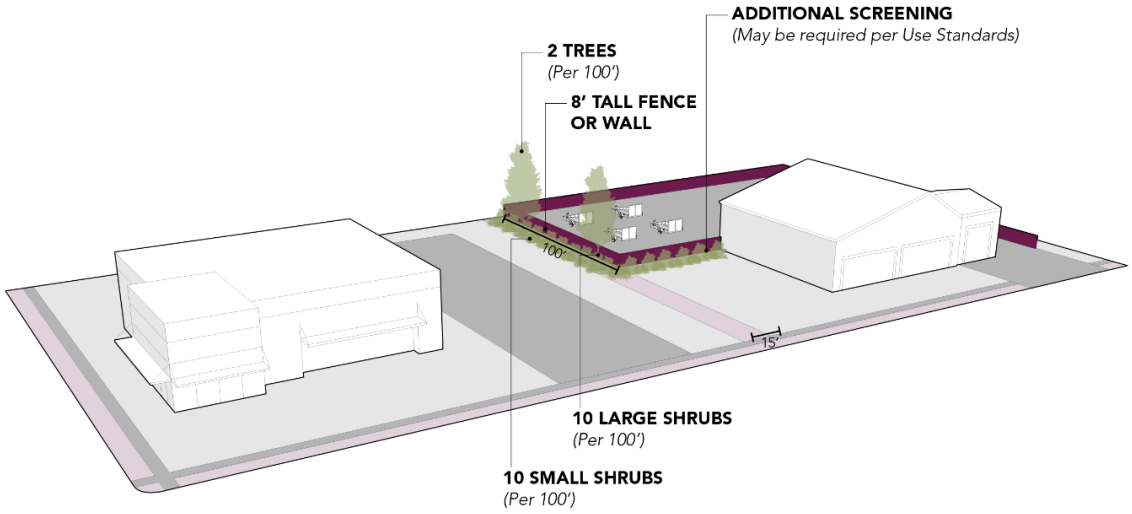
Figure 5.8 - Buffer Type A



F. Buffer Type B shall be a minimum of fifteen (15) feet in width and consist of a eight (8) foot tall solid fence or wall and a mix of evergreen and deciduous trees, shrubs, and ornamental grasses on the neighbor's side of the fence at the following rates per one hundred linear (100) feet of buffer or may be clustered if the total number of vegetation per linear foot is provided and the intent of buffering from the adjacent use is met:

1. Two (2) trees with a minimum mature height of twenty (20) feet; and
2. Ten (10) large shrubs and ornamental grassed with a minimum mature height of five (5) feet; and
3. Ten (10) small shrubs or ornamental grasses with a minimum mature height of two (2) feet.

Figure 5.9 - Buffer Type B



5.07 Landscape Plan Requirements.

A. Landscape plans pertaining to the standards of this section shall be submitted as part of the Site Plan Review and contain the following at a minimum:

1. Location of existing improvements (curbs, gutter, sidewalk, building, etc.), and existing vegetation including all trees with a diameter of one and one-half (1.5) inches or greater.
2. Location of proposed structures, parking areas, circulation ways, pedestrian way, signs, and landscaping areas.
3. A statement pertaining to percentages of lot coverage of building, parking areas and landscaping area.
4. A statement pertaining to preservation and disposition of existing vegetation.
5. Proposed landscaping showing the layout, location, size, species and spacing of trees and shrubs and the identification of the type of ground cover or ground treatment in all areas not covered by a building or pavement. Size, species, and spacing shall be by direct labeling or by a clearly understandable legend. A summary table with species, size, quantity, and total percentage of landscaped area at plant maturity, shall also be provided in addition to the landscape plan.
6. When phasing of the project is proposed, a phasing program for the landscaping may also be proposed.
7. A schematic drawing of any proposed irrigation system or note describing the proposed method of irrigation if system is to be design-build.
8. Identification of the method of reclamation for repair of cut and fill areas and other landform disruptions caused by construction.
9. Written statement of the provisions being made for the maintenance and replacement of landscaping to include mandatory replacement of any vegetation which dies within a one-year period from the time of planting.

5.08 Natural Resource Protections

5.08.1 General Provisions.

A. Purpose. The purpose of this section is to avoid developing in potentially hazardous areas and to minimize the impacts to natural resources and public health, safety and welfare.

B. Applicability. This section shall apply to all new major and minor subdivisions.

5.08.2 Buffer Standards.

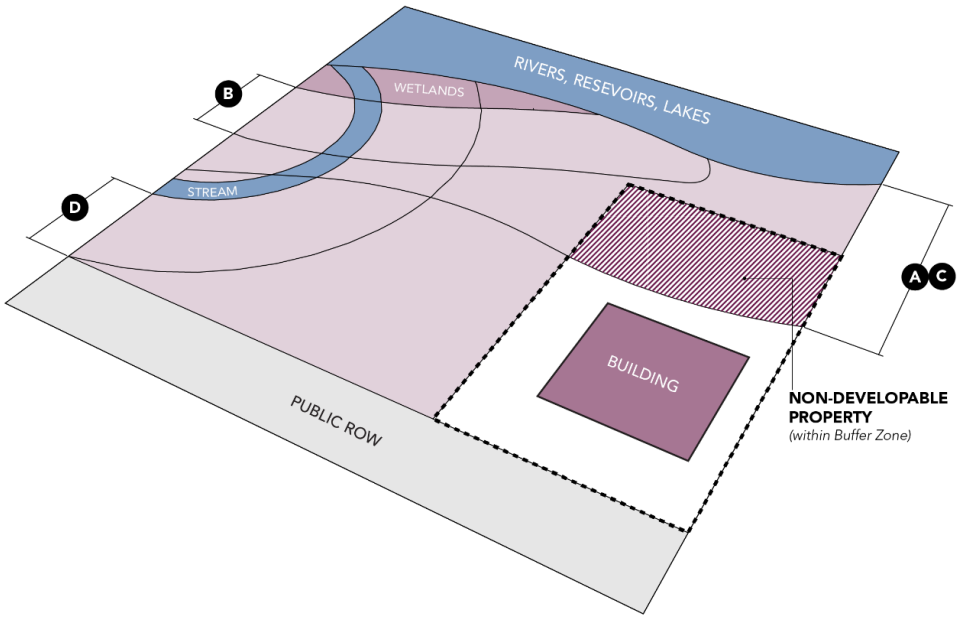
A. Buffer zones shall be required per Table 5.5 for any property containing or directly adjacent to a lake, wetland, river, or stream. Required buffer zones shall be shown on all Subdivision Plats and Site Plans.

B. Buffer Measurement Standards. Lake, stream, and river buffers shall be measured perpendicular to the feature from the ordinary high-water mark. Wetland buffers shall be measured from the edge of the delineated Wetland boundary. The area of the property that falls within the buffer zone shall remain free of permanent structures, recreational amenities, infrastructure, and site disturbances such as grading, pavement, soil disturbance, and vegetation removal in association with development activities.

Table 5.5: Buffer Measurement Standards

Existing Aquatic Feature	Minimum Required Buffer
(A) Public Lakes or Reservoirs	50 feet (excludes ponds on private property)
(B) Wetlands	30 feet
(C) Rivers	50 feet
(D) Streams (intermittent and seasonal)	30 feet (Parking areas, sidewalks, trails, may encroach into this buffer by 15 feet)

Figure 5.10 - Buffer Measurement Standards



C. Alternative Compliance. The minimum buffer may be reduced to no less than twenty (20) feet upon demonstration that site limitations constrain identifying an appropriate building site, and that the reduced buffer will not result in new or continuing water quality degradation, stream bank erosion, reduction in riparian or wetland habitat, degradation of aquatic habitat, destruction of floodplain functionality, or the endangerment of life or property due to fluvial hazards.

1. Demonstration shall be provided in a site-specific analysis prepared by a professional qualified in the areas of ecology, wildlife biology, hydrology, or other relevant discipline.

D. Development Prohibited Within the Buffer Zone. No disturbance shall occur within any buffer zone and no person shall engage in any activity that will disturb, remove, fill, dredge, clear, destroy, or alter any area, including vegetation within lakes, stream or river corridors, and wetlands.

E. Restoration. If the development intentionally or inadvertently causes any disturbance within the buffer zone, the applicant shall undertake restoration and mitigation measures within the buffer zone to include regrading and replanting of native vegetation. Any such mitigation or restoration shall be at least equal in ecological value to that which was affected as determined by a professional qualified in ecology, vegetation, wildlife biology, or other relevant discipline.

F. Exemptions. The Zoning Administrator may allow disturbance or construction activity within the buffer zone for the following limited purposes:

1. Restoration of previously disturbed or degraded areas or planned enhancement projects to benefit the natural area or feature;
2. Emergency public safety activities;
3. Utility installations when such activities and installations cannot reasonably be located outside the buffer zone or other nearby areas of development;
4. Construction of a trail or pedestrian walkway in accordance with a City-adopted trails master plan that will provide public access for educational or recreational purposes, provided that the trail or walkway is compatible with the ecological character of the natural habitat or feature, and that the proposed trail or pedestrian walkway does not erode the quality of the natural habitat; or
5. Construction or installation of recreation features or public park elements, provided that such features or elements are compatible with the ecological character or wildlife use of the natural habitat or feature, and that the proposed trail or pedestrian walkway does not erode the quality of the natural habitat.

G. Preservation of Native Vegetation. Development shall minimize disturbance of native vegetation. When native vegetation must be removed within habitat areas, it shall be revegetated with native species.

H. Revegetation and Noxious Weed Control. Areas disturbed by grading shall be revegetated or landscaped, with vegetation established and growing within two (2) growing seasons of the date of project completion, using species with a diversity of native and/or desirable non-native vegetation capable of supporting the post-disturbance land use.

5.08.3 Wetland Standards.

A. Wetland boundaries shall be established by a professional ecologist or wetland specialist using the National Wetland Inventory or other identified database or tool to indicate property within fifty (50) feet of a wetland.

1. In establishing the boundaries of a wetland, the applicant shall use soil samples, vegetation analysis, and hydrological evidence to determine the presence and classification of a wetland as naturally occurring or artificial.

2. Artificial wetlands shall be exempt from the buffer requirements of this Section.

B. Definitions.

1. Federally Designated Wetlands. Naturally occurring wetlands which are protected under the Federal Clean Water Act and shall comply with all U.S. Army Corps of Engineers development standards.

2. Artificial wetlands that are the result of intentional water conveyance such as a man-made ditch, pond, or canal, where soil, vegetation, and hydrology are not characteristic of a naturally-occurring wetland.

C. All wetlands shall adhere to the buffering standards in Table 5.5.

D. Where development is projected to impact 0.1 acre or more of a Federally Designated Wetland as defined herein, appropriate steps shall be taken to avoid or minimize impact with priority as set forth in Subsection (E) below.

E. Priority. Development impacts to wetlands shall be prioritized in the following order: avoid, minimize, and mitigate.

1. Avoid. Development shall, to the greatest extent possible, avoid impacting Federally Designated and Local Wetlands.

2. Minimize. If it is impossible for a development to avoid impacts to a Wetland, the development shall, to the greatest extent possible, minimize its impact to the Wetland.

5.09 Exterior Lighting

5.09.1 General Provisions.

A. Purpose. The intent of these standards is to promote safety and minimize the adverse offsite impacts of lighting including light trespass and glare on surrounding uses.

B. Applicability. All site lighting for subdivisions and exterior lighting for new development or redevelopment of multi-family, commercial, or industrial uses shall comply with the standards of this Section, unless exempted in Section 5.08.2 below.

5.09.2 Exemptions.

A. This section does not apply to the following:

1. Individual single-family residential properties;
2. Lighting of signs;
3. Temporary lighting of construction sites;
4. Holiday lighting and other exposed bulb-type lighting, provided that individual lamps are less than seventy (70) lumens;
5. Emergency lighting;
6. Temporary lighting for theatrical, television, and performance areas, or for special events authorized by a Temporary Use Permit; and
7. Lighting regulated by the Federal Aviation Administration.

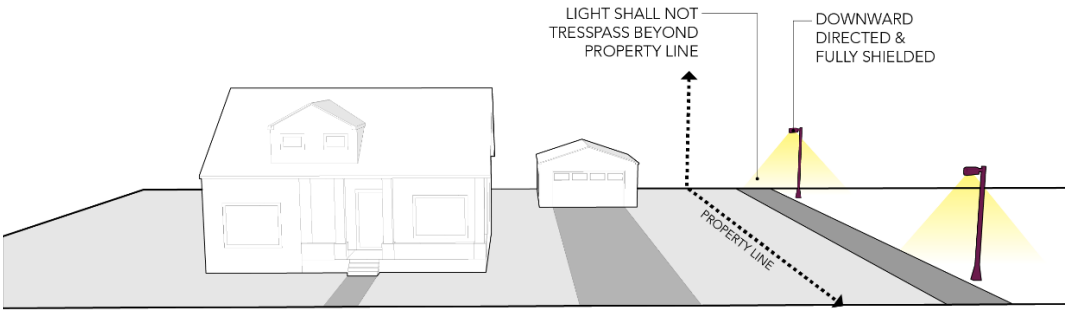
5.09.3 General Development Standards.

A. The submission of an exterior lighting plan is required for any Site Plan Review application. The plan shall include the following:

1. Show the location of all exterior lighting; and
2. Provide manufacturer's cut-sheets for all fixtures.

B. All fixtures must be downward directed and fully shielded. Existing bulbs being replaced need to provide shielding to direct light downward and conceal the light source.

Figure 5.11 - Downward Directed, Shielded Light



C. Light shall not trespass beyond the property line.

D. The color-temperature rating of fixture lamps shall not exceed three thousand (3,000) kelvin or equivalent.

E. Light levels for each individual light shall not exceed 10,000 lumens or equivalent.

F. All light fixtures shall employ automatic lighting controls that extinguish exterior lighting when sufficient daylight is available, such as timers, photo sensitive light controls, photoelectric lighting controllers, building automation systems, or a lighting energy management system.

5.09.4 Parking Lot Lighting.

A. Lighting shall be provided in parking lots with a minimum ground level illumination of five (5) lumens at any location in the lot. Lighting shall not trespass on adjoining residential areas.

5.09.5 Prohibited Lighting.

A. The following lighting types are prohibited from being installed in the City:

1. Lighting that simulates, imitates, or conflicts with warning signals, emergency signals, or traffic signals.
2. Blinking or flashing lights used to illuminate building facades or to outline buildings.
3. Searchlights, laser lights, and aerial lasers or holograms, except as necessary for official emergency services or for meteorological data gathering purposes.
4. Lighting in which any single luminaire exceeds twenty thousand (20,000) lumens.
5. Bare lamps (not housed within a fixture), except as allowed per section 5.09.

5.010 Signs

5.010.1 General Provisions.

A. Purpose. The purpose of this Section is to encourage and promote a consistent and appropriate signage element for the community. These regulations are not designed or intended to discourage or inhibit aesthetically pleasing signage design, materials, and placement.

B. Applicability. The following regulations shall govern the placement and construction of all outdoor advertising displayed within the City.

5.010.2 General Development Standards.

A. Permits. It is unlawful to erect, construct, reconstruct, alter, paint, or repaint, or change the use of any permitted sign as defined in this section without first obtaining a sign permit.

B. Sign Permit Procedures and Fees. For all sign permits required, an application shall be submitted, and a fee shall be charged to cover the costs of inspection and administration per the City's adopted fee schedule.

C. The following sign types shall require a permit:

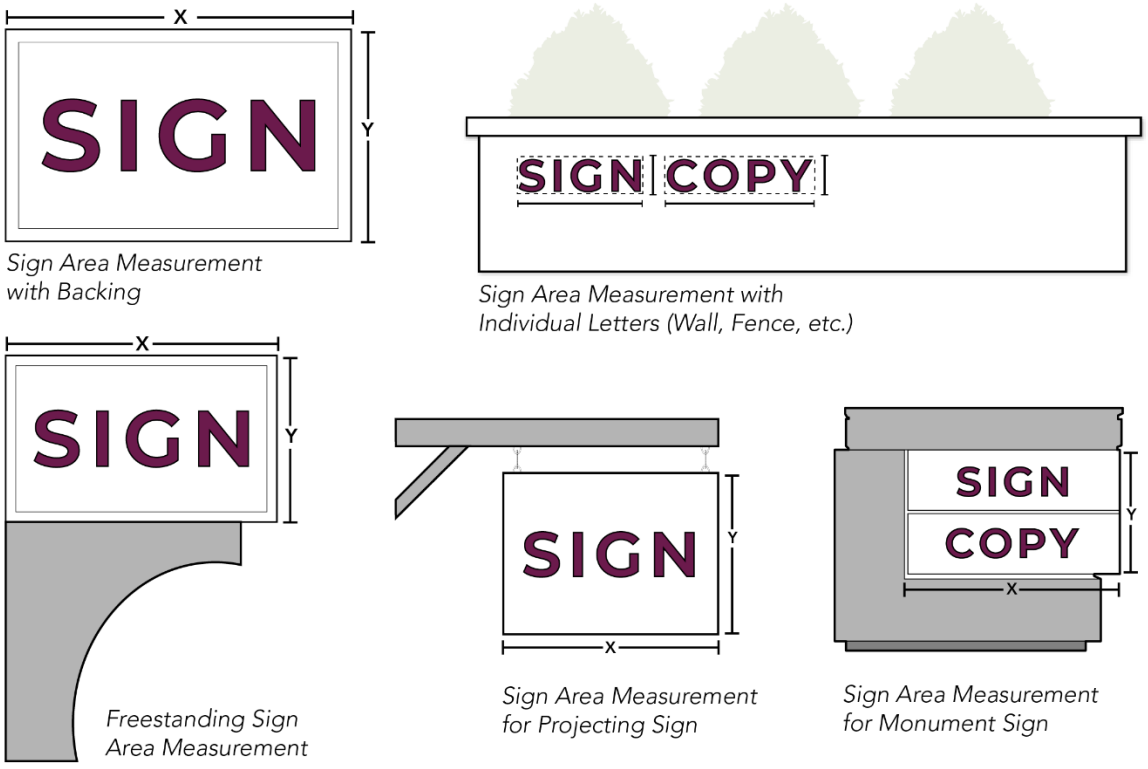
1. Permanent Signs
2. Temporary Signs
3. Electronic Messaging Signs
4. Billboards

D. Exceptions. Certain types of signs shall be exempt from the regulations of this section (see Section 2.02 of this code, Definitions): public, directional, occupant, memorial, bulletin, signs in the display window, professional, real estate, signs within buildings, political, garage sale signs, and wall signs which have less than three (3) square feet of display area.

E. Sign Area Measurement.

1. Area to be Measured. The area of a sign shall be measured in conformance with the regulations. The structure or bracing of a sign shall be omitted from measurement unless such structure or bracing is made part of the message or face of the sign. Where a sign has two (2) or more display faces, the total cumulative area of both faces shall be used in determining the area of the sign.

Figure 5.12 – Sign Measurement



F. Computations. The area of signs shall be computed by enclosing, with the smallest single continuous perimeter of the sign including the background, material, letters, numbers, or emblems which are part of the overall display. Any structures attached to the sign, such as poles, mounts, platforms, etc. are not included in calculations.

G. The following signs do not require a permit:

1. Street and lodging room numbers.
2. Temporary signs that do not exceed six (6) square feet per side and do not obstruct or impair the safety of pedestrian or vehicular traffic.
3. Signs on vehicles operated in the normal course of operations, subject to the following limitations:
    a. The vehicle shall have all required state licenses, license plates and inspection stickers and shall be operable.
    b. The vehicle shall be regularly operated, which means that the vehicle shall leave the property on a regular basis for an operational purpose and shall not be parked more than twelve (12) continuous hours at the occupant's

location except as parked or stored on a private residential lot during nonworking hours.

4. Vehicle signs shall be magnetic, have vinyl graphics or be painted directly on the vehicle.

H. The following shall be prohibited in the City of Cortez:

1. Signs that are of a size, location, movement, content, coloring or manner of illumination which may be confused with or construed as a traffic control device or which hides from view any traffic or street sign or signal.
2. Signs that have a moving part or are portable or wheeled.
3. Signs that contain or consist of ribbon streamers, strings of light bulbs, spinners, or other similarly moving devices. Feather flag signs are only permitted as temporary signs.
4. Signs that consist of spray painting on any temporary or permanent surface.
5. Any sign that obstructs the view of an official traffic sign or signal.
6. Portable signs that are not approved with a temporary sign permit.
7. Any sign that is structurally unsafe, constitutes a hazard to public health and safety.

5.010.3 Permanent Signs.

A. Permanent Sign Types.

1. Wall signs which are defined as a sign that is attached to, painted on, or erected against a wall of a building which extends no more than three (3) inches from the wall surface upon which it is attached and whose display surface is parallel to the face of the building to which the sign is attached.
2. Monument signs which are defined as any sign permanently affixed to the ground, supported by a structure used solely for that sign, and physically separated from any building or structure.
3. Roof signs which are defined as a sign or advertising object mounted on, but does not project above the surface of, the roof of a structure.
4. Projecting signs which are defined as a sign (other than a wall sign) which projects from a wall of a building no more than two (2) feet and whose display is perpendicular to the face of the building to which the sign is attached.
5. Signs Within Buildings. Any sign placed inside a building may be erected without a permit but subject to the safety regulations of the building code.

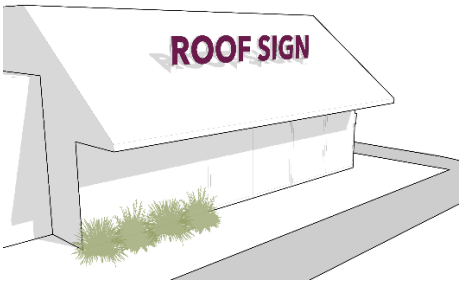
Figure 5.13 – Sign Types



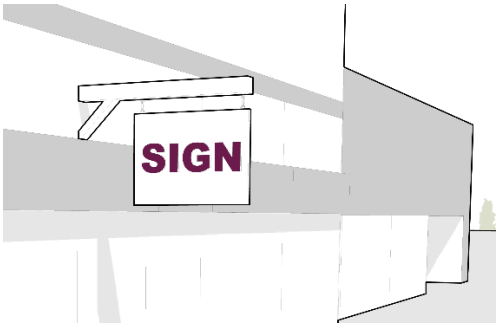
Wall Sign Example



Monument Sign Example



Roof Sign Example



Projecting Sign Example

B. Maximum Number of Signs.

Table 5.6 Sign Measurements

	Lots with a single building	Lots with multiple buildings
Number of signs per street frontage	2	1 per building 2 per street frontage for corner lots – each on a different surface
Maximum sign area for wall signs painted on the building surface or protruding no more than three (3) inches beyond the exterior wall	Unlimited	

Table 5.6 Sign Measurements		
	Lots with a single building	**Lots with multiple buildings**
Maximum sign area for wall signs protruding more than three (3) inches from the exterior wall, monument signs, roof signs, and projecting signs	1 sf per linear foot of street frontage	Divided proportionally among users, based on the users lineal feet of street frontage
	Max 128 sf per sign	Max 128 sf per sign
	Max 600 sf total sign area for the lot	Max 600 sf total sign area for the lot
Maximum height above ground for wall signs	No higher than the height of the building	
Maximum height above ground for all signs, except wall signs	Highest point of the sign shall be no more than twenty-five (25) feet above average grade	
Maximum amount of window that can be covered by signs	Fifty (50) percent	

C. Location and Clearance.

1. Monument signs shall not protrude over any public right-of-way. On a corner, ground signs shall be at least ten (10) feet back from each boundary line on that lot which it is located, provided that a clear area be maintained to a height of eight (8) feet above public right-of-way.
2. Wall signs shall be located so that a clear area to a height of eight (8) feet above grade shall be maintained.
3. Ground signs may be less than eight (8) feet in height if adequately protected by plants, landscaping, benches, etc., and the signs do not impair the vision of vehicular or pedestrian traffic.
4. Projecting signs shall be a minimum height of eight (8) feet above ground level. The sign shall not extend more than six (6) feet over the public right-of-way and it shall not be higher than four (4) feet above building face of the building, but in any case is not to exceed twenty-five (25) feet in height above grade.

D. Illumination. Permanent signs may be illuminated, but shall not exceed a total of one hundred (100) lumens per square foot of sign area.

E. Material. All permanent signs shall be constructed of durable materials capable of withstanding continuous exposure to the elements and the conditions of an urban environment.

F. Ground Signs. Ground signs will be allowed in the commercial district (C) and the Central Business District (CBD).

G. National Electric Safety Code. All permitted signs must be in compliance with the National Electric Safety Code.

5.010.4 Temporary Signs.

A. All temporary signs shall comply with the standards in this section.

1. Maximum size: thirty-two (32) square feet per sign.
2. Maximum height: twelve (12) feet.
3. Number: one for each street frontage upon which the property faces, and so placed that only one sign faces each street.
4. Ground Signs shall be set back a minimum of ten (10) feet from the property lines of the lot on which it is located, provided that a clear area be maintained between three (3) and eight (8) feet in height above the ground as measured from the top of the sidewalk.
5. Window signs shall cover no more than fifty (50) percent of a window.
6. Illumination and Animation. No illumination or animation shall be allowed.
7. Time Limit. Temporary signs shall have a time limit of six (6) months maximum, with four (4) successive renewals each of six (6) months duration at the same location upon application. Once the purpose for which the sign has been erected has been fulfilled, the permit shall be deemed void.
    i. Traffic control signs erected by proper authority shall be exempt from these regulations.
    ii. Advertising for a special City event may be erected two (2) weeks prior to the event and must be removed promptly following termination of the event. Advertising under this clause may exceed the normal size limitation for temporary signs. Pennants, banners, and posters visible from any state highway must also be approved by CDOT.

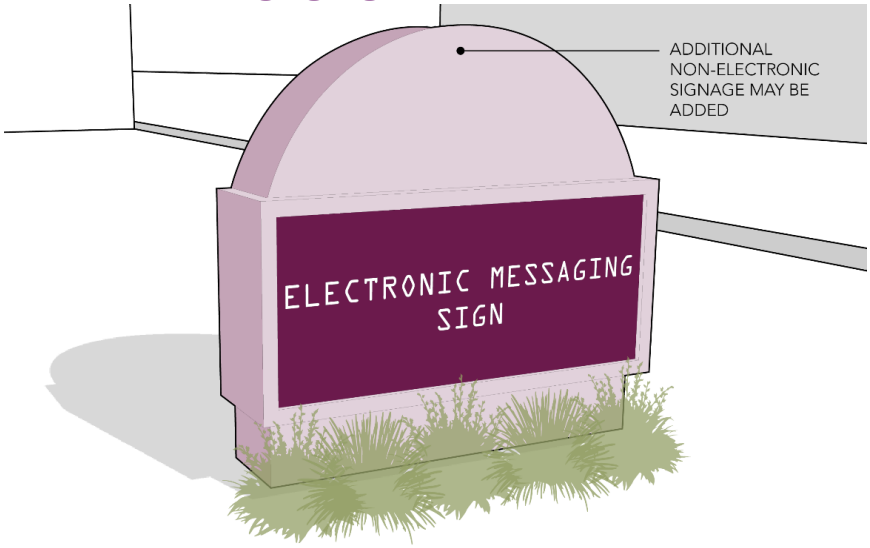
5.010.5 Electronic Messaging Signs.

A. Digital electronic message centers ("EMCs") are only permitted within the Commercial and Central Business District zones and must conform to the requirements in this Subsection.

B. Design, Spacing, and Dimensions.

1. EMCs shall not have a pixel pitch that is greater than twelve (12) mm.
2. Not more than fifty (50) percent of the sign area of a permitted sign may be occupied by EMCs.
3. Signs with EMC components shall be separated from each other, and from property zoned for single-family residential purposes, by a distance of not less than one hundred (100) feet, measured in a straight line.

Figure 5.14 – Electronic Messaging Signs



C. Operations.

1. The message displayed on an EMC shall not change more frequently than once per eight (8) seconds.
2. Flashing, animated, dissolve, or fade transitions are not allowed.
3. EMCs shall adhere to the same illumination standards as all signs with a maximum output of one hundred (100) lumens per square foot of EMC area.
4. EMCs shall be controlled by dimming software and sensors to adjust brightness for nighttime viewing and variations in ambient light. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare.

5.010.6 Legacy Billboards.

A. Annual Permits. The owner of each billboard shall apply annually, before March 31, for a current year permit. The City shall determine that such billboard is being maintained in a structurally complete and sound condition and that the display surface and materials of the sign are in good repair by determining that the information is clearly visible to the consuming public. New billboards are prohibited.

B. Size. The size of a billboard shall not exceed one hundred twenty-eight (128) square feet.

1. No billboard shall exceed a maximum height of twelve (12) feet nor a maximum width of sixteen (16) feet.

2. The base or bottom of any billboard shall not exceed a height of one (1) foot above the grade of any adjoining highway or street right-of-way at its point closest to the billboard.

5.010.7 Historic Signs.

A. Purpose. Notwithstanding any other provision of this code, the City Council retains the right to designate any number of signs within the Central Business District (CBD) and the Commercial District as historic signs. Any sign so designated shall be exempt from the nonconformance provisions of this code for so long as the historic sign: is not altered or enlarged, and is maintained in safe and satisfactory condition. Should any of these conditions occur, the historic sign designation shall cease, and said sign shall be subject to the Nonconforming Signs provisions of this code (Section 1.04).

B. Application. Any business or property owner within the CBD and C zone districts may request designation for a historic sign.

1. An application shall be submitted, accompanied by letters of support from at least three (3) other business or property owners within the CBD or C.

2. Such letters of support shall reference: the period of time which the sign has been in use, the unique characteristics of the sign that contribute to the CBD or C district; the history or upkeep and repair of the sign; the historic value of the sign; and, such other factors as may be deemed important.

3. The Zoning Administer should use the following criteria to determine the eligibility of designation:

a. The sign must be fifty (50) years old or older; and

b. The sign must be historically significant to an event, person, or business, or represent a period in development that is significant to the community, or represent a unique design feature that is considered historic; and

c. The sign shall retain its original form, design, and material; and

d. The sign shall contribute to the character of the surrounding area.

C. Revocation of Designation. If a special feature on a designated sign has been altered in such a way so as to negate the features necessary to retain designation, or if the designated historic sign has been removed from view of the public, the owner may apply to the Historic Preservation Board (Board) for a revocation of the designation or the Board shall authorize revocation of the designation in the absence of the owner's application to do so.

5.011 Nuisance Standards

A. Applicability. All uses in any district of the City shall conform in operation, location and construction to the subjective performance standards herein specified so that the public health, safety and welfare will be protected.

B. Exemption. The following are exempt from the performance standards of this section:

1. Temporary construction, excavation and grading associated with development for which applicable permits have been issued and with the installation of streets or utilities; and

2. Demolition activities that are necessary and incidental to permitted development on the same lot, on another of several lots being developed at the same time or in the public right-of-way or easement.

C. General. The location, size, design and operating characteristics of all uses shall minimize adverse effects, including visual impacts, on surrounding properties.

D. For the purposes of this section, bounding property line shall be interpreted as being at the far side of any street alley; stream or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between two (2) parcels of property shall be interpreted as the bounding property line.

E. Noise. At no point on the bounding property line of any use in any district shall the sound pressure level of any use, operation or plant produce noise above what is allowed by C.R.S. 25-12-103 which regulates acceptable noise levels for different types of land uses based on time of day.

F. Smoke and Particulate Matter. No operation or use in any district shall at any time create smoke and particulate matter that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

G. Odorous Matter. No use shall be located or operated in any district that involves the emission of odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located. The odor threshold shall be the concentration of odorous matter in the atmosphere necessary to be perceptible to the olfactory nerve of a normal person.

H. Explosives. No use involving the manufacture or storage of compounds or products that decompose by detonation shall be permitted in any district, except that chlorates, nitrates, phosphorus and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the fire marshal as not presenting a fire or explosion hazard.

I. Flammables. The storage and use of all flammable liquids and materials (e.g., pyroxylin plastics, nitrocellulose film, solvents and petroleum products) shall be permitted only when such storage or use conforms to the city's standards and regulations.

J. Toxic and Noxious Matter. Toxic or noxious matter in excess of the threshold limits set forth by the Colorado Department of Health shall not cross any property line.

K. Vibration. No operation or use in any district shall at any time create earth borne vibration that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

L. Open Storage. All open storage shall meet the provisions of Section 3.06 of this Code. No wrecking, junk, or salvage yard shall be permitted as a storage use in any district.

M. Glare. No use or operation in any district shall be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

5.012 Development Reports

A. The Following reports and studies may be required based on applicability to the project site.

1. A Drainage and Erosion Control Report prepared by a licensed professional to meet the requirements of Section 4.06 and include the following:
    a. Study shall consider intensity, duration, and frequency using rational methods and looking specifically at soil type coefficients and be prepared per Mile High Flood District guidelines.
    b. Project site, including two hundred feet beyond its boundaries;
    c. Existing contours at two-foot intervals shown as dashed lines;
    d. Proposed contours at two-foot intervals shown as solid lines;
    e. Indication of a permanent benchmark referenced to mean sea level;
    f. Projected runoff volumes for a twenty-four-hour duration, 100-year storm frequency event;
    g. Drainage system shown in plan view with estimated cubic feet per second flow for a ten-year storm;
    h. Location of all natural drainage channels and water bodies;
    i. Existing and proposed drainage easements;
    j. Type, size, and location of existing and proposed drainage structures such as pipes, tiles, culverts, retention ponds, detention areas, etc.;
    k. One hundred-year (base) flood areas;
    l. Additional grading and drainage standards may be required in the Zone A Flood Zones to satisfy Federal Emergency Management Administration requirements;
    m. Erosion Control Plan showing adequate sedimentation control which shall be accomplished throughout construction phases as well as during the ongoing operation of the use and any permanent sedimentation control structures and/or facilities to mechanically stabilize the soil (e.g., sedimentation ponds, dikes, seeding, retaining walls, rip-rap, etc.); and
    n. Flood Hazards.
2. Soil Suitability Analysis in the form of a report based on information from the National Resource Conservation Service (NRCS) of the United States Department of Agriculture (USDA) or another form acceptable to City staff including collection of soil samples. At a minimum, the report shall include:
    a. A description of soil types, locations and characteristics with supporting soil maps, soil logs of test pits and auger holes, and other information necessary to determine soil suitability for the scope of the development;

b. Constraints on development based on the findings; and

c. Analysis and evaluation of such information with recommendations regarding structural constraints, erosion control and a determination of the adequacy of the characteristics of the soil as they relate to the proposed uses and development.

3. The surface mapping report of the area shall be accompanied by a written narrative and map that is titled, dated and signed by a Colorado licensed professional engineer. The report must address the above concerns and any geological or flood hazards/limitations.

4. Subsurface soils investigations shall include a map locating test pits or auger holes.

5. The scope and detail of the soils analysis shall be determined by the Colorado licensed professional engineer.

Chapter 6 – Administration and Procedures

6.01 General Procedures

6.01.1 Table of Contents.

A. 6.01 – General Provisions *(New)*

B. 6.02 – Common Review Procedures *(New)*

C. 6.03 – Specific Review Procedures *(New)*

D. 6.04 – Other Applicable Procedures *(New)*

6.01.2 Purpose

A. This Chapter describes the review procedures for land use applications and development activity in the City of Cortez and ensures consistency and efficiency in the administration of this Code.

6.01.3 Review and Decision-Making Authorities

A. City Council

1. Organization. The City of Cortez Charter, Article III establishes the City Council and describes composition, compensation, and powers and duties.

2. Powers and Duties. The City Council shall have the following powers and duties related to this Code:

a. Review and decision-making authority on applications related to this Code as shown in Table 6.1.

b. Appoint the members of the Planning Commission; Board of Adjustment; Historic Preservation Board; and Parks, Recreation, and Forestry Advisory Board.

B. Planning and Zoning Commission.

1. Organization. The City of Cortez Code, Chapter 2, Article II, establishes a Planning and Zoning Commission known herein as the Planning Commission and describes composition, meeting protocols, and general powers and duties.

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2. Powers and Duties. The Planning Commission shall have the following powers and duties related to this Code:
    a. Review and decision-making authority on applications related to this Code as shown in Table 6.1.
    b. To make and adopt a Comprehensive Plan and coordinated three-mile planning area for the physical development of the City, subject to the approval of the City Council per C.R.S. Section 31-23-306.
    c. Grant the following approvals and actions related to nonconforming uses and structures:
        i. Reconstruction of Nonconforming Uses. Permit the reconstruction of a nonconforming building per Section 1.05.5 of this Code.
        ii. Repair of Nonconforming Uses. Permit the repair to a building that has been officially declared unsafe to restore it to a safe condition per Section 1.05.3 of this Code.
        iii. Discontinuance of Nonconforming Use. Require the discontinuance of nonconforming uses of land or structures under any plan whereby the full value of the structure and facilities can be amortized within a defined period of time, requiring the property to conform to the regulations of this Code. All actions to discontinue a nonconforming use or structure shall be taken with due regard to the property rights of the persons affected when considered in the light of the public welfare and the character of the area surrounding the nonconforming use or building and the conservation and preservation of the property.
        iv. Status of Nonconforming Uses. On its own motion or upon cause presented by interested property owners or on request of the City Council inquire into the existence,

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continuation, or maintenance of any nonconforming use within the City.

C. Board of Adjustment.

1. Organization. The City of Cortez Code, Chapter 2, Article VI, establishes a Board of Adjustment and describes membership, qualifications, compensation, and meeting procedures.

2. Powers and Duties. The Board of Adjustment shall have the following powers, and shall have the power to impose reasonable conditions to ensure compliance and protect adjacent property:

   a. To hear and decide appeals of administrative decisions where it is alleged there is error in any order, requirement, decision or determination made by an administrative official of the City in the enforcement of this Code.

   b. To hear and decide on variance applications.

   c. To grant variances from flood hazard standards. The Board of Adjustment shall follow the guidelines set forth in Chapter 8 of this Code when considering such variances.

D. Parks, Recreation, and Forestry Advisory Board.

1. Establishment. The Parks, Recreation, and Forestry Advisory Board is established as an advisory board to the City Council.

2. Powers and Duties. The Parks, Recreation, and Forestry Advisory Board (Board) shall have the following powers and duties:

   a. To study, investigate, plan, advise, report, and recommend to City Council any action, program, plan or legislation which the Board shall find or determine to be necessary or advisable for the care, preservation, trimming, planting, removal, or disposition of trees and shrubs in public ways, streets and alleys;

   b. To assist the City Council and the citizens of Cortez in the dissemination of news, educational material and information

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regarding the selection, planting and maintenance of trees within the corporate limits, whether the same be on private or public property; and

c. To make such recommendations to the City Council as to desirable legislation concerning the tree program and activities for the municipality, such as an annual Arbor Day program.

E. Historic Preservation Board.

1. See Chapter 7, Historic Preservation, of this Code.

F. Zoning Administrator.

1. Establishment. The Zoning Administrator shall be appointed by the City Manager.

2. Powers and Duties. The Zoning Administrator, or their assigned designee, shall have the following powers and duties:

a. Review and decision-making authority on applications related to this Code as shown in Table 6.1.

b. Administer and enforce the provisions of this Code.

c. Have the authority to make all interpretations of this Code and the boundaries of the Zoning District Map.

d. Administer and enforce the Floodplain Regulations (Appendix C of this Code) including those powers and duties expressly assigned to them therein. Authority may be delegated to the engineering department as appropriate.

G. Building Official.

1. Establishment. The Building Official shall be appointed by the City Manager.

2. Powers and Duties. The Building Official, or their assigned designee, shall have the following powers and duties

a. Interpret, administer and enforce the currently adopted City Construction Codes ad Building Codes.

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b. Issue Building Permits. The building official shall issue applicable permits to allow construction activities that have received Site Plan approval pursuant to the procedures in the Code and deny building permits for activities that have not received proper Site Plan approval.

c. Enforce the Land Use Code. The building official shall enforce the provisions of this Code.

d. Administer and enforce the City's adopted Fire Code, as amended.

H. City Engineer

1. Establishment. The City Engineer shall be appointed by the City Manager.

2. Powers and Duties. The City Engineer, or their assigned designee, shall have the following powers and duties:

a. Administer and enforce the portions of this Code related to engineering and public works standards.

I. City Clerk

1. Establishment. The City Clerk shall be appointed by the City Manager.

2. Powers and Duties. The City Clerk, or their assigned designee, shall have the following powers and duties:

a. File final decisions on applications within City records,

b. Submit final ordinances and associated information to the County Clerk for recording, upon receipt from applicant, and

c. File all required notifications and documentation associated with development applications per requirements of this Code.

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6.01.4 Application Procedures Summary Table

A. The following table summarizes the major review procedures for land use applications in the City of Cortez. Not all procedures addressed in this Chapter are summarized in this table. See subsequent Sections of this Chapter for additional details on each procedure.

Table 6.1: Application Procedures Summary Table

Application Type	Reference Section	Pre-Application Conference	Zoning Admin-istrator	Historic Preservation Board	Board of Adjustments	Planning Commission	City Council
		X=Required O=Optional	*R=Review/Recommendation, D=Decision, A=Appeal, - = Not Applicable <>=Public Hearing Required, Sign=No meeting, only signature on final document*				
Applicable to All Applications							
Formal Interpretation	6.03.1	Per Application	D	-	A	-	-
Applications to Amend the Land Use Code or Master Plan							
Land Use Code Text Amendment	6.03.2	-	R	-	-	<R>	<D> (two readings, no hearing at first reading)
Zone Map Amendment (Rezone)	6.03.3	X (If applicant initiated)	R	-	-	<R>	<D>
Comprehensive Plan Amendment	6.03.4	-	R	-	-	<D>	Ratify
Subdivision Applications							
Preliminary Plat	6.03.6	X	R	-	-	<R>	<D>
Final Plat	6.03.7	O	D	-	-	-	A + Sign
Minor Subdivision Plat	6.03.8	X	D	-	-	--	A + Sign

Table 6.1: Application Procedures Summary Table							
Application Type	**Reference Section**	**Pre-Application Conference**	**Zoning Admin-istrator**	**Historic Preservation Board**	**Board of Adjustments**	**Planning Commission**	**City Council**
		X=Required O=Optional	*R=Review/Recommendation, D=Decision, A=Appeal, - = Not Applicable <>=Public Hearing Required, Sign=No meeting, only signature on final document*				
Condominium Subdivision	6.03.9	X	R	-	-	R	D
Condominium Subdivision Conversion	6.03.9	X	D		-		A
Plat Amendment	6.03.10	O	D	-	-	-	A+ Sign
Vacation of Right-of-Way or Easement	6.03.11	X	R	-	-	<R>	<D> (two readings, no hearing at first reading)
Zoning Applications							
Major Site Plan	6.03.12	X	R	-	-	<R>	D
Minor Site Plan	6.03.12	-	D	-	-	-	A
Conditional Use Permit	6.03.13	X	R	-	-	<R>	<D>
Temporary Use Permit	6.03.14	-	D	-	-	-	A
Sign Permit	6.03.15	-	D	-	-	-	A
Encroachment Permit	6.03.16	-	D	-	-	-	-
Historic Landmark Designation	Refer to Chapter 7	-	R	<R>	-	-	<D>
Floodplain Development Permit	Refer to Chapter 8	-	D	-	-	-	-

Table 6.1: Application Procedures Summary Table							
Application Type	**Reference Section**	**Pre-Application Conference**	**Zoning Admin-istrator**	**Historic Preservation Board**	**Board of Adjustments**	**Planning Commission**	**City Council**
		X=Required O=Optional	*R=Review/Recommendation, D=Decision, A=Appeal, - = Not Applicable <>=Public Hearing Required, Sign=No meeting, only signature on final document*				
Planned Unit Development	Refer to Chapter 3	X	R	-	-	<R>	<D>
Other Applications							
Annexation Petition	16.03.17	X	R	-	-	-	D
Annexation Ordinance	16.03.17	-	R	-	-	<R>	<D> (two readings, no hearing at first reading)
Variance	16.03.18	X	R		<D>	-	-
Administrative Adjustments	16.03.19	-	D		-		A

6.02 Common Review Procedures

6.02.1 Pre-Application Meeting

A. Purpose. The pre-application meeting provides an opportunity for an informal review of an application to familiarize the applicant with the provisions of this Code and other relevant requirements of the City. The pre-application meeting is not a formal review of the application. The guidance and feedback provided during the pre-application meetings are not considered binding upon the application, applicant, or the City.

B. Applicability.

1. A pre-application meeting is required for all application types per Table 6.1 unless waived by the Zoning Administrator.

2. A pre-application meeting is optional for all other applications, upon the request of either the applicant or the Zoning Administrator.

C. Procedure.

1. The applicant shall request a pre-application meeting with the Zoning Administrator prior to formal application. The applicant shall provide the following information with the request for the pre-application meeting:

   a. Project narrative describing the general intent of the proposed project; and

   b. A conceptual site plan drawn to scale.

2. A pre-application meeting shall be held within ten (10) days of receipt of all necessary information unless a later date is agreed to by the applicant and the Zoning Administrator.

3. The Zoning Administrator may waive the pre-application meeting requirement if determined that the request does not warrant review prior to application submittal.

6.02.2 Application Submittal

A. Purpose. To provide a mechanism for formal review of all development applications.

B. Applicability. These requirements shall be applicable to all planning submittals unless otherwise noted within this Code.

C. Procedure. All applications shall be submitted electronically to the Planning Department.

D. Submittal Materials. All applications shall include the following information at a minimum:

1. Application. An application for development permission shall be made on official application forms provided by the Planning Department.

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2. Fees. Each application shall be accompanied by the corresponding fee as established in the City Fee Schedule as adopted by resolution of the City Council.
3. Checklist. A submittal checklist as provided for each application type shall accompany each submission unless otherwise noted. The checklist includes the various relevant documents that are to be included with the submittal and indicates the minimum requirements for each document.
4. Project Narrative and Associated Plan Documents. A project narrative and all plan documents meeting the specifications of the checklist for the corresponding application type are required.

6.02.3 Application Completeness Review

A. Purpose. To ensure all required submittal materials are included in the submission, an application completeness review will be conducted by the Zoning Administrator for each submittal prior to application review.

B. Applicability. These requirements shall be applicable to all planning submittals not including building permit applications.

C. Procedure.

1. The Zoning Administrator shall make a determination of application completeness within ten (10) business days of application filing.
2. If the application is determined to be complete, the Zoning Administrator shall communicate with the applicant, in writing, the timeframe for application review. The application shall then be processed according to the procedures set forth in this Chapter and reviewed for compliance with the applicable regulations of this Code.
3. If an application is determined to be incomplete, the Zoning Administrator shall provide notice to the applicant along with an explanation of the application's deficiencies. No further processing

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of an incomplete application shall occur, and the application shall be considered inactive until such time deficient submittals are provided.

D. Determination of Complete Application. An application shall not be considered complete unless and until all of the required information and submittal materials in the amounts and dimensions required by this Code have been submitted to and received by the Planning Department.

6.02.4 Application Review

A. Purpose. Review of the application to determine compliance with the provisions of this Code and other relevant requirements of the City.

B. Applicability. These requirements shall be applicable to all planning submittals unless otherwise noted within this Code.

C. Procedure.

1. After an application has been determined to be complete, the Zoning Administrator shall review the application and determine if it meets the standards and requirements within this Code. If adjustments are needed to meet approval, these will be communicated to the applicant in writing. The applicant will have the opportunity to amend the application and resubmit for subsequent review.

2. As part of the initial review, the Zoning Administrator shall refer the development application to the appropriate referral review agencies electronically and specify the timeframe for comments to be due back to the Zoning Administrator. The following agencies may be included as applicable to the application. Additional agencies may be sent a referral as applicable to the application.

   a. City Engineer;

   b. Cortez Fire Protection District;

   c. Cortez-Montezuma School District;

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d. City Clerk;
e. Electric Power Association;
f. Montezuma County;
g. Natural gas provider;
h. Parks and Recreation Department;
i. Public Works Department; and,
j. Telephone provider.

3. Upon an application's resubmittal for a subsequent review, it shall be reviewed by the agencies who requested revisions.
4. Once the application has satisfied the requirements of the Code and all referral agency comments the initial hearing shall be scheduled, if required, and a staff report prepared. The staff report shall be made available to the applicant and the public prior to any scheduled public hearing(s).
5. The staff report shall indicate whether, upon determination by the Zoning Administrator, the development application complies with all applicable standards of this Code.
6. For final approval, the following Sections shall apply:
   a. Section 6.02.6 shall apply to all applications approved by Planning Commission or City Council per table 6.1.
   b. Section 6.02.7 shall apply to all applications administratively per Table 6.1.
7. No application shall be scheduled for public hearing or final administrative approval without a full review for compliance with this Code and other applicable regulations.

6.02.5 Public Notice

A. Purpose. This Section outlines the public noticing requirements and procedures.

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B. Applicability. These requirements shall be applicable to all planning submittals unless otherwise noted within this Code. All public hearings required by this Code shall be preceded by the required public notices identified in Table 6.2.

Table 6.2: Public Noticing Table

Application Type	Newspaper (Digital or Print) & Website Notice	Sign Posting on Property	Mailed Notice
	(All listed as calendar days prior to public hearing)		
Land Use Code Text Amendment	10 days		
Zone Map Amendments (Rezone)	10 days	10 days	
Comprehensive Plan Amendment	10 days		
Preliminary Plat	10 days		Postmarked 12 days ahead for properties within 300'
Conditional Use Permit	10 days		Postmarked 12 days ahead for properties within 300'
Vacation of ROW and Easements	10 days		Postmarked 12 days ahead for properties within 300'
Historic Landmark Designation	Per Chapter 7		
Annexation	Per Section 6.03.17		
Appeal	10 days		Postmarked 12 days ahead for properties within 300'
Variance			Postmarked 12 days ahead for properties within 300'

C. Procedure. For every public hearing the public shall be notified of the date, time, and place of the hearing and relevant information to identify the property address and application type for which the hearing is being held. Notification requirements are as follows:

1. Newspaper and Website Notice. The City shall publish notice of the public hearing in a newspaper of general circulation within the

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City, as well as on the City's website, at least ten (10) days prior to the hearing as established per Table 6.2.

2. Posted Notice. The applicant shall post notice of the public hearing on the subject property in a location visible from the nearest adjacent public right-of-way as established per Table 6.2
3. Mailed Notice. The City shall mail the written notice of public hearing by standard post to the address of record of all owners of real property lying within the specified distance from the property and number of days as established per Table 6.2.
4. Posting of Agenda. Posting of agendas, for all Planning Commission public meetings, work sessions and special meetings shall be a minimum of twenty-four (24) hours prior to the meeting, in accordance with C.R.S. Section 24-6-401, et seq., the Colorado Open Meetings Law, as it may be amended. Meeting notice shall be posted at City Hall in a location visible to the public and on the City's website.
5. All notices published in the newspaper, posted on the City's website, and mailed to property owners, shall contain, at a minimum, the following information:
    a. The name of the owner and the applicant;
    b. The property's street address and legal description;
    c. A vicinity map showing the subject property;
    d. The type of application approval sought and a brief description of the development proposal;
    e. The date, time, and location of the hearing and name of the decision-making body conducting the hearing;
    f. The telephone number and an email contact for the Planning Department; and
    g. Indication that more complete information about the application is available at the Planning Department.

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6. All notices posted on properties shall contain, at a minimum, the following information:
    a. The type of application approval sought and a brief description of the development proposal;
    b. The date, time, and location of the hearing and name of the decision-making body conducting the hearing;
    c. The telephone number and an email contact for the Planning Department; and
    d. Indication that more complete information about the application is available at the Planning Department.
7. The costs of all notices and advertising shall be borne by the applicant.
8. In calculating the time period for public notice, the first day of publication, posting, or mailing shall not be counted toward the total number of days required, but the day of the hearing shall be counted. If the last day of any period is a Saturday, Sunday, or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday.

6.02.6 Public Hearings

A. Purpose. This Section describes the requirements and procedures to be followed at all public hearings.

B. Applicability. All applications subject to a public hearing per Table 6.1.

C. Procedure.
    1. No public hearing shall commence, nor testimony taken, until all notice procedures as set forth in Section 6.02.5 are met.
    2. At a hearing to consider an application, the reviewing body shall review the data supplied by the applicant, review the findings and recommendations of the Zoning Administrator, and take testimony from all interested persons in attendance.

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3. All hearings before the Planning Commission and City Council shall be open to the public.
4. The applicant or their designated agent whose application is before the Planning Commission or City Council shall be present at the meeting.
5. The applicant shall offer competent evidence in support of the application sufficient to enable the reviewing body to consider the matter and make findings on the subject. The applicant has the burden of presenting all necessary and relevant information and evidence in support of the application.
6. In making its decision, the Planning Commission shall consider the recommendation of staff, the written and oral testimony presented, and the application approval criteria.
7. The Planning Commission recommendation shall be forwarded to City Council through public meeting record and the Staff Report for review at the next available City Council meeting.
8. In making its determination, City Council shall consider the recommendation of the Planning Commission, staff reports, the written and oral testimony presented, and the application approval criteria.
9. During the hearing process the reviewing body may allow for up to three continuances, totaling not more than six months, to hear the matter, so the applicant may make modifications or provide additional information and evidence in support of the application. The Zoning Administrator may provide an exemption to the limitation on continuances when a compelling reason exists as determined by the Zoning Administrator.
    a. Postponement to a Date Certain. Hearings may be continued to a date certain and kept open to take additional information until a final decision is made. The property shall be re-posted

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for a continued hearing; no further publication or mailed notice for a continued hearing is required.

b. Postponement with No Date Certain. If an application is not continued to a date certain, the application requires public notice as specified in Section 6.02.5 with payment of a notice fee per the adopted City fee schedule.

10. The record of decision shall include the following materials:

a. The application materials;

b. The minutes of the public hearing(s) and of other related meetings of the recommending and decision-making bodies reviewing the application;

c. The recording of the public hearing, if any;

d. Written materials submitted to the City by an individual or agency regarding the application;

e. The staff report;

f. Any consultant reports and referral agency comments; and

g. Documentation of decisions by the recommending and decision-making bodies.

6.02.7 Administrative Approval

A. Purpose. This Section describes the procedures for approval of administrative applications

B. Applicability. All applications subject to administrative review per Table 6.1.

C. Procedure.

1. The Zoning Administrator shall approve, deny, or approve the application with conditions as appropriate following determination that the following criteria, and any criteria of the specific application type, are met based on the evidence submitted with the application, comments from referral agencies, information on

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file with the City, and any required approvals from other decision-making bodies:

a. The application complies with all applicable provisions of this Code and other City regulations, as modified by any previously administrative adjustments or variances;

b. The application is consistent with any previous approvals and agreements related to the property; and

c. The property is not subject to provisions of a Development Agreement, which were required to be performed before the date of the subject application remains unsatisfied.

6.02.8 Post Decision Action

A. Modification or Amendment of Approval. Unless otherwise permitted in this Code, any modification of approved plans, permits, or conditions of approval shall require a new application to be submitted and reviewed in accordance with the full procedure and fee requirements applicable to the application type.

B. Recording of Decisions. Once approved, any application requiring recordation shall be filed with the City Clerk and recorded in the Office of the County Clerk and Recorder at the expense of the applicant.

1. For applications approved by the Zoning Administrator or Planning Commission, a notice of land use decision shall be issued by the Zoning Administrator.

2. For applications approved by the City Council, an ordinance or resolution shall be issued as determined by application type.

3. Documents required for recording may include approved resolutions, ordinances, or final mylar plan sets.

C. Lapse of Approval. Application approval shall be valid for a period of two (2) years from the date of approval, unless otherwise specified by vested property rights. Unless otherwise noted, authority to grant extensions shall reside with the decision-making body that granted the original approval.

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D. Extensions. A maximum of three (3) extensions of two (2) years each may be sought and approved by the Zoning Administrator per the following criteria:

1. The extension request is filed thirty (30) days prior to the lapse-of-approval deadline with adequate justification; and
2. The applicant is able to demonstrate substantial progress is being made on the application.

E. Revocation. Application approval may be revoked or suspended upon finding that the use, building, or site for which the permit was issued is substantially different than what was represented in the application or that one or more of the conditions or requirements contained in the application approval has been violated.

F. Denial and Reapplication. No application that receives decision of denial shall submit a substantially similar application within a period of one (1) year.

G. Effect of Inaction. If a review or decision-making body fails to take action on an application within the specified timeframe, such inaction shall be deemed a denial of the application unless the decision-making body grants an extension. Continuation of a public hearing or continuation of a meeting is not automatically deemed an extension. An extension may be granted by separate motion, or if desired, included in a motion to continue.

6.03 Specific Application Procedures

6.03.1 Formal Interpretations

A. Purpose. To establish a process for formal interpretation of this Code.

B. Initiation. An interpretation may be requested by any affected person, any resident or real property owner in the City, or any person having a contractual interest in real property in the City.

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C. Procedure. All Formal Interpretation applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Formal Interpretation Submittal Requirements. The following items shall be submitted at a minimum:

1. The name, address, and telephone number of the applicant.
2. A narrative describing the Land Use Code provision for which the applicant is requesting interpretation along with context to the proposed project.

E. Noticing Requirements. None required.

F. Approval Criteria.

1. The Zoning Administrator shall review this Code and the Official Zoning Map, whichever is applicable, before rendering an interpretation.
2. The Zoning Administrator may consult with the City Manager and the City Attorney, as needed; review this Code and the Official Zoning Map, whichever is applicable, before rendering an interpretation.

G. Post Approval Action.

1. The interpretation shall be in writing and shall be sent to the applicant by certified mail.
2. The Zoning Administrator shall maintain an official record of all interpretations, which shall be available for public inspection during normal business hours.
3. Any person who has made a request for interpretation may appeal the interpretation of the Zoning Administrator to the Board of Adjustment by filing an application within thirty (30) days of the Zoning Administrator's decision. The date of the decision shall be the postmark date of the certified mail notifying the applicant of the interpretation. The application shall be considered within thirty

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(30) days of its filing, and the interpretation of the Zoning Administrator affirmed or modified.

6.03.2 Land Use Code Text Amendments.

A. Purpose. The text of this Land Use Code may be amended pursuant this Section to respond to change in conditions or public policy, or to advance the general health, safety, and welfare of the City.

B. Initiation of Text Amendment. A Text Amendment to this Land Use Code may be initiated by, City Staff, Planning Commission, or City Council. Additionally, any person may suggest to the Planning Commission that an amendment be given consideration.

C. Procedure. All Text Amendment applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

1. Exception. When the Zoning District Map is to be changed or amended incidental to, or as a part of a general revision of this Code, posting of notice on the land area proposed for rezoning shall not be required.

E. Approval Criteria. Recommendations and approval decisions on Text Amendment applications shall adhere to the following approval criteria:

1. The amendment is not likely to result in significant adverse impacts upon the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation) or such impacts will be substantially mitigated;

2. The amendment is necessary for, or supportive of, the protection of health, safety, and welfare of the community;

3. The amendment is consistent with the Comprehensive Plan and the intent stated in this Code;

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4. The amendment is consistent with any prior approvals, official plans or policies that apply; and
5. The amendment will not significantly increase nonconformities.

6.03.3 Zone Map Amendment (Rezone)

A. Purpose. The boundaries of any zone district may be changed, or the zone classification of any parcel of land may be changed, pursuant to this Section that are necessary in light of changed conditions or changes in public policy, or that are necessary to advance the general welfare of the City.

B. Initiation of a Rezone. A change of zone district application may be initiated by Planning Commission, City Council, or any person having a proprietary interest in any property within the corporate limits of the City.

C. Procedure. All Rezone applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements for Rezones initiated by a member of the public. The application shall at a minimum, include the following information:

1. The name, address, and telephone number of the applicant.
2. A project narrative clearly stating the requested change or amendment and describing the property to be affected by such request by metes and bounds or by other legal description.
3. A title certificate from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record that affect the title to the subject property.
4. A statement from the County Treasurer showing the status of all current taxes due on such parcel.

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5. Certified boundary survey of land area to be rezoned, along with an indication of the existing zoning, predominant existing uses, and existing zoning designations within three hundred (300) feet in all directions of the boundary of the land area to be rezoned.
6. A statement by the applicant explaining the rationale for the rezoning request relative to the standards of this Code.
7. A filing fee shall be submitted to cover the cost of review and processing with every application in accordance with the fee schedule adopted by resolution of the City Council.
8. City-initiated rezones are exempt from these submittal requirements and staff shall be required to bring forth an ordinance that shall be reviewed against approval criteria herein.

F. Approval Criteria. Recommendations and approval decisions on Rezone applications shall adhere to the following approval criteria:

1. The land to be zoned was zoned in error and, as presently zoned, is inconsistent with the policies and goals of the City's Comprehensive Plan.
2. The proposed rezoning is necessary to provide land for a use which was not anticipated at the time of the adoption of the City's Comprehensive Plan. Special consideration shall be given to existing conditions on and around the area in question, including the changing nature of the area, land uses, densities, and the height and scale of both existing and proposed structures.
3. There has been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.).
4. There is a public need for the proposed rezoning within the area or community or the public will benefit from the proposed rezone.
5. The proposed uses are compatible with the surrounding area or uses and any adverse impacts can be mitigated.

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6. Adequate facilities are available or reasonably able to be extended to the site to serve development for the type and scope suggested by the proposed zone.
7. The proposed change does not constitute spot zoning.

6.03.4 Comprehensive Plan Amendments.

A. Purpose. The Comprehensive Plan may be amended pursuant to this Section to respond to a change in conditions or public policy, or to advance the general health, safety, and welfare of the City.

B. Initiation of Amendment. A Comprehensive Plan amendment may be initiated by, City Staff, Planning Commission, or City Council. Additionally, any person may suggest to the Planning Commission that an amendment be given consideration.

C. Procedure. All Comprehensive Plan Amendment applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

F. Approval Criteria. Recommendations and approval decisions on Comprehensive Plan Amendment applications shall adhere to the following approval criteria:

1. The amendment is not likely to result in significant adverse impacts upon the natural environment (including air, water, noise, stormwater management, wildlife, and vegetation);
2. The amendment is necessary for the protection of health, safety, and welfare of the community; and
3. The amendment is consistent with the City's goals and policies.

6.03.5 Subdivisions Generally.

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A. Purpose. To establish procedures and approval criteria for subdivisions of land per this Code.

B. Applicability. Subdivision procedures are applicable to all divisions of land as classified per Section 4.01.2.

C. Procedure. All divisions of land shall follow the procedures of Sections 6.03.6-6.03.9 per the following:

1. All Major Subdivisions shall submit applications for Preliminary and Final Plat.
2. All Minor Subdivisions shall submit application for a Minor Subdivision Plat.
3. All Condominium Subdivisions shall submit application for a Condominium Plat.

6.03.6 Preliminary Plat.

A. Purpose. Preliminary Plat submittals are intended to provide the City with an overall plan for a proposed subdivision to ensure all requirements of this Code have been met.

B. Applicability. A Preliminary Plat is required for all Major Subdivisions as described in the scope and applicability of Section 4.01.2 in this Code.

1. The approval of a Preliminary Plat does not complete the subdivision process, a Final Plat must be completed prior to development of the subject property.
2. No building permits shall be issued for the construction or reconstruction of structures upon any land or the addition to any building or structure situated on any land, unless such land has been subdivided and platted in accordance with the procedures set out in this Code.

C. Procedure. All Preliminary Plat applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

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1. Optional Pre-Application Conference with Planning Commission. At the option of the Zoning Administrator or at the applicant's option, a pre-application conference may be held with the Planning Commission.
2. Development Improvement Agreements. During the pre-application process the applicant shall indicate their intention to enter into a Development Improvement Agreement per Section 4.09 of this Code.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements. The applicant shall electronically submit the following documents, as may be amended by staff based on applicability to the application request:

1. Official City application form and checklist, including application fee per the City's adopted fee schedule.
2. A title certificate from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property, and of the Preliminary Plat.
3. Preliminary Plat document, drawn to scale, containing the following information:
    a. Boundary Lines and Bearings. Boundary lines, bearings, and distances sufficient to locate the exact area proposed for subdivision. At least one (1) subdivision corner shall be referenced to a survey (abstract) corner. The area, in acres, of the subdivision shall also be shown.
    b. Adjacent Subdivisions. The name and location of a portion of adjoining subdivisions shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivisions in sufficient detail to show actually the existing streets and alleys and other features that may influence the

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layout and development of the proposed subdivisions. Where adjacent land is not subdivided, the name of the owner of the adjacent tract shall be shown.

c. Intersecting Streets. The angle of intersection of the centerline of all intersecting streets.

d. Proposed Streets, Alleys and Easements. The names, location and widths of all streets, alleys and easements proposed for the subdivision, and all known rights-of-way and/or easements within or affecting the area to be subdivided.

e. Proposed Blocks, Lots and Parks. The subdivision shall show all proposed streets and alleys, easements, blocks, lots, parks, etc., with principal dimensions.

f. Contours. Topographic contours at five (5) foot intervals and all easements or right-of-way necessary for drainage within or without the boundaries of the addition.

g. Subdivision Title and Planner. The title under which the proposed subdivision is to be recorded, the name of the owner and the name of the engineer or land planner who prepared the plat.

h. Dedicated Parks, Playgrounds and Other Public Uses. Sites, if any, to be reserved or dedicated for parks, playgrounds or other public uses.

i. Scale, North Point. Scale, north point, date and other pertinent data. The scale of the preliminary plat may be at one (1) inch equals twenty (20) feet.

j. Name, Address and Telephone Number. Property owner's name, address, and telephone number.

k. Proposed Layout of Utilities. A proposed preliminary layout of sanitary sewer and water lines to serve the subdivision.

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l. Drainage Report. A drainage report as described in Sections 4.05 and 4.07 of this Code. This study or report shall show the acreage draining into the subdivision, points of runoff through and away from the subdivision.

m. Wetlands Identification. It is required that all wetlands be identified and delineated on any site plan that is submitted to the city as part of any application. The developer or property owner is responsible for determining the presence of wetlands on his property. Disturbance of wetlands is subject to review by agencies such as the Army Corps of Engineers. Prior to removal or alteration of riparian vegetation, impacts of such removal or alteration shall be documented, and any other required permits (e.g. Army Corps of Engineers) shall be obtained.

4. Protective Covenants. Draft of any protective covenants where the subdivider proposes to regulate land use or development standards in the subdivision.
5. Project Narrative. A narrative describing the proposed uses of land within the subdivision and any zoning amendments proposed to be requested.
6. Vicinity Map. A vicinity map on a smaller scale showing the proposed subdivision and its relationship to the surrounding area and city limits.
7. Mineral rights notification per C.R.S. Section 24-65.5-101 through 106.
8. Overall Development Plan. If the proposed subdivision is a portion of a tract that is later to be subdivided in its entirety, then an overall Development Plan of the entire subdivision shall be submitted with the Preliminary Plat of the portion first to be subdivided. The Overall Development Plan shall identify conceptual layout of the entire property and is not required to contain the level of detail of the Preliminary Plat.

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F. Approval Criteria. Recommendations and approval decisions on Preliminary Plat applications shall adhere to the following approval criteria:

1. The overall design is consistent with the Comprehensive Plan and other adopted City plans;
2. The overall design is consistent with and complies with the requirements of the specific Zone District in which it is located, such as lot size and lot frontage;
3. The lots created have a buildable area meeting the requirements of this Code in order to construct the use the lot is intended for;
4. The project provides a layout of lots, streets, blocks, driveways that conform to the requirements of Chapter 5 of this Code and per the Master Street Plan;
5. The project proposes adequate provision of utilities, drainage, right-of-way and other public facilities required for the proposed development and the extension of future anticipated public infrastructure;
6. Traffic impacts have been studied and mitigated;
7. The project provides for the required land dedications or fee-in-lieu of dedication as required by Chapter 5 of this Code;
8. The project illustrates that adequate drainage and erosion control methods that conform to the requirements Chapter 5 of this Code; and
9. The project preserves, protects, integrates, or mitigates impacts to any identified sensitive or hazardous natural features associated with the site.

6.03.7 Final Plat.

A. Purpose. The purpose of the Final Plat is to complete the subdivision of land in conformance with all applicable requirements and standards of the City, and all conditions of Preliminary Plat approval.

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B. Applicability. A Final Plat is required for all divisions of land including Major Subdivisions, Condominium Subdivisions, and Replats.

1. No building permits shall be issued for the construction or reconstruction of structures upon any land or the addition to any building or structure situated on any land, unless such land has been subdivided and platted in accordance with the procedures set out in this Code.

C. Procedure. All Final Plat applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

1. Review in Stages. An applicant may obtain approval of a portion of a major Subdivision provided it meets all the requirements of this Code. In the event a subdivision and the Final Plat thereof is approved in sections, the Final Plat of each section shall be identified by the name of the entire subdivision and shall bear a distinguishing letter, number, or subtitle. Block numbers shall run consecutively throughout the entire subdivision.

D. Noticing Requirements. None required.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Final Plat Document, drawn to scale and measuring twenty-four (24) inches by thirty-six (36) inches. containing the following information:

a. Official City application form and checklist including application fee per the City's adopted fee schedule.

b. Title and Scale. A title, scale, and north arrow.

c. Plat Identification. A positive reference and identification of the plat and date of preparation.

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d. Control Points. The primary control points, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referred.

e. The area of the subdivision, in acres.

f. Boundary Lines and Bearings. Tract boundary line sufficient to locate the exact area proposed for subdivision, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites; with accurate dimensions, bearings or deflection angles, and radii, arcs and central angles of all curves shall be placed on the final plat.

g. Streets. Name and right-of-way width of each street or other right-of-way.

h. Street Intersections. The location of the point of intersection and points of tangency of street intersections, and the bearing and distance of each street right-of-way centerline shall be placed on the final plat.

i. Easements. Location and dimensions of all easements.

j. Lot and Block Numbers. Number to identify each lot or site and each block, and the dimensions of lots and blocks.

k. Proposed Use. The proposed use for sites dedicated of reserved for a purpose other than residential lots.

l. Building Lines. Minimum building setback lines when required or approved by the Planning Commission.

m. Monuments. Location and description of monuments.

n. Adjacent Land. References to recorded subdivision plats or adjoining platted land by record name.

o. Legal Description. A legal description and surveyor's certificate, to, in the following form:

I, _____, hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner

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monuments shown thereon were properly placed under my supervision.

_____
Signature

p. Dedication Certificate. The property owner's certificate or deed of dedication.

i. The dedication deed or certificate of dedication shall be executed by all persons, firms or corporations owning an interest in the property subdivided and platted, and shall be acknowledged in the manner prescribed by the laws for the state of Colorado for conveyances of real property.

ii. The spouse of all married persons executing such dedication deed or certificate of dedication shall join therein unless satisfactory proof be provided showing that the property to be subdivided does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's actual homestead.

iii. In the case of surface lien holders, they may execute a subordination agreement subordinating their liens to all public streets, alleys, parks, school sites and any other public areas shown on the plat of such subdivision as being set aside for public uses and purposes. The dedication deed or certificate of dedication shall, in addition to the above requirements, contain the following:

(a) An accurate description of the tract of land subdivided.

(b) A statement and express representation that the parties joining in such dedication are the sole owners of such tract of land.

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(c) An express dedication without reservation to the public for public use; the streets, alleys, rights-of-way, school site and any other public areas shown on the attached plat.

(d) A positive reference and identification of the plat and date of preparation.

q. Approval Certification. Certification of approval by the Planning Commission in the following form:

APPROVED this _____ day of _____, 20___, by the Planning Commission of the City of Cortez, Colorado.

_____
Chairman

2. Tax Certificates. Tax certificates indicating that all taxes on the land being subdivided have been paid to the current year.
3. Construction Plans. Two sets of plans for required improvements measuring twenty-four (24) inches by thirty-six (36) inches in size along with all data and calculations related to utilities, drainage or other construction in the subdivision. The construction plans shall conform to all requirements of the current Construction Design Standards for the City. Such plans shall also show all existing or proposed surface and subsurface improvements and obstruction.
4. Reimbursement Agreements. An applicant intending to implement a reimbursement agreement shall submit the agreement along with construction plans.
5. Filing Fee. A filing fee to cover the cost of review in accordance with the fee schedule adopted by resolution of the City Council.
6. Approval Criteria:
   a. The Final Plat shall conform substantially to the Preliminary Plat as approved and in conformance with all requirements of this Code.

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F. Action Following Approval.

1. In no case shall additions, corrections, or modifications of any kind be made to the Final Plat other than signatures required after approval.

2. Recordation of Plats. Following final approval, signatures, and payment of all application and processing fees, the Final Plat shall be recorded with Montezuma County.

a. If for any reason the Final Plat has not been recorded within six (6) months of approval, the approving actions shall be deemed void.

6.03.8 Minor Subdivision.

A. Purpose. Minor Subdivision submittals are intended to provide a streamlined review process for subdivisions classified as Minor per Section 4.01.2.

B. Applicability. All Minor Subdivisions shall submit a Minor Subdivision Plat consistent with the submittal requirements of a Final Plat per Section 6.03.7.

1. No building permits shall be issued for the construction or reconstruction of structures upon any land or the addition to any building or structure situated on any land, unless such land has been subdivided and platted in accordance with the procedures set out in this Code.

C. Procedure. All Minor Subdivision Plat applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. None required.

E. Submittal Requirements. The applicant shall electronically submit the materials detailed in Section 6.03.7 for Final Plat applications.

F. Approval Criteria. Recommendations and approval decisions on Minor Subdivision applications shall adhere to the following approval criteria:

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1. The Minor Subdivision is consistent with the Comprehensive Plan and other adopted City plans;
2. The Minor Subdivision is consistent with and complies with the requirements specific zone district in which it is located, including buildable lots that meet the minimum dimensional standards such as lot size, setbacks, and frontage;
3. The project provides a layout of lots, streets, blocks, driveways that conform to the requirements of Chapter 5 of this Code and per the Master Street Plan;
4. The project proposes adequate provision of utilities, drainage, right-of-way and other public facilities required for the proposed development and the extension of future anticipated public infrastructure;
5. Traffic impacts have been studied and mitigated;
6. The project illustrates that adequate drainage and erosion control methods that conform to the requirements of Sections 4.05 and 4.07; and
7. The project preserves, protects, integrates, or mitigates impacts to any identified sensitive or hazardous natural features associated with the site.

G. Action Following Approval.

1. In no case shall additions, corrections, or modifications of any kind be made to the Minor Subdivision Plat other than signatures required after approval.
2. Recordation of Plats. Following final approval, signatures, and payment of all application and processing fees, the Final Plat shall be remitted to the City for recordation with Montezuma County.
    a. If for any reason the Minor Subdivision Plat has not been recorded within six (6) months of approval, the approving actions shall be deemed void.

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6.03.9 Condominium Subdivisions.

A. Purpose. This Section provides review procedures, submittal requirements and standards for review to ensure that the creation or conversion of Condominium Subdivisions will comply with the currently adopted City Construction Codes and other provisions of this Code.

B. Applicability. The condominium regulations established in this Section shall be used to process units under common ownership that including condominiums, townhome developments where the land is under common ownership and the dwelling unit is owned separately, timeshares, or other types of development contemplated by the Colorado Common Ownership Act.

C. Procedure. All Condominium Subdivision applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

1. The procedures and standards for review and approval of a new Condominium Subdivision shall be consistent with Preliminary and Final Plat Sections 6.03.6 and 6.03.7.

2. Condominium conversions shall be reviewed as a Minor Subdivision per Section 6.03.8 regardless of the number of units proposed for conversion.

    a. Prior to the submission of a Preliminary Plat, which would convert an existing multi-unit development to condominium units, the owner of such property shall meet with the Zoning Administrator regarding the proposed conversion and shall demonstrate that the following provisions have been met.

        i. The structure subject to the proposed condominium conversion shall meet current off-street parking requirements for the underlying zone district. Each condominium unit shall be considered a separate dwelling unit for purposes of determining parking compliance.

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ii. A minimum one (1) hour firewall may be required between units as a condition of City approval of any condominium plat involving a condominium conversion.

3. Any subsequent change in the approved use(s) for a condominium subdivision shall be subject to the same review procedures as would be applied to a new Condominium Subdivision.

4. Notwithstanding anything in this Code to the contrary, no requirement for public improvements, dedication of land to public use or cash-in-lieu, or other subdivision requirement shall be imposed as a condition of approval for a Condominium Subdivision, which would not be imposed upon a physically-identical development under a different form of ownership.

   a. This provision shall not be construed to prevent the City from imposing the review requirements of this Code upon any change of use, expansion of use, increase in intensity of use, or other change in a condominium unrelated to its form of ownership.

D. Noticing Requirements. Notifications shall be made per section 6.02.5 prior to holding a public hearing in conformance with the Preliminary Plat, Final Plat, or Minor Subdivision procedures, as applicable.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.

2. Title certificate from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property.

3. A Condominium Plat showing:

   a. Name and Heading. The exact name of Condominium Subdivision including land sections, township, range, principal meridian, and "City of Cortez, Montezuma County, Colorado."

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b. Scale, Arrow and Date. The written and graphic scale, north arrow, and date of preparation.

c. Location. The location of the Condominium Subdivision by reference to streets, lots and blocks.

d. Lot and Property Lines. The lot lines and property lines to the hundredth (1/100) foot

e. Zoning and Densities. The zoning and existing densities on adjacent properties.

f. Parking and Trash. The required parking spaces and the joint trash collection areas.

4. The following separate, common, and limited common elements.

a. Floor plans, elevations and site plan shall be included as required to show separate ownership of all separate units, common elements and limited common elements labeled as such and numbered for ease of identification (all dimensions shall be to the nearest hundredth (1/100) of a foot, or other scale specified by the zoning administrator); and

b. Number, type and floor area of units, common elements and limited elements, delineated in square feet and fractions thereof; proposed use for each unit; land area; percentage of open space; and lot coverage shall be shown.

c. Statement of the Number of Units. A statement of the total number of units shall be shown on the proposed plat.

5. Condominium declarations incorporating clear provisions for giving notice by third parties to the unit owners' association or corporation on behalf of the unit owners of special declarant rights issued to the declarant.

a. Condominium declarations shall detail who is responsible for the maintenance of common elements and limited elements

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and in accordance with the requirements of Section 6.04.1 Mandatory Homeowner's Association.

b. The condominium declarations shall incorporate clear provisions for giving notice by third parties to the unit owners' association or corporation on behalf of the unit owners of special declarant rights issued to the declarant.

c. Articles of Incorporation.

d. Bylaws. Bylaws of the unit owners' association or corporation, unless exempt under C.R.S. Section 38-33-106, as amended.

6. Traffic Mitigation Plan. A traffic mitigation plan, if the condominium subdivision will increase the total number of dwelling units on the parcel or lot.

7. Legal Description. A legal description of the subject property.

8. Surveyor's Certificate. A surveyor's certificate, in the following form:

   I, (printed name of Land Surveyor) being a Registered Land Surveyor in the State of Colorado, do certify that this plat and survey of (NAME OF CONDOMINIUM SUBDIVISION IN CAPITAL LETTERS) was made by me and under my supervision and that both are accurate to the best of my knowledge. I further certify that monuments and markers were set as required by the applicable provisions of C.R.S. Section 38-50 & 51

9. Dedication Certificate. The property owner's certificate or deed of dedication.

   a. The dedication deed or certificate of dedication shall be executed by all persons, firms or corporations owning an interest in the property subdivided and platted, and shall be acknowledged in the manner prescribed by the laws for the state of Colorado for conveyances of real property.

   b. The spouse of all married persons executing such dedication deed or certificate of dedication shall join therein unless

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satisfactory proof be provided showing that the property to be subdivided does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's actual homestead.

c. In the case of surface lien holders, they may execute a subordination agreement subordinating their liens to all public streets, alleys, parks, school sites and any other public areas shown on the plat of such subdivision as being set aside for public uses and purposes. The dedication deed or certificate of dedication shall, in addition to the above requirements, contain the following:

   i. An accurate description of the tract of land subdivided.

   ii. A statement and express representation that the parties joining in such dedication are the sole owners of such tract of land.

   iii. An express dedication without reservation to the public for public use; the streets, alleys, rights-of-way, school site and any other public areas shown on the attached plat.

   iv. A reference to the recording location (book and page) for the condominium declarations, articles of incorporation and subdivision plat.

   v. Identification of the plat of such subdivision, date of plat and engineer, if applicable.

10. Treasurer's Certificate. Tax certificates indicating that all taxes on the land being subdivided have been paid to the current year shall be submitted with the final plat.

11. Approval Certification. Certification of approval by the planning commission and city council, in the following form, shall be placed on the final plat.

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APPROVED this _____ day of _____, 20___, by the City of Cortez, Colorado.

_____

City of Cortez Mayor

F. Approval Criteria. Recommendations and approval decisions on Condominium Subdivision applications shall adhere to the following approval criteria:

1. Condominium subdivisions shall comply with the review standards applied to other subdivisions in Chapter 4 of this Code, and if residential, shall apply to Mandatory Homeowners' Associations in accordance with the provisions of Section 6.04.1 Mandatory Homeowner's Association.
2. Condominium subdivisions shall comply with the following supplemental review standards:
   a. The density of the development as proposed for Condominium Subdivision shall not be greater than the maximum density as allowed by the underlying zone district; and
   b. If the condominium subdivision will increase the total number of dwelling units on the parcel or lot, the traffic impacts of the proposed condominium subdivision shall be evaluated and any impacts to the neighborhood must be mitigated.
3. As-built plats shall accurately depict the location of all completed improvements, and such improvements shall be substantially consistent with the improvements shown on the approved Final Plat.
4. Owners of properties proposed for condominium conversion shall notify all tenants in writing of the conversion at least ninety (90) days prior to termination of any residential tenancy in accordance with C.R.S. 38-33-112, as amended. Copies of such notification shall be filed with the City Clerk as proof of notification.

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G. Action Following Approval.

1. Once the Zoning Administrator is satisfied that the proper dedications have been made and that the As-Built Plat accurately depicts the completion of the improvements in a manner that is substantially consistent with the approved Final Plat, the Zoning Administrator shall present the As-Built Plat to the Mayor for signature and shall cause the As-Built Plat and other appropriate documents to be recorded with Montezuma County.

6.03.10 Plat Amendments.

A. Purpose. To establish a streamlined process to amend previously approved plats.

B. Applicability. Plats may be amended for review by City Council without a public hearing to address any of the following:

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

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8. Relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement.
9. Relocate or vacate one (1) or more lot lines between one (1) or more adjacent lots and /or parcels or tracts where the owner or owners of all such property join in the application for the plat amendment.
10. In no case shall a plat amendment result in the creation of a lot with less than the minimum lot area required in underlying zone district.

C. Procedure. All Plat Amendment applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. None required.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. Final Plat document, formatted per the submittal requirements of Section 6.03.7.

F. Approval Criteria. Recommendations and approval decisions on Plat Amendment applications shall adhere to the approval criteria of the originally approved plat.

6.03.11 Vacation of Rights-of-Way and Easements.

A. Purpose. To provide process and approval criteria for the vacation of rights-of-way or easements as may be necessary to promote the health and well-being of the residents of Cortez and/or to grant flexibility for developers and the City to attain development that may not be conductive to strict street grid development.

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B. Applicability. Any resident(s), department(s) of the City, the Planning Commission, or the City Council may request the abandonment of a right-of-way or easement.

C. Procedure. All applications to vacate a right-of-way or easement shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. A vicinity map showing the following:
    a. The location of all adjacent properties and any structures within 150 feet of the boundaries of the proposed vacation.
    b. Zoning and land uses for those adjacent properties.
    c. Locations of all existing utilities in or adjacent to the proposed vacation.
    d. Existing rights-of-way within a one-quarter mile radius of any right-of-way proposed for vacation.
    e. A survey and map, as may be requested by the City prepared in original form to be recorded at the office of the Montezuma County Clerk and Recorder. The survey map is to be submitted prior to the second reading by the City Council of an approving ordinance.
3. A written statement addressing the reasons for requesting the vacation.
4. A letter from any involved utility company stating the company's position on the proposed vacation.

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F. Approval Criteria. Recommendations and approval decisions on applications to vacate a right-of-way or easement shall adhere to the following approval criteria:

1. Must not conflict with adopted policies or plans;
2. Shall not create a landlocked parcel of land;
3. Shall not restrict the access of any parcel so that access is unreasonable or economically prohibitive; and
4. Shall not reduce the quality of public facilities or services provided to any parcel of land, i.e., fire and police protection, accesses, and utility services.
5. Shall not result in adverse impacts on the health, safety, and general welfare of the community, and

G. Action Following Approval.

1. Within ninety (90) days of approval of a vacation, the City Clerk shall cause the ordinance of vacation and an amended plat showing the adjusted lot lines to be recorded at the office of the County Clerk and Recorder. The applicant shall bear all costs associated with the recording of the ordinance and plat.
   a. If for any reason the final plat and ordinances have not been recorded within ninety (90) days of approval, the approving actions shall be deemed void.
   b. Within thirty (30) days of approval, the applicant shall provide a signed mylar to the City Clerk and remit payment for recordation fee.

6.03.12 Site Plans.

A. Purpose. To establish a process and review criteria to protect the public health, safety and welfare; to promote balanced growth; to ensure adequate provision of public services and facilities; and to guide the character of development of the City.

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B. Applicability. Site Plans shall be submitted for all single family, multi-family, commercial, industrial, and mobile home park development. All Site Plans meeting the following requirements may be submitted as a Minor Site Plan or a Site Plan Amendment for existing sites. All others shall be submitted as a Major Site Plan.

1. Site plan for a single family lot.
2. Site plan for a duplex lot.
3. Development of a permitted use on a property that is less than one quarter (1/4) acre in size.
4. The creation or addition of three (3) or less multi-family units.
5. Development that does not result in an increase in size of water and sewer mainlines to service the property.
6. A change to an existing developed property that results in less than twenty-five (25) percent change to the building, parking, landscaping, or other design element required by this Code. No reduction is permitted below required minimums.
7. A change to an existing developed property that results in no additional noise, smell, or other nuisances as defined in Chapter 5 of this Code, that would impact the immediately adjacent properties.
8. A change to an existing developed property that does not result in more than one hundred (100) additional Average Daily Trips (ADT) on adjacent roads.
9. A change to an existing developed property that does not result in a change in traffic patterns on adjacent public roads.
10. A change to the layout of an existing developed mobile home park where no new uses are added and the density is not increased.

C. Procedure. All Site Plan applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

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1. Site Plans require a platted lot for approval. A Final Plat may be submitted simultaneously with the proposed Site Plan upon approval of the Zoning Administrator. In such cases, approval of the Site Plan application may be made conditional upon approval of the Final Plat.
2. Building permits shall not be issued for the construction of any new building, structure, or improvement to the site or any addition or alteration to a structure or site, without first obtaining the approval of a Site Plan for the proposed use.
3. Over lot grading, drainage work, parking lot construction or other site improvements will not be allowed, unless specifically provided for by the City Council, without first obtaining approval of a Site Plan for the proposed use.
4. Certificate of occupancy will be issued only when all improvements approved as part of the Site Plan have been completed or otherwise guaranteed.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements. The applicant shall electronically submit the following documents, as may be amended by staff based on applicability to the application request:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. Site Plan drawn to scale and illustrating the following, together with any other requirements of this Code:
    a. Property lines;
    b. Drives, streets, and rights-of-way;
    c. Easements;
    d. Location and dimensions of structures and signs;
    e. Layout and dimensions of all buildings;

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f. Access ways, including points of ingress, egress;

g. Parking, loading, and refuse areas;

h. Common open space;

i. Site contours at a minimum of ten (10) foot intervals;

j. Specific areas proposed for specific types of land use;

k. Lots or plots;

l. Area proposed for dedication;

m. Parks and parkways;

n. School sites; and

o. All natural features including water bodies, natural drainages, creeks, and wetlands.

3. A narrative describing the proposed development, lot and block and subdivision description, and name(s), address and phone number of the property owner(s).

4. A copy of the warranty deed and title commitment current at the time of application submittal.

5. Drainage plan.

6. Landscape plan.

7. Building elevations of all sides to include rooftop mechanical structures and showing screening of rooftop mechanical devices.

8. Surface and subsurface soils report.

F. Approval Criteria. Recommendations and approval decisions on Site Plan applications shall adhere to the following approval criteria:

1. General conformance with the goals and policies of the Comprehensive Plan and other plans and policies adopted by the City;

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2. The project meets dimensional standards applicable to the zone district, such as building setbacks, building height, and building area, or any applicable requirement;
3. The proposed grading, drainage, flood protection, stormwater quality, and stormwater mitigation complies with applicable Sections of this Code;
4. The project complies with all the development standards of this Code;
5. The project preserves, protects, integrates, or mitigates impacts to any identified sensitive or hazardous natural features associated with the site;
6. The project connects to or extends adequate public utilities to the site as required;
7. If necessary to address increased impacts on existing roadways and intersections, the project includes roadway and intersection improvements to provide for safe and efficient movement of multi-modal traffic and pedestrians, meets public safety needs for ingress and egress, and a City accepted traffic impact study, if required; and
8. Significant off-site impacts reasonably anticipated as a result of the project are mitigated or offset to the extent proportional and practicable. Impacts may include, but are not limited to scale, shadowing, parking, light, odor, and noise.

G. Additional Approval Criteria for Site Plan Amendments. Evaluation of Site Plan amendments shall compare the proposed amendment to the original approval, and any other amendments that have been approved since the original approval, and shall consider accumulative impact of all approvals granted. Amendments may be authorized by the Zoning Administrator when such minor changes will not cause any of the following circumstances to occur. Amendments that do not

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meet the following criteria shall be submitted as a new Site Plan application.

1. No change in the character of the development;
2. No change in the overall scale or impact on adjacent properties of the existing use;
3. No increase in the residential density of the proposed development;
4. No reduction in the originally approved separations between buildings or setbacks;

H. Action Following Approval.

1. If and when the application is approved or conditions for approval have been met a building permit may be issued upon the request of the applicant.
    a. The City may require public improvements to be constructed as a condition of Site Plan approval. Any such improvements shall be reasonably related to the proposed use and may include, but not be limited to, street widening, acceleration and deceleration lanes, access control devices, traffic signals, water and sewer lines, pedestrian and bicycle trails or other related improvements.
2. Once all construction has been accepted or otherwise guaranteed by the City a certificate of occupancy may be issued, provided that:
    a. Landscaping requirements have been met by the applicant.
    b. A final drainage plan is approved by the City Engineer.
    c. Parking lots and drainage facilities are in, and are useable.
    d. Sufficient fire flows or protection are present and accepted by the Cortez Fire District.
    e. Any other requirements made by the City's Building Officials, utilities or other agencies are satisfied.

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6.03.13 Conditional Use Permits.

A. Purpose. To establish a process and review criteria for certain land uses with unique operating and/or physical characteristics requiring careful consideration of their impact upon the surrounding area and public facilities.

B. Applicability. Application for a Conditional Use Permit shall be submitted for all uses listed as "Conditional Use" in the Use Table in Chapter 3 of this Code. 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.

C. Procedure. All Conditional Use Permit applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

1. Upon determination of approval the approval body shall adopt a resolution stating their findings of the applicant's demonstrated ability to meet the criteria for a Conditional Use Permit. A determination that the applicant has not met one or more of the applicable criteria shall be sufficient to deny the request. The review and decision-making bodies may establish additional conditions of operation, location, arrangement and construction in the issuance of a Conditional Use Permit if deemed to be in the public interest or to assure compliance with other aspects of this Code.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements. The applicant shall electronically submit the following documents, as may be amended by staff based on applicability to the application request:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.

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2. Title certificate from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property.
3. Project narrative including the street address and legal description of the property affected.
4. Any and all plans, information, operating data and expert evaluation necessary to clearly explain the location, function and characteristics of any building or use proposed.
5. A Site Plan meeting all requirements of Section 6.03.12 is required to be submitted with all Conditional Use Applications.

F. Approval Criteria. Recommendations and approval decisions on Conditional Use Permit applications shall adhere to the following approval criteria:

1. The proposed Conditional Use is compatible with adjacent existing uses and other allowed uses in the zone 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. The maximum density proposed is no greater than that permitted in the underlying zone district.
4. All proposed accessory uses are necessary and desirable. Undesirable impacts created by these uses shall be controlled or eliminated.

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5. 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.
6. Provisions for proper maintenance of the building, parking and loading areas, drives, lighting, signs, landscaping, etc. shall be provided.
7. 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.

G. Action Following Approval.

1. Records. The City Clerk shall maintain a file containing all documents relevant to the application and disposition of all Conditional Use Permits.
2. Specific Performance. The permitted Conditional Use shall be established within one (1) year of approval.
3. Failure to demonstrate due diligence associated with application approval shall require the applicant to appear before the Planning Commission to show cause why the permit should not be revoked. In the event the permit is revoked and the previously permitted Conditional Use is not abated, discontinued, or removed, the property owner shall be subject to the penalties described in Section 1.06 of this Code and may not submit for a new application for a period of one(1) year.

6.03.14 Temporary Use Permits.

A. Purpose. To establish a process for review of Temporary Uses.

B. Applicability. It is unlawful to establish any temporary use as defined in in the Use Table of Section 3.06 prior to receiving a Temporary Use Permit.

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C. Procedure. All Temporary Use Permit applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. None required.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. Project narrative including the street address and legal description of the property affected.
3. Any and all plans, information, operating data and expert evaluation necessary to clearly explain the location, function and characteristics of any building or use proposed.

F. Approval Criteria. Recommendations and approval decisions on Temporary Use Permit applications shall adhere to the following approval criteria:

1. The use for which the permit is requested shall be authorized as a Temporary Use in the district in which the use is to be located.
2. A time limit for the discontinuance of the temporary use shall be specified on the Temporary Use Permit.

6.03.15 Sign Permits.

A. Purpose. To establish a process for review of Sign Permits.

B. Applicability. It is unlawful to erect, construct, reconstruct, alter, paint, or repaint, or change the use of any sign as defined in this Code without first obtaining a sign permit. A sign permit shall not be required to repaint a sign exactly as it was permitted for the purpose of maintenance.

1. A one-time sign permit fee according to the currently adopted City fee schedule shall be charged for each sign.

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C. Procedure. All Sign Permit applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. None required.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. A drawing to scale of the proposed sign.
3. A drawing to scale of the Site Plan or building facade showing the proposed location of the sign.
4. Name, address and telephone number of the applicant.
5. Name, address and telephone number of the owner.
6. Name, address and telephone number of the person or firm responsible for the erection of the sign.
7. Method of attachment for plans, such as foundation or base.
8. Location of the building, structure or tract to which, or upon which, the sign is to be attached or erected.

F. Approval Criteria. Recommendations and approval decisions on Sign Permit applications shall adhere to the following approval criteria:

1. The proposal application is in conformance with Section 5.09 of this Code.

6.03.16 Encroachment Permits.

A. Purpose. To establish a process for revokable Encroachment Permits.

B. Applicability. Encroachment permits shall be sought for any encroachment into the public-right-of-way such as projecting signs or awnings, temporary sandwich board signs, or fences where no access is affected. This applies to the following:

1. New construction; or

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2. An inadvertent encroachment associated with existing development that was constructed prior to this Code.
3. It also applies to development that was unknowingly constructed to encroach into a public right-of-way.
4. The permit does not provide for a variance or exemption to any regulations for development that may cause adverse impacts upon surrounding properties.

C. Procedure. All applications for Encroachment Permits shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. None required.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. Title certificate from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property.
3. Project Narrative including the street address and legal description of the property affected;
4. Any and all plans, information, operating data and expert evaluation necessary to clearly explain the location, function and characteristics of any building or use proposed; and

F. Approval Criteria. Recommendations and approval decisions on Encroachment Permit applications shall adhere to the following approval criteria. It is specifically understood that certain criteria listed below may not apply to a particular application.

1. The proposed encroachment is compatible with adjacent existing uses and construction in the zoning district. Compatibility shall be expressed in terms of appearance, architectural scale and features,

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site design and scope, 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 encroachment 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.
3. Proposed structures must demonstrate that they are necessary and desirable. Undesirable impacts created by these structures shall be controlled or eliminated.
4. Provisions for proper maintenance of the structure, parking and loading areas, drives, lighting, and signs, shall be provided.
5. The proposed encroachment shall not prove to be a restriction on safety, city or other business, or impact adjacent businesses and properties. Potential safety hazards, adequate protection of pedestrian traffic and benefits to the downtown area must be assessed during the review process.
6. The encroachment into the right-of-way does not interfere with any City function, or with neighboring residents and maintains a clear distance above all sidewalks of at least eight (8) feet.
7. After considering the public comment relating the criteria listed above in relation to the encroachment permit being requested, the planning commission and the city council shall adopt a resolution stating their findings of the applicant's demonstrated ability to meet the criteria for an encroachment permit. A determination that the applicant has not met one or more of the applicable criteria shall be sufficient to deny the request. The planning commission and the city council may establish additional conditions of location, arrangement and construction in the issuance of an encroachment permit if deemed to be in the public interest or to assure compliance with other aspects of this code.

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G. Records. A file containing all documents relevant to the application and disposition of such encroachment permits shall be maintained by the Zoning Administrator.

H. Any violation of an encroachment permit may result in revocation, per Section 1.06, unless there is an emergency situation that must be addressed immediately by the Zoning Administrator.

6.03.17 Annexations.

A. Purpose. To establish a process and review criteria to annex land into the City of Cortez.

B. Authority. In annexation proceedings, the City may exercise all statutory powers it may lawfully assume, specifically the Colorado Municipal Annexation Act of 1965, as amended. This Section shall be interpreted to extend such exercise of powers as is reasonable and necessary for the public welfare. The City will impose terms and conditions of annexation to protect the public interest, and to that goal shall ensure that the following policies are accomplished:

1. All annexations shall be consistent with the Cortez Comprehensive Plan and the City Master Street Plan.

2. The Cortez Master Street Plan identifies a master plan boundary area surrounding the City as an area appropriate for the future residential, commercial and industrial growth of the City. Consent to annexation by benefiting landowners within the Master Street Plan boundary and conformance with the Comprehensive Plan as amended shall be a condition of extension or expansion of the municipal utility service.

3. Applicants and developers should identify revenues adequate to pay the long-term costs for maintenance of their developments, and the City should determine if the proposal contributes to public benefit prior to agreement that the revenues or public benefits will be adequate for approval of an application for annexation.

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C. Procedure. All Annexation applications shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1 with the following specific procedural requirements.

1. At the pre-application conference, the applicant may be represented by an attorney, land planner, engineer or surveyor. Additionally, any applicant may request a non-binding pre-application conference with the Planning Commission and/or the City Council.

2. Annexation petition shall be heard by City Council with standard notification per Section 6.02.5. If the City determines the annexation petition meets the basic requirements of Section 30, Article II of the State Constitution regarding annexation, then City Council shall set a date for the Annexation hearing that is not less than thirty (30) days nor more than sixty (60) days after petition hearing.

3. Final submission of an annexation map shall be approved by way of ordinance with two readings at City Council.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

a. The City Clerk shall publish notice of the annexation hearing once a week for four (4) successive weeks in a newspaper of general circulation in the City. The first publication of such notice shall be at least thirty (30) days prior to the date of the hearing. The proof of publication of the notice and petition shall be returned when the publication is completed and evidenced by the certificate of the owner, editor, or manager of the newspaper in which the notice is published.

b. The City Clerk shall also mail notice to the Montezuma County Board of County Commissioners and County Attorney at least twenty (20) days prior to the date fixed for the hearing.

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E. Annexation Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. Petition for Annexation. An application for annexation containing allegations that all requirements as provided under Colorado Revised Statutes for annexation can or will be met prior to submission for final annexation and further including the following information:
    a. The names and mailing addresses of all landowners in the proposed area to be annexed;
    b. The legal description of the land owned by each signer to the petition of the area proposed for annexation;
    c. An allegation that it is desirable and necessary that such an area be annexed to the City;
    d. A statement that at least one-sixth (⅙) of the perimeter of the area to be annexed is contiguous with the City;
    e. An allegation that a community of interest exists between the area proposed to be annexed and the City, that such area is urban or will be urbanized in the near future, and that such area is integrated with or is capable of being integrated with the City;
    f. A statement that the petitioning landowners own more than fifty percent (50%) of the area proposed to be annexed, excluding public streets and alleys;
    g. An affidavit of each circulator of each petition that each signature in the petition is a true signature; and
    h. The witnessed or acknowledged signatures, and mailing addresses of the landowners signing the petition (signature(s) on the petition are invalid if dated more than one hundred

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eighty (180) days prior to the date of filing the petition for annexation).

3. Annexation Map. An annexation map drawn to scale, with a north arrow, preparation date, any other pertinent data and containing the following information shall be submitted prior to final City Council review for an ordinance:
    a. A written legal description of the boundaries of the area proposed to be annexed.
    b. The boundary of the area proposed to be annexed, and next to it a drawing of the contiguous boundary of the City and the dimensions of the boundaries.
    c. Within the annexation boundary map, designation of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks.
    d. The existing and proposed land use pattern in the vicinity of the proposed annexation.
4. Vicinity Map. A vicinity map on a smaller scale showing the relationship of the area to be annexed and the existing City boundaries.
5. Mineral rights notification per C.R.S. Section 24-65.5-101 through 106.
6. Master Plan. A written report describing the proposed land use and requested zoning of the area to be annexed, including:
    a. General information including gross acreage of annexation, approximate number and type of units, acreage of streets and parking; acreage and percentage of open space to be created (analyzed as to the amount to be deeded or dedicated to the City, the amount to be retained in public ownership and the estimated City maintenance costs), density ratio (acres to be developed with lots and units compared to acres in streets and

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open space), and a statement of effect upon the Montezuma School District including estimated number of students generated and capital construction required to serve;

b. Traffic impacts including projected vehicle trips to enter or depart the site (calculated on a peak and daily basis);

c. Environmental analyses including soil types and bearing capacities, geologic hazard areas, high groundwater tables, potential erosion problems, flood-prone areas, effects on wildlife and vegetation, aesthetic considerations and wetland designations;

d. A statement addressing consistency with the City Comprehensive Plan and the City Master Streets Plan;

e. A copy of any draft or final pre-annexation agreement, if available;

f. Estimates of the current and projected population, assessed property value and the costs of providing public services such as fire protection, police protection, trash removal, and street maintenance;

g. The names(s) of special district(s) providing services that would be affected by the annexation. If the unincorporated area to be annexed is part of a special district or County service area whose responsibilities are to be assumed by the municipality, a statement shall be required indicating what steps will be taken to ensure a smooth transition in service delivery;

h. A statement and timetable of how the applicant will develop and finance the extension and under-grounding, where necessary, of utilities and services including, but not limited to, water and sewer, electricity, gas, cable television, and telephone;

i. A statement and description of what land areas are to be dedicated for public use, or what equivalent benefit in money

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will be paid, and what other types of public benefit will be provided within a contracted period of time, specifically addressing affordable housing, park lands and facilities, school sites, and conveyance of water rights;

j. A statement of how the extension of municipal services, other than utilities, will be financed.

7. Annexation Impact Report. The City shall prepare an annexation impact report for all annexations involving more than ten (10) acres of land. Such report shall include the following:

   a. A map or maps of the municipality and adjacent territory to show the following information:

      i. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

      ii. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and

      iii. The existing and proposed land use pattern in the areas to be annexed;

   b. A copy of any draft or final pre-annexation agreement, if available;

   c. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

   d. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

   e. A statement identifying existing districts within the area to be annexed; and

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f. A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

8. Proof of Taxes Paid. Before an application is presented to the city council for final approval, the party requesting the annexation shall obtain tax certificates showing all taxes then due have been paid on the property to be annexed.

F. Approval Criteria. Recommendations and approval decisions on Annexation applications shall adhere to the following approval criteria:

1. Use. That the Master Plan for the use of the area to be annexed is consistent with the adopted Comprehensive Plan and Land Use Code, and compatible with adjacent neighborhoods;
2. Open Space. That the open spaces have a workable program established for maintenance and up-keep;
3. Necessary. That the proposed annexation is necessary or desirable and will contribute to the general well being of the community;
4. Health, Safety and General Welfare. That the proposed annexation will in no way be detrimental to the health, safety, or general welfare of persons residing within the corporate boundaries or injurious to property or improvements in the vicinity;
5. Logical Road System. That the area has incorporated in its design, if a design has been developed, a logical extension of roads;
6. Utilities and Roads. That the extension of services is feasible and will be financed totally by the applicant; and that the applicant will post performance guarantees to assure the completion of public improvements;
7. Water Rights. That all water rights associated with land areas proposed for annexation shall be offered for dedication to the City;

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8. Revenues. That the revenue and/or public benefit to be gained from the City's portion of increased tax base is equal to or greater than the cost of services or other public benefit;
9. Public Lands Dedication. Additional land dedications shall be accommodated with the subdivision plat per Section 4.05 of this Code; and
10. Costs to the City. That the applicant shall pay all costs incurred by the city for reviewing annexation proposals, including fees charged by consultants and specialists needed to address important issues.

6.03.18 Appeals.

A. Purpose. To establish process and review criteria for applications approved by Planning Commission or the Zoning Administrator that seek to appeal the final decision.

B. Applicability. In exercising its powers, the Board of Adjustment may, in conformity with the provisions of the statutes of the state of Colorado as existing or hereafter amended, reverse or affirm, wholly or partly, or may modify the order, requirements, decision, or determination appealed from and make such order, requirement, decision or determination in the board's opinion, as ought to be made and shall have all the powers of the officer from whom the appeal is taken.

C. Procedure. All applications for Appeals shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. All application materials from initial approval being appealed.

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F. Stay of Proceedings. An appeal shall stay all proceedings of the action appealed from unless the officer from whom the appeal is taken certifies to the board of adjustment after the notice of appeal shall have been filed with him or her that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed, other than by a restraining order that may be granted by the board of adjustment or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.

G. Approval Criteria. In reviewing and determining whether to affirm, reverse, or amend a decision of another decision-making body, the current decision-making body shall consider the following findings:

1. Whether the decision of the decision-making body was a clear error, as opposed to fairly debatable, according to the provisions of these regulations.
2. The purposes, intent, and design objectives of any standards that are subject to the appeal were adequately addressed in the initial application.
3. Whether the final decision and the grounds for relief requested in the appeal are within the authority granted by these regulations.
4. Whether there are other more appropriate and applicable procedures to achieve the applicant's proposed objective, such as a plan amendment, text amendment, planned zoning districts, a zoning map amendment, or a variance.

H. Appeals to Court. Every decision of the Board of Adjustment shall be subject to review by certiorari, as provided by Rule 106(a)(4) Colorado Rules of Civil Procedure. Such appeal may be taken by any person aggrieved or by an officer, department, board, or bureau of the municipality. Such appeal shall be taken within such time as provided by the Colorado Rules of Civil Procedure. A notice of appeal, in writing, specifying the grounds for such an appeal, shall also be filed with the

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Board of Adjustment within thirty (30) days of the final written notice of decision.

6.03.19 Variances.

A. Purpose. To provide a process for relief from the strict application of a standard within this Code that would create unnecessary hardship or practical difficulty on all reasonable use of the property.

B. Applicability. Variances may be sought for relief from dimensional and numerical standards of this Code. Variances may not be sought to vary the allowed use on a property.

1. Variance applications may be submitted concurrent with Subdivision and Site Plan applications as applicable.
2. Variances may not be sought for carports in the front setback.

C. Procedure. All applications for Variance shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. Notifications shall be made per Section 6.02.5 prior to holding a public hearing.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. A site plan indicating the street address and legal description of the property affected and any and all other information necessary to clearly demonstrate eligibility for the requested variance based upon the approval criteria below.

F. Approval Criteria. Recommendations and approval decisions on Variance applications shall make finding that the following apply:

1. There are special circumstances existing on the property on which the application is made related to size, shape, area, topography,

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surrounding conditions and location that do not apply generally to other property in the same area and zone district;

2. That a variance is necessary to permit the applicant the same rights in the use of this property that are presently enjoyed under this code, by other properties in the vicinity and zone, but which rights are denied to the subject property;
3. That the granting of the variance on the specific property will not adversely affect the land use pattern as outlined by the land use plan and will not adversely affect any other feature of the comprehensive plan of the City;
4. That the variance, if granted, will be no material detriment to the public welfare or injury to the use, enjoyment or value of property in the vicinity;
5. That such unnecessary hardship has not been created by the applicant; and
6. That the proposed use is a permitted use in the underlying zone district.

6.03.20 Administrative Adjustments.

A. Purpose. Administrative adjustments are intended to provide flexibility with respect to the numerical standards of this Code and where development is proposed that would be:

1. Compatible with surrounded land uses;
2. Harmonious with the public interest; and
3. Consistent with the purposes of this Code.

B. Applicability. Pursuant to the requirements of this Section, the Zoning Administrator may authorize adjustment of up to ten percent (10%) from any numerical standard related to height, bulk, setback, or lot coverage.

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C. Procedure. All applications for Administrative Adjustment shall follow the Common Application Procedures in Section 6.02 with approval authority per Table 6.1.

D. Noticing Requirements. None required.

E. Submittal Requirements. The applicant shall electronically submit the following documents:

1. Official City application form and checklist including application fee per the City's adopted fee schedule.
2. The names and signatures of the current property owner and agent, as applicable.
3. All documents applicable for the application seeking adjustment.
4. Should additional information be necessary to clarify or facilitate the review of an application, the Zoning Administrator may request any other pertinent information required to ensure compliance with this Code.

F. Approval Criteria. Recommendations and approval decisions on Administrative Adjustments shall adhere to the following approval criteria:

1. Granting the adjustment will ensure the same general level of land use compatibility as the otherwise applicable standards;
2. Granting the adjustment will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks, and other land use considerations;
3. Granting the adjustment will be generally consistent with the purposes and intent of this Code; and
4. Granting the adjustment will be based on the physical constraints and land use specifics, rather than on economic hardship of the applicant.

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G. Referral to the Board of Adjustment. In the event that the Zoning Administrator denies the Administrative Adjustment, the applicant may seek a Variance per Section 6.03.20.

6.04 Other Applicable Procedures

6.04.1 Mandatory Homeowners' Association.

A. Purpose. To outline the applicability and requirements of a Mandatory Homeowners' Association as applicable to application of this Code.

B. Applicability. When a residential subdivision contains any physical facilities, structures, improvements, systems, areas or grounds held in common and necessary or desirable for the welfare of the area or subdivision, or that are of common use or benefit and that are not or cannot be satisfactorily maintained by the City or another public agency, the City may require the establishment and creation of a Mandatory Homeowners' Association to assume and be responsible for the continuous and perpetual operation, maintenance and supervision of such facilities, structures, improvements, systems, areas or grounds.

C. Approval. If the establishment and creation of a Mandatory Homeowners' Association is required by the City, a copy of the agreements, covenants and restrictions establishing and creating the association must be approved by the City Attorney and City Council prior to the approval of the Final Plat of the subdivision and must be filed of record with such Final Plat with Montezuma County, Colorado. Such Final Plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by such association.

D. Responsibilities. Such Mandatory Homeowners' Associations shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in parkways, common areas, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainageways or drainage structures, or at subdivision entryways.

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Subdivision entryway treatments or features shall not be allowed unless a mandatory homeowners' association as required herein is established and created.

E. Dedications to Association. All facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by a mandatory homeowners' association, other than those located in public easements or rights-of-way, shall be dedicated by easement or deeded in fee simple ownership interest to such association. Such easements or ownership shall be clearly identified on the final plat of the applicable subdivision.

F. Contents of Agreements. At a minimum, the agreements, covenants and restrictions establishing and creating a mandatory homeowners' association required herein shall contain and/or provide for the following:

1. Definitions of terms contained therein;
2. Provisions acceptable to the city for the establishment and organization of the mandatory homeowners' association and the adoption of by-laws for such association, including provisions requiring that the owner(s) of any lot or lots within the applicable subdivision and any successive buyer(s) shall automatically and mandatorily become a member of the association;
3. The initial term of the agreements, covenants and restrictions establishing and creating the association shall be for a twenty-five (25) year period and shall automatically renew for successive ten (10) year periods, and the association may not be dissolved without the prior written consent of the City;
4. Provisions acceptable to the city to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association and to establish a reserve fund for such purposes;

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5. Provisions prohibiting the amendment of any portion of the association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association without the prior written consent of the City;
6. The right and ability of the City or its lawful agents, after due notice to the association, to remove any landscape systems, features or elements that cease to be maintained by the association; to perform the responsibilities of the association if the association fails to do so in compliance with any provisions of the agreements, covenants or restrictions of the association or of any applicable city codes or regulations; to assess the association for all costs incurred by the City in performing such responsibilities if the association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or city codes or regulations; and
7. Provisions indemnifying and holding the City harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the association or from the City's performance of the aforementioned operation, maintenance or supervision responsibilities of the association due to the association's failure to perform such responsibilities.

6.04.2 Certificates of Occupancy.

A. Purpose. To establish a process for application of Certificates of Occupancy.

B. Applicability. After a building is approved, erected, and inspected, a certificate of occupancy map be granted.

C. Application. A Certificate of Occupancy shall be applied for concurrent with the application for a building permit and will be issued within ten

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(10) days after the completion of the erection, alteration or conversion of such building or land provided such construction or change has been made in complete conformity to the provisions of this Code.

D. Record. A record of all Certificates of Occupancy shall be kept on file in the office of the Building Official, and copies shall be furnished, on request, to any person having a proprietary or tenancy interest in the land or building affected.

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Chapter 7 – Historic Preservation (New)

7.01 General Provisions

7.01.1 Table of Contents.

A. 7.01 – General Provisions

B. 7.02 – Historic Preservation Board

C. 7.03 – Procedure for Designation

D. 7.04 – Standards for Designation, Alteration, and Demolition

7.01.2 Purpose.

A. The purpose of this section is to enhance our community's local resources and to promote the public interest in historic preservation through:

1. The protection and preservation of the City's architectural, historic, and cultural heritage, as embodied in designated historic structures, sites and districts, by appropriate regulations and incentives;

2. The establishment of a City register listing designated buildings, structures, sites, signs, and districts; and

3. The provision of educational opportunities to increase public appreciation of Cortez's unique heritage.

7.01.3 Applicability.

A. This Chapter applies to processes related to the City's local register of historic buildings, sites, and districts. This Chapter does not apply to processes related to State and National historic designations, which must be addressed by those respective agencies.

1. Local Historic Register. Buildings, sites, and districts can be listed on the local historic register after being approved through the process described in this Chapter.

2. Colorado State Register of Historic Properties. The State of Colorado's Historic Preservation Office (SHPO) administers the state's register of historic properties. Properties listed on the National Register of Historic Places are automatically placed in the Colorado State Register. They may also be nominated separately to the Colorado State Register without inclusion in the National Register.

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3. National Register of Historic Places. The National Register of Historic Places is a federal historic preservation program that is administered at the state level by the Historic Preservation Office (SHPO).

7.02 Historic Preservation Board

7.02.1 Board Established.

A. The Historic Preservation Board, referred to in this section as the "Board," shall be appointed by City Council and have principal responsibility for matters of historic preservation within the City of Cortez.

7.02.2 Membership.

A. The Board shall consist of seven (7) members, which shall be made up from representatives from Montezuma County Historical Society, Cortez Cultural Center, Planning Commission, and the Chamber of Commerce, as well as three (3) at large positions. It is encouraged that one member at large be a local realtor.

1. There shall be no requirement that the three (3) at large positions be property owners within the City of Cortez, nor shall there be any requirement that the three at large members be residents of the City of Cortez.

2. Specific membership guidelines are that at least forty (40) percent of Board members shall be professionals in preservation-related disciplines, such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies, American civilization, cultural geography, or cultural anthropology.

7.02.3 Appointments and Terms of Office.

A. Members of the Board shall be appointed by the City Council and shall serve three (3) year staggered terms from the date of their appointment.

1. Members may continue to serve until their successors have been appointed. Appointments to fill the vacancies on the Board shall be made by the City Council. All members of the Board shall serve without compensation except for such amounts determined appropriate, in advance, by the City Council to offset expenses incurred in the performance of their duties. Members of the Board may be removed by the City Council without cause being stated.

2. Until such time that the members of the Board are appointed, City Council shall act as the Board.

7.02.4 Quorum and Voting.

A. A quorum for the Board shall consist of three (3) members. A quorum is necessary for the Board to conduct business, including holding a public hearing. A roll call

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vote shall be taken upon the request of any member. A tie vote shall be deemed a denial of the motion or recommended action.

7.02.5 Officers.

A. The Board shall, by majority vote, elect one (1) of its members to serve as chairperson to preside over the Board's meetings, one (1) member to serve as the vice-chairperson, and one (1) member to serve a secretary to the board. The members so designated shall serve in these capacities for terms of one (1) year.

7.02.6 Meetings.

A. The Board shall establish a regular meeting schedule. Minutes shall be kept of all Board proceedings. The Board shall conduct its business in accordance with the Public Meetings Acts, Public Records Act, and other laws applicable to local public bodies.

7.02.7 Powers and Duties.

A. The Board shall, after solicitation of public comment, and at a properly noticed public meeting:

1. Recommend eligibility criteria for the review and designation of historic resources and for review of proposals to alter designated resources.
2. Recommend to City Council the establishment of construction and design standards which would apply to new construction within designated historic districts as well as to the renovation or alteration of designated historic structures. Prior to the adoption of any such standards, the Board shall forward said standards to the Planning Commission for a courtesy review, prior to final review by City Council.
3. Review and determine qualifications of properties nominated for designation as either an historic structure, site, or district and recommend that City Council designate by ordinance those properties qualifying for such designation.
4. Review and make recommendations to staff, the applicant, or City Council on any application for alterations or demolition.
5. Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, including nomination to the City Register, the Colorado State Register of Historic Properties, and the National Register of Historic Places.
6. Develop and assist in public education programs including, but not limited to, walking tours, brochures, and a marker program for historic properties, lectures, exhibits, and conferences.

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7. Conduct surveys of prehistoric and historic sites, properties, and areas for the purpose of defining those of historic significance and prioritizing the importance of identified historic areas.
8. Create a list of structures of historical or archaeological merit, which have not been designated, but may be eligible for designation or future survey.
9. Advise the City Council on matters related to preserving the historic character and substance of the city and recommend easements, covenants, permits, and other methods which would implement the completion of purposes of this code.
10. Actively pursue financial assistance for preservation-related programs.
11. Propose to the City Council by-laws, as the Board deems necessary.

7.02.8 City Registry Established.

A. A City Register of historic sites shall be maintained and serve as a means of providing recognition to and encouraging the preservation of historic resources in the City of Cortez.

B. Structures or districts may be listed on the City Register only if the site, structure, or district has been designated by the City Council following recommendation by the Board.

C. All properties listed on the national or state register are eligible for the City Register but are not designated until approval, pursuant to this section, is obtained.

7.02.9 Designation of Historic Buildings, Structures, Sites, and Districts.

A. Pursuant to the procedures set forth in this section, property owners may apply to designate the following resource to be listed on the City Register:

1. An individual structure, site, or feature having historic significance or architectural value;
2. An integrated group of structures and features on a single lot or site having a historic significance or architectural value; or
3. A historic district or area containing a number of structures or sites having historic significance or architectural value.

B. Each such designation shall include the following:

1. A description of the characteristics of the structure, site, or historic district which justify its designation;
2. A description of the particular features that should be preserved; and

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3. A legal description of the location and boundaries of the historic structure, site, or district.

C. The property included in any such designation shall be subject to the provisions set forth in this section.

D. No individual structure or site will be designated without the consent of all owners of record and the provisions of this section.

E. The purpose and effect of designation is:

1. To assist local groups interested in preservation of physical structures, sites or districts, and to recognize locally significant structures, sites, or districts;
2. To provide a mechanism to educate the public on local history, development of the community, architectural styles, and housing and business development;
3. To enable the owners of the property in the city to take advantage of historic preservation programs and opportunities at the local and state level; and
4. To make all properties listed on the City Register eligible for such incentive programs as may be developed.
5. To preserve local history and retain the community's sense of identity.

7.03 Procedure for Designation

7.03.1 Nomination.

A. A nomination for designation listing in the City Register may be made by the Board or by any resident by filing an application with the department of Planning and Building. Where nominated by the Historic Preservation Board, the department and at least one (1) member of the Historic Preservation Board shall contact the owner or owners of such historic resources or historic district outlining the reasons and effects of designation and, if possible, shall secure the consent of the owner or owners to such designation before the nomination is accepted as complete for review. The applicant shall pay all public notice expenses, recording fees and any other fees established by resolution of the City Council.

7.03.2 Historic Preservation Board Review.

A. Following determination that the application for historical designation is complete (see Section 6.02 for details on application and completeness review), the Zoning Administrator shall review the application for compliance with this Code.

B. The Zoning Administrator shall forward the request to the Historic Preservation Board, with their recommendation, to be placed on the agenda for the next regularly-scheduled meeting. The hearing on the requested designation will occur

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not more than ninety (90) days from the date of determination that the application is complete.

1. Notice of the public hearing shall be in accordance with Section 6.02.5 of this Code.

C. The Board shall review the application for conformance with the established criteria for designation and with the purposes of this section.

D. Within ten (10) days after the conclusion of the public meeting, but in no event more than thirty (30) days after the meeting, unless mutually agreed by the Board, the applicant and the owner or owners other than the applicant, the Board shall recommend either approval, modification and approval or disapproval of the application. The Board may recommend approval conditional upon the execution of certain easements, covenants, or licenses.

E. If the Board approves an application, the Board shall forward the application with a copy of its report and findings of approval to City Council, including any requirements as to easements, covenants, or licenses that must be met by the property owner to receive and/or maintain the designation. The Board shall also notify City Council within thirty (30) days of any decision disapproving a designation.

7.03.3 City Council Review.

A. The City Council shall hold a public hearing to consider adopting by ordinance those properties qualifying for historic designation no more than thirty (30) days after receipt of the Board's recommendation. Notice of the public hearing shall be in accordance with Section 6.02.5 of this Code.

B. The City Council shall review the application for conformance with the established criteria for designation and with the purpose of this section.

7.03.4 Post Approval Procedures.

A. Owner Notification. When a structure, site, or historic district has been designated as provided herein, the Department of Planning and Building shall notify the record owners of the property, according to the County Assessor's records or other available information, and record the designation with the County Clerk and Recorder.

B. Limitation on Resubmission and Reconsideration of Proposed Designation. Whenever the Historic Preservation Board or the City Council disapproves a proposed designation, no person shall submit an application that is the same or substantially the same for at least one (1) year from the effective date of the final action on the denied application.

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7.04 Standards for Designation, Alteration, and Demolition

7.04.1 Standards for Designation.

A. The Board and City Council will consider the following criteria in reviewing nominations of properties and districts for designation.

1. Structures. Structures must be at least fifty (50) years old and meet one (1) or more of the following criteria for architectural, cultural, or geographic/environmental significance. A structure can be exempted from the age standard if the City Council finds it to be exceptionally important in other criteria.

2. Architectural, Cultural or Geographic/ Environmental Criteria. Historic structures, sites, or districts shall meet one (1) or more of the following criteria in order to be considered for designation.

a. Architectural:

i. Exemplifies specific elements of an architectural style or period;

ii. Is an example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;

iii. Demonstrates superior craftsmanship or high artistic value;

iv. Represents an innovation in construction, materials, or design;

v. Represents a built environment of a group of people in an era of history;

vi. Exhibits a pattern or grouping of elements representing at least one (1) of the above criteria;

vii. Is a significant historic remodel.

b. Cultural:

i. Is a site that of historic event that influenced society;

ii. Exemplifies cultural, political, economic, or ethnic heritage of the City; or

iii. Is associated with a notable person or the work of a notable person.

c. Geographic/Environmental:

i. Enhances the sense of identity of the City; or

ii. Is an established and familiar natural setting or visual feature of the City.

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3. Prehistoric and Historic Archaeological Structures or Sites. Prehistoric and historic archaeological structures, sites, or districts shall meet one (1) or more of the following:
    a. Architectural:
        i. Exhibits distinctive characteristics of a type, period, or manner of construction
    b. Cultural:
        i. Has the potential to make an important contribution to the knowledge of the area's history or prehistory;
        ii. Is associated with an important event in the area's development;
        iii. Is associated with a notable person(s) or the work of a notable person(s);
        iv. Is a typical example or is associated with a particular ethnic or other community group; or
        v. Is a unique example of an event in local history.
    c. Geographic/Environmental:
        i. Is geographically or regionally important.
4. General Criteria. Each property will also be evaluated based on physical integrity using the following criteria (a property need not meet all the following criteria):
    a. Retains original design features, materials, and/or character;
    b. Is in the original location or same historic context if it has been moved;
    c. Has been accurately reconstructed or restored.
5. Historic Districts. For the purposes of this section, a district is a geographically definable area including a concentration, linkage, or continuity of sites, buildings, structures and/or objects. A district is related by a pattern of either physical elements or social activities.
    a. Significance is determined by applying criteria to the pattern(s) and unifying element(s).
    b. Nominations will not be approved unless the application contains written approval from owners of at least seventy (70) percent of the properties within the district boundaries.

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c. Properties that do not contribute to the significance of the historic district may be included within the boundaries as long as the noncontributing elements do not noticeably detract from the district's sense of time, place and historical development. Noncontributing elements will be evaluated for their magnitude of impact by considering their size, scale, design, location, and/or information potential.

d. District boundaries will be defined by visual changes, historical documentation of different associations or patterns of development, or evidence of changes in site type or site density as established through testing or survey.

e. When districts are designated, applicable design guidelines and other appropriate restrictions may be included as part of the designation.

f. In addition to meeting at least one (1) of the criteria outlined in subsection (g)(8) of this section, the designated contributing sites and structures within the district must be at least fifty (50) years old. The district could be exempt from the age standard if the resources are found to be exceptionally important in other significant criteria.

7.04.2 Standards for Alteration of Designated Historic Resources.

A. A property owner may submit a Certificate of Alteration to City staff for Board review prior to making any alterations to the exterior of structures or resources designated as historic.

1. A Certificate of Alteration does not prohibit alteration. It aids the property owner in understanding what is required to maintain their status on the historic register.

2. A Certificate of Alteration shall be provided at no financial cost to the applicant, and act as a courtesy review of proposed changes to a historic structure or site.

3. For this section, the term "alteration" shall mean any proposed modification to a designated historic site, structure, or district, which could have an effect on the character of the historic resources relative to the criteria by which it was designated.

4. Examples of alterations for structures may include additions, including porches, any exterior modifications; signage to be affixed to the facade; new paint; and any interior modifications that may affect the characteristics for which the structure was designated.

B. Criteria to Review Alterations. In reviewing a proposed alteration, the Board shall consider the project in terms such as design, finish, material, scale, mass and height.

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When the subject site is in a historic district, the Board must also find that the proposed development is visually compatible with the development on adjacent properties, as well as any guidelines adopted as part of the given historic district designation. For this section, the term "compatible" shall mean consistent with, harmonious with, and/or enhances the mixture of complementary architectural styles either of the architecture of an individual structure or the character of the surrounding structures. The Board shall use the following criteria to determine compatibility of a proposed alteration:

1. The effect upon the general historical and architectural character of the structure and property;
2. The architectural style, arrangement, texture, and material used on the existing and proposed structures and their relation and compatibility with other structures;
3. The size of the structure, its setbacks, its site, location, and the appropriateness thereof, when compared to existing structure and the site;
4. The compatibility of accessory structures and fences with the main structure on the site, and with other structures;
5. The effects of the proposed work in creating, changing, destroying, or otherwise impacting the exterior architectural features of the structure upon which such work is done;
6. The condition of existing improvements and whether they are a hazard to public health and safety; or
7. The effects of the proposed work upon the protection, enhancement, perpetuation, and use of the property.
8. The ability to comply with the Secretary of the Interior's Standards for Rehabilitation.

C. It is the intent of the alteration review criteria process to encourage work on any of the structures or properties designated as historic to be in keeping with the spirit and intent of this chapter; however, the Board shall only have the power to review and make suggestions as appropriate to maintain compliance with the criteria found in Section 7.04.2. Compliance with the review process by the applicant shall be mandatory for any structures or resources designated as historic after the adoption of Ordinance No. 1140, Series 2010. Compliance with the review criteria for structures or resources designated as historic prior to the adoption of said ordinance shall be voluntary. Notwithstanding, any alterations to historic resources that are made which are not in keeping with the review criteria may be subject to revocation of designation.

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D. Properties on the National Register of Historic Places. If a property is on the National Register of Historic Places, the property owner is required to follow procedures identified in the National Historic Preservation Act (NHPA) Section 106.

E. Revocation of Designation. If a building or special feature on a designated site has been altered in such a way so as to negate the features necessary to retain historic designation, the owner may apply to the Board for a revocation of the designation per the same procedure as designation in Section 7.03. The Board shall recommend revocation of the designation to the City Council in the absence of the owner's application to do so.

F. The Certificate of Alterations and associated application submittal materials shall be kept in the City record which shall be open to the public.

7.04.3 Standards for Demolition of Locally Designated Historic Resources

A. A property owner may submit a Demolition Permit to City staff for Board review prior to demolition of structures or resources designated on the Local Historic Register.

1. Property owners are encouraged to submit a Demolition Permit per City process and as a courtesy review to allow the Board the opportunity to document the structure or resource before demolition.

2. The Demolition Permit and associated application submittal materials shall be kept in the City record.

7.04.4 Standards for Alterations to Signs.

A. Any proposed changes that alter the appearance of a historic sign shall undergo a review process by the Historic Preservation Board.

B. The Board shall determine if the alteration is compatible with the historic designation and with the review criteria as outlined in Section 7.04.2.

C. Compliance with the review criteria shall be mandatory for any signs designated as historic after the adoption of Ordinance No. 1140, Series 2010.

D. Compliance with the review criteria for signs designated as historic prior to the adoption of said ordinance shall be voluntary; however, any alterations to historic signs that are not in keeping with the review criteria may be subject to revocation of designation.

E. Notwithstanding, repairs and mechanical upgrades to a historic sign may be approved by the Department of Planning and Building, in the interest of public safety. In the event that the advertised business closes, any signs designated as historic may be allowed to remain on the building.

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F. Nothing in this section, however, shall prohibit subsequent property owners from applying for a sign permit to advertise for a new business. Such sign permits shall be issued by the Department of Planning and Building on a case-by-case basis.

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Chapter 8 - Floodplain Regulations

8.01 General Provisions

8.01.1 Table of Contents.

A. 8.01 – General Provisions

B. 8.02 – Definitions

C. 8.03 – Administration of Floodplain Regulations

D. 8.04 – Provisions For Flood Hazard Reduction

8.01.2 Statutory Authorization.

A. The Legislature of the state of Colorado has, in Title 29, Article 20 of the Colorado Revised Statutes, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Cortez City Council of the City of Cortez, Colorado, does hereby adopt the following floodplain regulations.

8.01.3 Findings of Fact.

A. The flood hazard areas of the City of Cortez are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety, and general welfare of the public.

B. These flood losses are created by the cumulative effect of obstructions in floodplains that cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

8.01.4 Statement of Purpose.

A. It is the purpose of this Chapter to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;

2. Minimize expenditure of public money for costly flood control projects;

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3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to critical facilities, infrastructure and other public facilities such as water, sewer and gas mains; electric and communications stations; and streets and bridges located in floodplains;
6. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
7. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
8. Control filling, grading, dredging and other development which may increase flood damage;
9. Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or that may increase flood hazards to other lands.
10. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
11. Ensure that potential buyers are notified that property is located in a flood hazard area.

8.01.5 Applicability.

A. The Chapter shall apply to all special flood hazard areas and areas removed from the floodplain by the issuance of a FEMA letter of map revision based on fill (LOMR-F) within the jurisdiction of the City of Cortez, Colorado.

8.01.6 Basis for Establishing the Special Flood Hazard Area.

A. The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Montezuma County, Colorado, and Incorporated Areas," dated September 26, 2008, with accompanying flood insurance rate maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this Chapter. These special flood hazard areas identified by the FIS and attendant mapping are the minimum area of applicability of this chapter and may be supplemented by studies designated and approved by the Cortez City Council. The floodplain administrator shall keep a copy of the flood insurance study (FIS), DFIRMs, and/or FIRMS on file and available for public inspection.

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8.01.7 Establishment of Floodplain Development Permit.

A. A Floodplain Development Permit shall be required to ensure conformance with the provisions of this Chapter.

8.01.8 Compliance.

A. No structure or land shall hereafter be located, altered, or have its use changed within the special flood hazard area without full compliance with the terms of this chapter and other applicable regulations. Nothing herein shall prevent the Cortez City Council from taking such lawful action as is necessary to prevent or remedy any violation. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.

8.01.9 Abrogation and Greater Restrictions.

A. The ordinance from which this chapter is derived is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance from which this chapter is derived and another ordinance, easement, covenant, nor deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

8.01.10 Interpretation.

A. In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

8.01.11 Warning and Disclaimer of Liability.

A. The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes.

B. This Chapter does not imply that land outside the special flood hazard area or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Chapter, or any administrative decision lawfully made thereunder.

8.01.12 Severability.

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A. This Chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

8.02 Definitions

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted to give them the meaning they have in common usage and to give this Chapter its most reasonable application.

1. "100-year flood" means a flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms "one hundred-year flood" and "one percent chance flood" are synonymous with the term "100-year flood." The term does not imply that the flood will necessarily happen once every one hundred (100) years.
2. "100-year flood plain" means the area of land susceptible to being inundated as a result of the occurrence of a one hundred-year flood.
3. "500-year flood" means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term does not imply that the flood will necessarily happen once every five hundred (500) years.
4. "500-year flood plain" means the area of land susceptible to being inundated as a result of the occurrence of a five hundred-year flood.
5. "Addition" means any activity that expands the enclosed footprint or increases the square footage of an existing structure.
6. "Alluvial fan flooding" means a fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.
7. "Area of shallow flooding" means a designated zone AO or AH on a community's flood insurance rate map (FIRM) with a one (1) percent chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

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8. "Base Flood Elevation (BFE)" means the elevation shown on a FEMA flood insurance rate map for zones AE, AH, AI-MO, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one (1) percent chance of equaling or exceeding that level in any given year.
9. "Basement" means any area of a building having its floor sub-grade (below ground level) on all sides.
10. "Channel" means the physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.
11. "Channelization" means the artificial creation, enlargement or realignment of a stream channel.
12. "Code of Federal Regulations (CFR)" means the codification of the general and permanent Rules published in the Federal Register by the executive departments and agencies of the federal government. It is divided into fifty (50) titles that represent broad areas subject to federal regulation.
13. "Community" means any political subdivision in the state of Colorado that has authority to adopt and enforce floodplain management regulations through zoning, including, but not limited to, cities, towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.
14. "Conditional letter of map revision (CLOMR)" means FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.
15. "Critical facility" means a structure or related infrastructure, but not the land on which it is situated, as specified in Article V, Section 7.260, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood. See Article V, Section 7.260.
16. "Development" means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
17. "DFIRM database" means database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.
18. "Digital flood insurance rate map (DFIRM)" means FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

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19. "Elevated building" means a non-basement building (i) built, in the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.
20. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
21. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
22. "Federal register" means the official daily publication for rules, proposed rules, and notices of federal agencies and organizations, as well as executive orders and other presidential documents.
23. "FEMA" means Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.
24. "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
    a. The overflow of water from channels and reservoir spillways;
    b. The unusual and rapid accumulation or runoff of surface waters from any source; or
    c. Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).
25. "Flood insurance rate map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

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26. "Flood insurance study (FIS)" means the official report provided by the Federal Emergency Management Agency. The report contains the flood insurance rate map as well as flood profiles for studied flooding sources that can be used to determine base flood elevations for some areas.
27. "Floodplain or flood-prone area" means any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.
28. "Floodplain administrator" means the community official designated by title to administer and enforce the floodplain management regulations.
29. "Floodplain development permit" means a permit required before construction or development begins within any special flood hazard area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this floodplain management ordinance.
30. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.
31. "Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
32. "Flood control structure" means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.
33. "Floodproofing" means any combination of structural and/or non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
34. "Floodway (regulatory floodway)" means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The

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Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of map revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

35. "Freeboard" means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.
36. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
37. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
38. "Historic structure" means any structure that is:
    a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
    b. Certified or preliminary determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
    c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
    d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
        i. By an approved state program as determined by the Secretary of the Interior; or
        ii. Directly by the Secretary of the Interior in states without approved programs.
39. "Letter of map revision (LOMR)" means FEMA's official revision of an effective flood insurance rate map (FIRM), or flood boundary and floodway map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs), or the special flood hazard area (SFHA).

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40. "Letter of map revision based on fill (LOMR-F)" means FEMA's modification of the special flood hazard area (SFHA) shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway.
41. "Levee" means a man-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMS as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.
42. "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
43. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating, or recreation or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.
44. "Manufactured home" means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
45. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.
46. "Material safety data sheet (MSDS)" means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.
47. "Mean sea level" means for purposes of the National Flood Insurance Program, the "North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

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48. "National Flood Insurance Program (NFIP)" means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.
49. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
50. "No-rise certification" means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the flood insurance rate map (FIRM) or flood boundary and floodway map (FBFM).
51. "Physical map revision (PMR)" means FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.
52. "Recreational vehicle" means a vehicle which is:
    a. Built on a single cassis;
    b. Four hundred (400) square feet or less when measured at the largest horizontal projections;
    c. Designed to be self-propelled or permanently towable by a light duty truck; and
    d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
53. "Special flood hazard area" means the land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.
54. "Start of construction" means the date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the

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installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

55. "Structure" means a walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

56. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure just prior to when the damage occurred.

57. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

    a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or

    b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

58. "Threshold planning quantity (TPQ)" means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the state that such facilities are subject to emergency planning requirements.

59. "Variance" means a grant of relief to a person from the requirement of this chapter when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this chapter. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations).

60. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance

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required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

61. "Water surface elevation" means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

8.03 Administration of Floodplain Regulations

8.03.1 Designation of the Floodplain Administrator.

A. The Cortez Zoning Administrator, or their duly-appointed representative, is hereby appointed as Floodplain Administrator to administer, implement, and enforce the provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

8.03.2 Duties and Responsibilities of the Floodplain Administrator.

A. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate required by Section 8.03.5.

2. Review, approve, or deny all applications for floodplain development permits required by adoption of this chapter.

3. Review floodplain development permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

5. Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this chapter, including proper elevation of the structure.

6. Where interpretation is needed as to the exact location of the boundaries of the special flood hazard area (for example, where there appears to be a conflict

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between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

7. When base flood elevation data has not been provided in accordance with Section 8.01.6, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a federal, state, or other source, in order to administer the provisions of Section 8.04.

8. For waterways with base flood elevations for which a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

9. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a conditional FIRM revision through FEMA (conditional letter of map revision), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.

10. Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Colorado Water Conservation Board, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.

11. Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8.03.3 Permit Procedures.

A. Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by the City and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to special flood hazard area. Additionally, the following information is required:

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1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
3. A certificate from a registered Colorado Professional Engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 8.04.2;
4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
5. Maintain a record of all such information in accordance with Section 8.03.2.

B. Approval or denial of a floodplain development permit by the Floodplain Administrator shall be based on all of the provisions of this Chapter and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development;
5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
8. The necessity to the facility of a waterfront location, where applicable;
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
10. The relationship of the proposed use to the comprehensive plan for that area.

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8.03.4 Variance Procedures.

A. The Following procedures shall apply to this Chapter:

1. The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this Chapter.
2. The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
3. Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
4. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 8.03.3 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter as stated in Section 8.01.4.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:

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a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b. Variances shall only be issued upon:

i. Showing a good and sufficient cause;

ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

c. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

a. The criteria outlined in Section 8.03.4, subsections 1—9 are met, and

b. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

8.03.5 Penalties for Violation.

A. A person who violates any provision of this Chapter shall be punished as set forth in Section 1.06 of this Code.

8.04 Provisions For Flood Hazard Reduction

8.04.1 General Standards.

A. In all special flood hazard areas the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral

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movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
5. All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
6. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and
8. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

8.04.2 Specific Standards.

A. In all special flood hazard areas where base flood elevation data has been provided as set forth in Sections 8.01.6, 8.03.2 or 8.04.7, the following provisions are required:

1. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one-foot above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, Architect, or Land Surveyor. Such certification shall be submitted to the Floodplain Administrator.

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2. Nonresidential construction. With the exception of critical facilities, outlined in Section 8.04.5, new construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one-foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that at one-foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

B. A registered Colorado Professional Engineer or Architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. Such certification shall be maintained by the floodplain administrator, as proposed in Section 8.03.3.

1. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered Colorado Professional Engineer or architect or meet or exceed the following minimum criteria:

   a. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.

   b. The bottom of all openings shall be no higher than one-foot above grade

   c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

2. Manufactured Homes. All manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured

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home park or subdivision on which manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are elevated to one-foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above paragraph, shall be elevated so that either:
    a. The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are one-foot above the base flood elevation, or
    b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
4. Recreational vehicles. All recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:
    a. Be on the site for fewer than one hundred eighty (180) consecutive days,
    b. Be fully licensed and ready for highway use, or
    c. Meet the permit requirements of Section 8.03.3, and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section.

C. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

1. Prior Approved Activities (Optional). Any activity for which a floodplain development permit was issued by the city of Cortez or a CLOMR was issued by FEMA prior to January 14, 2014, may be completed according to the standards in place at the time of the permit or CLOMR issuance, and will not be considered in violation of this chapter if it meets such standards.

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8.04.3 Standards for Areas of Shallow Flooding (AO/AH zones).

A. Located within the special flood hazard area established in Section 8.01.6, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. Residential Construction. All new construction and substantial improvements of residential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one-foot above the depth number specified in feet on the community's FIRM (at least three (3) feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, Architect, or Land Surveyor. Such certification shall be submitted to the floodplain administrator.

2. Nonresidential Construction. With the exception of critical facilities, outlined in Section 8.04.5, all new construction and substantial improvements of non-residential structures, must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified), or together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy. A registered Colorado Professional Engineer or Architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in Section 8.03.3, are satisfied.

B. Within zones AH or AO, adequate drainage paths around structures on slopes are required to guide flood waters around and away from proposed structures.

8.04.4 Floodways.

A. Floodways are administrative limits and tools used to regulate existing and future floodplain development. The state of Colorado has adopted floodway standards that are more stringent than the FEMA minimum standard (see definition of

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floodway in Article II). Located within special flood hazard area established in Article III, Section 7.070, are areas designated as floodways. Since the Floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado Professional Engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a no-rise certification) in flood levels within the community during the occurrence of the base flood discharge.
2. If Section 8.04.3(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V.
3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.

8.04.5 Alteration of a Watercourse.

A. For all proposed developments that alter a watercourse within a special flood hazard area, the following standards apply:

1. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
2. Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.
3. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable federal, state and local floodplain rules, regulations and ordinances.
4. Any stream alteration activity shall be designed and sealed by a registered Colorado Professional Engineer or Certified Professional Hydrologist.

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5. All activities within the regulatory floodplain shall meet all applicable federal, state and the city of Cortez floodplain requirements and regulations.
6. Within the regulatory floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a floodway analysis and report, sealed by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions Floodway resulting from the project, otherwise known as a no-rise certification, unless the community first applies for a CLOMR and floodway revision in accordance with Section 8.04.3.
7. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

8.04.6 Properties Removed From the Floodplain by Fill.

A. A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA letter of map revision based on fill (LOMR-F), unless such new structure or addition complies with the following:

1. Residential Construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one-foot above the base flood elevation that existed prior to the placement of fill.
2. Nonresidential Construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one-foot above the base flood elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one-foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

8.04.7 Standards for Subdivision Proposals.

A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be reasonably safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.

B. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development

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permit requirements of Sections 8.01.6, 8.03.3. and the provisions of Section 8.04 of this Chapter.

C. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to Sections 8.01.5 or 8.03.2 of this Chapter.

D. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

E. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

8.04.8 Standards for Critical Facilities.

A. A critical facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

1. Classification of Critical Facilities. Critical Facilities are classified under the following categories: (a) essential services; (b) hazardous materials; (c) at-risk populations; and (d) vital to restoring normal services. It is the responsibility of the Cortez City Council to identify and confirm that specific structures in their community meet the criteria within this Section.

2. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines.

   a. These facilities consist of:

      i. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and, emergency operation centers);

      ii. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors offices, and non-urgent care medical structures that do not provide these functions);

      iii. Designated emergency shelters;

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iv. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);

v. Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and

vi. Air transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).

b. Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.

c. Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the Cortez City Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Article, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Cortez City Council on an as-needed basis upon request.

3. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

a. These facilities may include:

i. Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);

ii. Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;

iii. Refineries;

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iv. Hazardous waste storage and disposal sites; and

v. Above ground gasoline or propane storage or sales centers.

b. Facilities shall be determined to be critical facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a material safety data sheet (MSDS) on file for any chemicals stored or used in the work place, AND the chemical(s) is stored in quantities equal to or greater than the threshold planning quantity (TPQ) for that chemical, then that facility shall be considered to be a critical facility. The TPQ for these chemicals is: Either five hundred (500) pounds or the TPQ listed (whichever is lower) for the three hundred fifty-six (356) chemicals listed under 40 C.F.R. § 302 (2010), also known as extremely hazardous substances (EHS); or ten thousand (10,000) pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 C.F.R. § 302 (2010) and OSHA regulation "Occupational Safety and Health Standards," 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation of this chapter, but exclude later amendments to or editions of the regulations

c. Specific exemptions to this category include:

i. Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.

ii. Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.

iii. Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products.

d. These exemptions shall not apply to buildings or other structures that also function as critical facilities under another category outlined in this article.

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4. At-risk population facilities include medical care, congregate care, and schools.
    a. These facilities consist of:
        i. Elder care (nursing homes);
        ii. Congregate care serving twelve (12) or more individuals (day care and assisted living);
        iii. Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving twelve (12) or more children);
5. Facilities vital to restoring normal services including government operations.
    a. These facilities consist of:
        i. Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);
        ii. Essential structures for public colleges and universities (dormitories, offices, and classrooms only).
    b. These facilities may be exempted if it is demonstrated to the Cortez City Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this chapter, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Cortez City Council on an as-needed basis upon request.
6. Protection for Critical Facilities. All new and substantially improved critical facilities and new additions to critical facilities located within the special flood hazard area shall be regulated to a higher standard than structures not determined to be critical facilities. For the purposes of this chapter, protection shall include one (1) of the following:
    a. Location outside the special flood hazard area; or
    b. Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two (2) feet above the base flood elevation.

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7. Ingress and Egress for New Critical Facilities. New critical facilities shall, when practicable as determined by the Cortez City Council, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

8.04.9 Certification.

A. If the ordinance from which this chapter is derived conflicts with any other floodplain, damage control ordinance, regulation, or uniform code adopted by the city, this chapter shall be controlling and take precedence over any other conflicting city ordinance, regulation, or uniform code.

B. It is hereby found and declared by the City of Cortez that flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that the ordinance from which this chapter is derived become effective immediately.

C. Therefore, an emergency is hereby declared to exist, and this chapter, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

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CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: JEREMY PATTON, AIRPORT MANAGER

Date: 11 March 2024

RE: **Ordinance No. 1333, Series 2025**

BACKGROUND

The airport received a request from a tenant to process a partial transfer of ownership of a private hangar that is under an Airport Land Lease and Hangar Development Agreement. Hangar Lot N3 (North #3), with owners Lars Bjorkqvist and John Patton III, has been under an agreement with the City since 2016 upon the sale and transfer of this hangar from the City of Cortez. Lars Bjorkqvist sold his undivided 50% ownership interest in the hangar to Paul Barry, a subtenant of another hangar on the field. Mr. Berry will assume ownership of 50% of said hangar with existing owner John Patton III. We are simply processing an assignment of Mr. Bjorkqvist's leasehold interest in the Airport Land Lease and Hangar Development Agreement to Mr. Berry.

DISCUSSION

Lease agreements and assignments of lease agreements must be approved by ordinance. This memo requests approval on second and final reading of an ordinance accepting and approving the assignment of the land lease agreement.

FISCAL IMPACT

No change to the annual lease agreement revenue.

RECOMMENDATION

Staff recommends that Council approve on second and final reading Ordinance 1333, Series 2025, an ordinance authorizing and approving the assignment of an Airport Land Lease and Hangar Development Agreement at the Cortez Municipal Airport.

MOTION

If agreed upon by the City Council, a possible motion would be: I move that Council approve on second and final reading Ordinance 1333, Series 2025, an ordinance authorizing and approving the assignment of an Airport Land Lease and Hangar Development Agreement at the Cortez Municipal Airport.

Attachments

Ordinance No. 1333, Series 2025

ORDINANCE NO. 1333
SERIES 2025

AN ORDINANCE AUTHORIZING AND APPROVING AN ASSIGNMENT OF AN AIRPORT LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT AT THE CORTEZ MUNICIPAL AIRPORT

WHEREAS, Lars Bjorkqvist and John Patton III (collectively "Lessees"), each have an undivided 50% interest as tenants in an Airport Land Lease and Hangar Development Agreement dated February 24, 2016 (the "Lease Agreement"), by which Lessees lease from the City of Cortez (the "City") a tract of land in the East half of Section 8, T.35 N., R. 16 W., of New Mexico Principal Meridian, Montezuma County, Colorado, and being more specifically described as follows:

North Hangar Lot #3
Measuring 76 feet wide by 68 feet deep
Totaling 5,168 square feet of land leased

(the "Leased Premises"); and

WHEREAS, Lars Bjorkqvist desires to assign his undivided 50% interest in the Lease Agreement, including all of his right, title, interest and obligations thereunder, to Paul Berry ("Assignee"); and

WHEREAS, the City desires to accept and approve the assignment by Lars Bjorkqvist of his undivided 50% interest in the Airport Land Lease and Hangar Development Agreement to the Assignee pursuant to the Assignment of Airport Land Lease and Hangar Agreement that is attached hereto and incorporated herein as Exhibit 1.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT this Ordinance No. 1333, Series 2025, an ordinance authorizing and approving an Assignment of Airport Land Lease and Hangar Development Agreement that is attached Exhibit 1, is hereby presented and adopted on First Reading this 25th day of February, 2025, and that the public hearing for the Second and Final Reading of this Ordinance is set for the 11th day of March, 2025, 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.

REPEALER. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE. This ordinance shall be effective upon publication after final passage on Second Reading.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 25th DAY OF FEBRUARY, 2025.

CITY OF CORTEZ

Matthew Keefauver

MATTHEW KEEFAUVER, COUNCIL MEMBER

ATTEST:

Linda L. Smith

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 11th DAY OF MARCH, 2025.

CITY OF CORTEZ

ATTEST:

RACHEL B MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

J. Patrick Coleman

J. PATRICK COLEMAN, CITY ATTORNEY

EXHIBIT 1

ASSIGNMENT OF AIRPORT LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF AIRPORT LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT (this "Assignment Agreement") is entered into effective the 1st day of March, 2025 (the "Effective Date"), by and between the **City of Cortez**, Colorado, a Colorado home rule municipality ("Lessor"), Lars Bjorkqvist and John Patton III (collectively "Lessees"), Lars Bjorkqvist individually ("Assignor"), and Paul Berry ("Assignee"). Lessor, Lessees, Assignor and Assignee may be collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Lessor is the owner and operator of the airport facility known as the Cortez Municipal Airport, located at 22874 County Road F, Cortez, Colorado 81321 (the "Airport"); and

WHEREAS, Lessees each have an undivided 50% interest as tenants in an Airport Land Lease and Hangar Development Agreement entered into by and between Lessor and Lessees on February 24, 2016 (the "Lease Agreement"), by which Lessees lease from Lessor at the Airport a tract of land in the East half of Section 8, T.35 N., R. 16 W., of New Mexico Principal Meridian, Montezuma County, Colorado, and being more specifically described as follows:

North Hangar Lot #3
Measuring 76 feet wide by 68 feet deep
Totaling 5,168 square feet of land leased

(the "Leased Premises"); and

WHEREAS, Article X. ASSIGNABILITY of the Lease Agreement prohibits the assignment of the Lease Agreement to a third party except with the express written consent of Lessor; and

WHEREAS, Assignor desires to assign his undivided 50% interest in the Lease Agreement, including all of his right, title, interest and obligations thereunder, to Assignee; and

WHEREAS, Lessor desires to provide its written consent to the assignment by Assignor of his undivided 50% interest in the Lease Agreement to Assignee pursuant to this Assignment Agreement; and

WHEREAS, Lessees, Assignor and Assignee desire to consent to and accept Assignor's assignment of his interest in the Lease Agreement as set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, including the performance of the covenants and agreements of this Assignment Agreement, the Parties agree as follows:

1. **RECITALS INCORPORATED INTO ASSIGNMENT AGREEMENT:** The Recitals stated herein above are incorporated into and made a part of this Assignment Agreement.

2. **ASSIGNMENT:** Assignor hereby assigns to Assignee all of Assignor's right, title, interest and obligations as a tenant under the Lease Agreement.

3. **ASSUMPTION**: Assignee hereby unconditionally assumes and accepts the assignment all of Assignor's right, title, interest and obligations as a tenant under the Lease Agreement. Assignee shall hereafter be liable for any and all obligations under the Lease Agreement, regardless of whether such obligations arose before or after the Effective Date of this Assignment Agreement. Assignee hereby covenants, for the benefit of Assignor and Lessor, that it will timely perform each and every obligation of "Tenant" under the Lease Agreement in accordance with the terms thereof, from and after the Effective Date of this Assignment Agreement.

4. **CONSENT AND ACCEPTANCE**: Lessees consent to Assignor's assignment of all of his right, title, interest and obligations as a tenant under the Lease Agreement to Assignee.

5. **LESSOR CONSENT:** Lessor consents to Assignor's assignment of all of his right, title, interest and obligations as a tenant under the Lease Agreement to Assignee, without thereby releasing any rights Lessor may have against Assignor for any of Assignor's obligations that arose under the Lease Agreement before the Effective Date of this Assignment Agreement.

6. **REPRESENTATIONS AND WARRANTIES**: Assignor hereby represents and warrants that the following are true, correct and complete as of the Effective Date of this Lease Agreement:

   a) Assignor is the sole owner of his undivided 50% interest in the Lease Agreement as a tenant.
   b) The Lease Agreement is valid and enforceable and has not been altered, modified or amended.
   c) Assignor is unaware of any uncured defaults by Lessor or Lessees under the Lease Agreement.
   d) The Lease Agreement constitutes the only lease or other agreement entitling Lessees to occupy any portion of the Leased Premises.

7. **NO BROKERAGE COMMISSIONS:** The Parties warrant to each other that no brokerage commissions or similar real estate fees are due to any person or entity as a result of or in connection with this Assignment Agreement.

8. **INDEMNIFICATION**: Lessees, Assignor and Assignee agree to indemnify and hold harmless Lessor and its elected officials and employees (collectively "Indemnitees"), from and against any losses, claims, demands, damages or other liability, that any of the Indemnitees incur in connection with this Assignment Agreement.

9. **ATTORNEY FEES**: In the event litigation or other legal action is instituted to interpret, enforce or terminate this Assignment Agreement, the substantially prevailing Party shall be entitled to receive from the non-substantially prevailing Parties, all costs, reasonable attorney's fees, and expenses, that shall be incurred by the substantially prevailing Party as a result such litigation or other legal action.

10. **GOVERNANCE**: Unless a controlling federal law or regulation applies, this Assignment Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. The Parties agree that if part of this Assignment Agreement is found to be unenforceable or contrary to applicable law, the remainder of this Assignment Agreement shall, to the extent possible, remain in full force and effect notwithstanding the unenforceable or voided provision.

11. **PARAGRAPH HEADINGS**: The headings to paragraphs to this Lease are solely for convenience and may have no substantive effect on this Assignment Agreement, nor are they intended to aid in the interpretation of this Assignment Agreement.

12. **NOTICE**: Unless any applicable law or regulation requires an alternative form of notice, any notice required or permitted under this Lease or under any applicable law or regulation shall be deemed sufficiently given or served if sent by U.S. certified mail, return receipt requested, addressed as follows:

    All notices to the **Lessor** will be sent to:

    Airport Director
    123 Roger Smith Avenue
    Cortez, CO 81321

    All notices to the **John Patton III** will be sent to:

    PO Box 510
    Mancos, CO 81328

    All Notices to **Assignor** will be sent to:

    Lars Bjorkqvist
    PO Box 307
    Dolores, CO

    All Notices to **Assignee** will be sent to:

    Paul Barry
    366 2nd Ave
    Mancos, CO 81328

IN WITNESS WHEREOF, the Parties have agreed to this Assignment Agreement and executed it effective on the Effective Date stated above.

Lessor – City of Cortez:

_____

By: Drew C. Sanders, City Manager

ATTEST:

_____

Linda L. Smith, City Clerk

{Additional Signatures on Following Page}

Assignor – Lars Bjorkqvist

_____

Assignee - Paul Berry

_____

John Patton III

_____

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Casey Simpson
Director of General Services
110 West Progress Crcle
Cortez, CO. 81321
csimpson@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: Casey Simpson, Director of General Services

Date: 02/27/2025

RE: **City Copier Bids**

BACKGROUND

The City's General Services Department compiled three quotes for 60-month copier leases for the Service Center, Recreation Center, City Hall, and Library copier needs. All leases will begin in April except for the Library, which will begin in August.

Company	5 -- year lease	2 -- year lease
ImageNet	$171.25 per month	$456.46 per month
Butler's	$206.99 per month	$444.69 per month
Pahoda	$355.13 per month	$450.65 per month

Totals:		
ImageNet	$10,275.00 per 60 months	$10,955.04 per 24 months
Butler's	$12,419.40 per 60 months	$10,672.00 per 24 months
Pahoda	$21,307.80 per 60 months	$10,815.60 per 24 months

A quote review was conducted on January 6, 2025, with Shayla Buffington, Vickie Haddix, Karie Beougher, and Dona Thompson in attendance. ImageNet Consulting LLC was unanimously recommended as the best bid.

DISCUSSION

Initiated by the end of the contract for the Service Center color copier, a copier cost benefit review was conducted for all the City's copier machine leases. The City is currently using a 24-month lease fee structure. All quotes showed a reduction in price should the city switch to a 60-month lease contract. Of the bids received, the staff recommends that the City select the ImageNet Consulting LLC bid because ImageNet has a local presence and is the lowest bid. Butler's and Pahoda are located in Albuquerque and Grand Junction respectively. The primary concern with selecting a non-local vendor is that there will be added wait times for service needs. Should a copier malfunction, it would be significantly detrimental to the productivity timelines, to have no print, copy, scan/send functionality for the 24-72-hour service timeline associated with the non-local vendors. Same-day service has been guaranteed by ImageNet, the local vendor.

FISCAL IMPACT

Monies for the copier contracts will come from the respective department budgets where the monies for copier leases are already allocated. Copier costs average about $409.02 per month currently. Thus, there will be a savings of an average of $237.77 per month. Over 60 months there will be a savings of approximately $14,266.20 per machine over the course of the lease.

RECOMMENDATION

Staff recommends that Council accept the bid of ImageNet Consulting LLC and authorize the City Manager to negotiate and sign copier leases with ImageNet. While all three bidders appear to be qualified to provide the necessary copiers, ImageNet will meet the City's needs with the greatest value and service provided. The staff believe that the benefits of selecting a local vendor and it being the lowest bid, make ImageNet the preferred choice.

MOTION

If agreed upon by the City Council, a possible motion would be: I move that the Council accept the bid of ImageNet Consulting LLC and authorize the City Manager to negotiate and sign 60-month copier leases with ImageNet Consulting LLC at its monthly lease rate of $171.25 for the Service Center, Recreation Center, City Hall, and Library Copiers.

Attachments

ImageNet Quote w/ price comparison
Copier Comparison Table
Pahoda Quote
Butler's Quote

CITY OF CORTEZ

STANDARD BOOK RATE FOR NASPO SPECIAL PRICING			
MODEL	24 MONTH	60 MONTH	PURCHASE
C5850	$456.46	$224.91	$9,510.36
4945I	$336.70	$166.72	$7,049.56

IMAGENET SPECIAL PRICING			
MODEL	60 MONTH	MONO CPP	COLOR CPP
C5850	$171.25	$0.0079	$0.0551
4945I	$128.85	$0.0079	NA

Canon
CANON SOLUTIONS AMERICA

imageRUNNER
ADVANCE DX
C5870i/C5860i
C5850i/C5840i

imageRUNNER ADVANCE DX C5800 Series

Color
Mid-volume
Multifunction

- Print up to 70 ppm (BW/color)
- Scan up to 270 ipm (300 dpi) (BW/color, duplex)
- Print up to 12" × 18"
- 6,350-sheet maximum paper capacity



Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.

WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.[1]
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag and drop a file into a hot folder and automatically print with pre-defined settings such as number of copies and finishing requirements.

SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM*[2] systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup. McAfee Embedded Control[3] utilizes a whitelist to protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.[4]

QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V[2] color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.

* Security Information and Event Management.

DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.

COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.

SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold.[5]

CONFIGURATION OPTIONS



STAPLE FINISHER-AB1

- 2-tray, 3,250-sheet capacity
- Corner and double stapling up to 50 sheets
- Supports Staple-free Stapling and Staple On Demand
- Supports optional internal 2/3-hole puncher (2/3 Hole Puncher Unit-A1)



BOOKLET FINISHER-AB1

- 2-tray, 3,250-sheet capacity
- Corner and double stapling up to 50 sheets
- Booklet-making up to 20 sheets and saddle-folding up to 3 sheets
- Supports Staple-free Stapling and Staple On Demand
- Supports optional internal 2/3-hole puncher (2/3 Hole Puncher Unit-A1)



INNER FINISHER-L1*

- 2-tray, 550-sheet capacity
- Corner and double stapling up to 50 sheets within the footprint of the main unit
- Supports Staple-free** Stapling and Staple on Demand
- Supports optional internal 2/3-hole puncher (Inner 2/3 Hole Puncher-D1)



INNER 2-WAY TRAY-M1





HIGH CAPACITY CASSETTE FEEDING UNIT-C1

- 2,450-sheet capacity
- Supports up to Letter
- 14 lb. Bond to 140 lb. Index

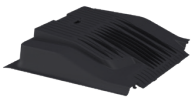


CASSETTE FEEDING UNIT-AQ1

- Two 550-sheet cassettes
- Supports up to 12" x 18"
- 14 lb. Bond to 140 lb. Index



CABINET TYPE-V



INNER TRAY▪



COPY TRAY KIT



PAPER DECK UNIT-F1

- 2,700-sheet capacity
- 14 lb. Bond to 140 lb. Index
- Supports Letter



imagePASS-R1

- Delivers fast processing speed, outstanding image quality, and time-saving workflow
- Personalized printing with the built-in, entry-level Fiery FreeForm™ or with the supported variable data printing (VDP) formats

* Inner Finisher-L1 not available on imageRUNNER ADVANCE DX C5870i.
** Staple-free stapling, up to ten pages of 17 lb. Bond.
▪ Required when Staple Finisher-AB1 or Booklet Finisher-AB1 is not installed.

SPECIFICATIONS

Main Unit

Type
Color Laser Multifunctional

Core Functions
Standard: Print, Copy, Scan, Send, Store
Optional: Fax

Control Panel
10.1" TFT LCD WSVGA Color Flat-panel

Memory
5.0 GB RAM

Solid State Drive
Standard: 256 GB
Optional: 1 TB

Interface Connection
Network: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n)
Optional: NFC, Bluetooth Low Energy
Others
Standard: USB 2.0 (Host) x1, USB 3.0 (Host) x1, USB 2.0 (Device) x1
Optional: Copy Control Interface

Paper Output Capacity (LTR, 20 lb. Bond)
Standard: 250 Sheets
Maximum: 3,450 Sheets (with Staple Finisher-AB1 or Booklet Finisher-AB1 and 3rd Copy Tray Kit-A1)

Paper Sources (LTR, 20 lb. Bond)
Standard: Dual 550-sheet Paper Cassettes, 100-sheet Stack Bypass
Optional: Dual 550-Sheet Paper Cassettes (Cassette Feeding Unit-AM1), 2,450-Sheet High Capacity Paper Cassette (High Capacity Cassette Feeding Unit-C1), 2,700-Sheet Paper Deck (Paper Deck Unit-F1)

Paper Capacity (LTR, 20 lb. Bond)
Standard: 1,200 Sheets
Maximum: 6,350 Sheets

Finishing Capabilities
Standard: Collate, Group
With Options: Collate, Group, Offset, Staple, Saddle-Stitch, Hole Punch, Staple Free Stapling, Staple On Demand[6]

Supported Media Types
Multi-Purpose Tray: Thin, Plain, Recycled, Color, Heavy, Coated, Tracing, Bond, Transparency, Label, Pre-punched, Letterhead, Tab, Envelope
Paper Cassettes: Thin, Plain, Recycled, Color, Heavy, Bond, Transparency, Pre-punched, Letterhead, Envelope[7]

Supported Media Sizes
Upper Cassette: Letter, Executive, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 11-3/4" x 8-1/2")
Lower Cassette: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 12" x 18")
Multi-Purpose Tray: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Envelope Custom Size (3-7/8" x 3-1/2" to 12-5/8" x 18"), Custom Size/ Free Size (3-7/8" x 5-1/2" to 12-5/8" x 18")

Supported Media Weights
Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m^2)
Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m^2)
Duplexing: 14 lb. Bond to 140 lb. Index (52 to 256 g/m^2)

Print/Copy Speed (BW and Color)
C5870i: Up to 70 ppm (Letter);Up to 42 ppm (Letter-R); Up to 40 ppm (Legal); Up to 35 ppm (11" x 17")
C5860i: Up to 60 ppm (Letter); Up to 36 ppm (Letter-R); Up to 34 ppm (Legal); Up to 32 ppm (11" x 17")
C5850i: Up to 50 ppm (Letter); Up to 30 ppm (Letter-R); Up to 29 ppm (Legal); Up to 27 ppm (11" x 17")
C5840i: Up to 40 ppm (Letter); Up to 24 ppm (Letter-R); Up to 23 ppm (Legal); Up to 21 ppm (11" x 17")

Warm-up Time
From Power On: Approx. 6 Seconds[8]
From Sleep Mode[9]
C5870i: Approx. 7 Seconds
C5860i/ C5850i/ C5840i: Approx. 6 Seconds
Quick Startup Mode: Approx. 4 Seconds[10]

Dimensions (W x D x H)
24-3/8" x 28-1/2" x 36-7/8" (620 x 722 x 937 mm)[11]

Installation Space (W x D)
Basic: 44-7/8" x 45-3/4" (1,138 x 1,162 mm) (Right Cover Open with Multi-purpose tray extended + Cassette Drawers Open)
Fully Configured: 73-1/2" x 45-3/4" (1,866 x 1,162 mm) (Staple Finisher-AB1 or Booklet Finisher-AB1 with the extension tray extended + Paper Deck Unit-F1 + Cassette Drawers open)

Weight[12]
C5870i: Approx. 238.1 lb. (108 kg)
C5860i/ C5850i: Approx. 231.5 lb. (105 kg)
C5840i: Approx. 229.3 lb. (104 kg)

Print Specifications

Print Resolution (dpi)
1200 x 1200

Standard Page Description Languages
UFR II, PCL6, Adobe PS 3

Supported File Types
PDF, TIFF, JPEG, EPS,[13] XPS

Printing from Mobile Devices and Cloud-based Services
A range of standard and optional software and MEAP-based solutions (including AirPrint, Mopria, Universal Print by Microsoft®, Canon PRINT Business, and uniFLOW Online) are available to provide printing from mobile devices or internet-connected devices and cloud-based services depending on your requirements. Please contact your sales representative for further information.

Fonts
PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT J/K/S/T (Japanese, Korean, Simplified and Traditional Chinese),[14] Barcode Fonts[15]
PS: 136 Roman

Operating System[16]
UFRII/PS: Windows® 7/8.1/10/Server2008/ Server2008 R2/Server2012/Server2012 R2/Server2016/Server2019, Mac OS X (10.11 or later)
PCL: Windows® 7/8.1/10/Server2008/ Server2008 R2/Server2012/Server2012 R2/Server2016/Server2019
PPD: Windows® 7/8.1/10, Mac OS X(10.10 or later)

Copy Specifications

First-Copy-Out Time
C5870i: As fast as 2.7 seconds (BW)/ 3.7 seconds (Color)
C5860i: As fast as 2.9 seconds (BW)/ 4.2 seconds (Color)
C5850i: As fast as 3.3 seconds (BW)/ 4.9 seconds (Color)
C5840i: As fast as 4.1 seconds (BW)/ 6.1 seconds (Color)

Copy Resolution (dpi)
600 x 600

Multiple Copies
Up to 999

Magnification
25%-400% (1% Increments)

Preset Reductions/Enlargements
25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%, 200%, 400%

Scan Specifications

Type
Single-Pass Duplexing Automatic Document Feeder

Document Feeder Paper Capacity
Up to 200 Sheets (20 lb. Bond)

Document Feeder Supported Media Sizes
11" x 17", Legal, Letter, Letter-R, Statement, Statement-R, Custom Size: 2-3/4" x 5-1/2" to 12" x 17"

Document Feeder Supported Media Weights
Single-Sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm) (BW, CL)
Double-Sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm) (BW, CL)

Platen Acceptable Originals
Sheet, Book, 3-Dimensional Objects

Pull Scan
Color Network ScanGear2 for both Twain and WIA
Supported OS: Windows® 7/8.1/10/Server 2008/ Server 2008 R2/Server 2012/ Server 2012 R2/Server 2016

Scan Resolution (dpi)
Scan for Copy: 600 x 600
Scan for Send: (Push) 600 x 600 (SMB/FTP/WebDAV/ IFAX), (Pull) 600 x 600
Scan for Fax: 600 x 600

Scan to Mobile Devices and Cloud-based Services
A range of solutions is available to provide scanning to compatible mobile devices and certain cloud-based services depending on your requirements.

Scan Speed (LTR) (BW/CL)
Single-sided Scanning: 135/135 (300 dpi), 80/80 (600 dpi)
Double-sided Scanning: 270/270 (300 dpi), 160/90 (600 dpi)

Send Specifications

Destination
Standard: E-mail/Internet FAX (SMTP), SMB3.0, FTP, WebDAV, Mail Box
Optional: Super G3 FAX, IP Fax

Address Book
LDAP (2,000)/Local (1,600)/Speed Dial (200)

Send Resolution (dpi)
Push: Up to 600 x 600
Pull: Up to 600 x 600

Communication Protocol
File: FTP(TCP/IP), SMB3.0 (TCP/IP), WebDAV
Email: SMTP, POP3

File Format
Standard: TIFF, JPEG, PDF (Encrypted, Compact, Searchable, Apply Policy, Optimize for Web, User Signature, PDF A/1-b, Limited Color, Device Signature, User Signature), XPS (Compact, Searchable, Device Signature, User Signature), Office Open XML (PowerPoint, Word)

Fax Specifications (Optional)

Modem Speed
Super G3: 33.6 Kbps
G3: 14.4 Kbps

Compression Method
MH, MR, MMR, JBIG

Resolution (dpi)
400 x 400, 200 x 400, 200 x 200, 200 x 100

Sending/Recording Size
Statement-R to 11" x 17"

Fax Memory
Up to 30,000 Pages (2,000 jobs)

Speed Dials
Max. 200

Group Dials/Destinations
Max. 199 Dials

Sequential Broadcast
Max. 256 Addresses

Memory Backup
Yes

Store Specifications

Mail Box (Number Supported)
100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, Maximum 10,000 Pages (2,000 jobs) Stored

Advanced Box
Communication Protocol: SMB or WebDAV
Supported
Client PC: Windows (Windows 8.1/10)
Concurrent Connections (Max.)
SMB: 64
WebDAV: 3

Advanced Box Available Disc Space
Approx. 16 GB (Standard HDD)
Approx. 480 GB (With Optional 1 TB HDD)

Security Specifications

Authentication and Access Control
User Authentication (Picture Login, Picture and PIN Login, Card Login, Username and Password Login, Function Level Login, Mobile Login), Department ID Authentication (Department ID and PIN Login, Function Level Login), uniFLOW Online Express[17] (PIN Login, Picture Login, Picture and PIN Login, Card Login, Card and PIN Login, Username and Password Login, Department ID and PIN Login, Function Level Login), Access Management System (Access Control)

Document Security
Print Security (Secure Print, Encrypted Secure Print, Forced Hold Printing, uniFLOW Secure Print[18]), Receive Data Security (Confidential Fax Inbox Forwarding Received Documents Automatically), Scan Security (Encrypted PDF, Device Signature PDF/XPS, User Signature PDF/XPS, Adobe LiveCycle® Rights Management ES2.5 Integration), BOX Security (Mail Box Password Protected, Advanced Box Access Control), Send Data Security (Setting for requesting password input per transmission, Restricted E-mail/File send functions, Confirming FAX number, Allow/Restrict Fax Driver Transmissions, Allow/Restrict Sending from History, S/MIME Support), Document Tracking (Secure Watermark)

Network Security
TLS 1.3, IPSec, IEEE802.1X authentication, SNMP V3.0, Firewall Functionality (IP/MAC Address Filtering), Dual Network Support (Wired LAN/Wireless LAN, Wired LAN/Wired LAN), Disabling Unused Functions (Enabling/Disabling Protocols/Applications, Enabling/Disabling Remote UI, Enabling/Disabling USB Interface), G3 FAX separation from LAN, USB Port separation from LAN, Prohibit the execution of files stored in Advanced Box in the MFP, Scan and Send-Virus Concerns for E-mail Reception

Device Security
Protecting SSD Data [SSD Data Encryption (FIPS140-2 Validated), SSD Lock], Standard SSD Initialize, Trusted Platform Module (TPM), Job Log Conceal Function, Protecting MFD Software Integrity, Checking MFD Software Integrity (Verify System at Startup, Runtime Intrusion Detection)

Device Management and Auditing
Administrator Password, Digital Certificate and Key Management, Audit Log, Cooperating with External Security Audit System (Security Information and Event Management), Image Data Logging, Security Policy Setting

Environmental Specifications

Operating Environment
Temperature: 50 to 86° F
Humidity: 20 to 80% RH (Relative Humidity)

Power Requirements
C5870i/
C5860i/
C5850i: 110-127V, 60Hz, 12A
C5840i: 110-127V, 60Hz, 10A

Power Consumption
Maximum: Approx. 1,800 W
Standby: Approx. 56.1 W[19]
Sleep Mode: Approx. 0.8 W[20]
Typical Electricity Consumption (TEC) Rating[21]
C5870i: 0.86 kWh
C5860i: 0.71 kWh
C5850i: 0.57 kWh
C5840i: 0.47 kWh

Standards
ENERGY STAR® Certified
Rated EPEAT® Gold

Consumables

Toner[22]
GPR-61 Toner BK/C/M/Y
GPR-61L Toner C/M/Y

Toner Yield (Estimated @ 5% Coverage)
GPR-61 Toner
BK: 71,000 Pages
GPR-61 Toner
C/M/Y: 60,000 Pages
GPR-61L Toner
C/M/Y: 26,000 Pages

[1] Subscription to a third-party cloud service required. Subject to third-party cloud service providers' Terms and Conditions.

[2] Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.

[3] This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on.

[4] Requires additional option.

[5] For current EPEAT rating (Gold/Silver/Bronze), please visit **www.epeat.net.**

[6] Finishing capabilities vary depending on the options connected.

[7] Envelope Feeder Attachment (standard) is required.

[8] Time from device power-on, until copy ready (not print reservation).

[9] Time from exiting Sleep mode to when printing is operational.

[10] Time from device power-on to when the copy icon appears and is enabled to operate on the touch panel display.

[11] Includes main unit and either Cassette Feeding Unit-AQ1, High Capacity Cassette Feeding Unit-C1, or Cabinet Type-V.

[12] Includes main unit, consumables, and Cassette Feeding Unit-AQ1.

[13] EPS can be printed directly only from the Remote User Interface.

[14] Requires the optional PCL International Font Set-A1.

[15] Requires the optional Barcode Printer Kit-D1.

[16] Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

[17] No charge for this solution; however, activation is required.

[18] Requires uniFLOW Online/uniFLOW.

[19] Reference Value (measured one unit).

[20] 0.8 W Sleep mode not available in all circumstances due to certain settings.

[21] Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.

[22] GPR-61L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 26,000 images.

For more information,
call 1.800.815.4000
or visit csa.canon.com

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CANON SOLUTIONS AMERICA

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CSA-21-0373-5736
0521R1-iRADXC5800SRSB-PDF-IH

Canon

imageRUNNER
ADVANCE DX
4945i/4935i/4925i

imageRUNNER ADVANCE DX 4900 Series

Black-and-white
Mid-volume
Multifunction



- Print up to 45 ppm (BW)
- Scan up to 270 ipm (300 dpi) (BW/color, duplex)
- Print up to 12" × 18"
- 3,650-sheet maximum paper capacity

Canon's comprehensive portfolio of imageRUNNER ADVANCE multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.

WORKFLOW EFFICIENCY

- A large, 10.1" responsive and intuitive touchscreen with smartphone-like usability, making operation clear and virtually seamless.
- Consistent interface across the imageRUNNER ADVANCE DX product line, allowing work to proceed effortlessly and with a minimal learning curve.
- A unique, customized experience that can be tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.[1]
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.

SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM*[2] systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at setup. Includes automatic recovery of boot process for self resiliency.
- McAfee Embedded Control[3] utilizes whitelisting to help protect against malware and tampering of firmware and applications.
- Security settings can be established at once by selecting the environment type in Recommended Security Settings. Security policy settings can be configured from a central location and exported to other supported devices.
- Control access to the device and specific features using a host of flexible authentication methods—PIN code, user name/password, or card access.[4]

QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for crisp text and consistent images in rich black-and-white tones.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability. This includes the 2022-2024 BLI Most Reliable A3 Brand Award from Keypoint Intelligence.

* Security Information and Event Management

DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.

COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.

SUSTAINABILITY

- A combination of fusing technologies and lower-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Environmentally friendly packaging utilizes 100% recyclable cardboard.
- Drum covers are constructed of regrind plastic, lowering environmental impact.
- ENERGY STAR® certified and rated EPEAT® Gold.[5]

CONFIGURATION OPTIONS

imageRUNNER ADVANCE DX 4900 Series



INNER 2 WAY TRAY-M1



INNER FINISHER-L1

- 2-tray, 550-sheet capacity
- Corner and double stapling up to 50 sheets within the footprint of the main unit
- Supports Staple-free Stapling and Staple On Demand
- Supports optional internal 2/3-hole puncher (Inner 2/3 Hole Puncher-D1)



SINGLE PASS DADF-C1

- Up to 200-sheet capacity
- Scan speed up to 270 ipm (BW/Color)



DADF-BA1

- Up to 100-sheet capacity
- Scan speed up to 35 ipm (BW/Color)

Options for the 4935/4925 models. Single Pass DADF is standard on the 4945i model.





UTILITY TRAY-B1



COPY TRAY KIT



BOOKLET FINISHER-AE1

- 2-tray, 3,250-sheet capacity
- Corner and double stapling up to 50 sheets
- Booklet-making up to 20 sheets and saddle-folding up to 3 sheets
- Supports Staple-free Stapling* and Staple On Demand
- Supports optional 2/3-hole puncher (2/3 Hole Puncher Unit-A1)



STAPLE FINISHER-AE1

- 2-tray, 3,250-sheet capacity
- Corner and double stapling up to 50 sheets
- Supports Staple-free Stapling* and Staple On Demand
- Supports optional 2/3-hole puncher (2/3 Hole Puncher Unit-A1)



CASSETTE FEEDING UNIT-AW1

- Two 550-sheet cassettes
- Supports up to 12" x 18"
- Supports 14 lb. Bond to 140 lb. Index



HIGH-CAPACITY CASSETTE FEEDING UNIT-E1

- 2,450-sheet capacity
- Supports LTR
- 140 lb. Bond to 140 lb. Index



CABINET TYPE-W

Not Shown

- Inner 2/3 Hole Puncher-D1 (for Inner Finisher-L1)
- 2/3 Hole Puncher Unit-A1 (for External Finishers)
- Platen Cover Type-Y3

* Staple-Free stapling, up to 5 pages of 17 lb. Bond.

Main Unit

Type
Monochrome Laser Multifunctional

Core Functions
Standard: Print, Copy, Scan, Send, Store
Optional: Fax

Processor
1.8 GHz Dual Core Processor

Control Panel
10.1" TFT LCD WSVGA Color Touch-panel

Memory
3.5 GB RAM

Solid State Drive
Standard: 256 GB
Maximum: 1 TB

Print Resolution
1200 dpi x 1200 dpi

Interface Connection
Network
Standard: 1000Base-T/100Base-TX/10Base-T
Optional: Wireless LAN (IEEE 802.11 b/g/n)
Others
Standard: USB 2.0 x1 (Host), USB 3.0 x1 (Host), USB 2.0 x1 (Device)
Optional: Copy Control Interface, Serial Interface

Paper Capacity (LTR, 20 lb. Bond)
Standard: 1,200 Sheets
Maximum: 3,650 Sheets

Paper Sources (LTR, 20 lb. Bond)
Standard: Two 550-sheet Paper Cassettes, 100-sheet Stack Bypass
Optional: High-Capacity Cassette Feeding Unit-E1 (2,450 sheets)

Paper Output Capacity (LTR, 20 lb. Bond)
Standard: 250 Sheets
Maximum: 3,450 Sheets (with Staple Finisher-AE1 or Booklet Finisher-AE1 and Copy Tray-T2)

Finishing Capabilities
Standard: Collate, Group
With Finishers: Collate, Group, Offset, Staple, Saddle-Stitch, Hole Punch, Staple-Free Stapling, Staple On Demand

Supported Media Types
Upper Cassette: Thin, Plain, Heavy, Recycled, Color, Bond, Pre-punched, Letterhead, Envelope
Multi-purpose Tray: Thin, Plain, Heavy, Recycled, Coated, Color, Tracing, Bond, Label, Pre-punched, Letterhead, Envelope

Supported Media Sizes
Upper Cassette: Standard size: Letter, Executive, Statement-R
Custom Size: 4-1/8" x 5-7/8" to 11-3/4" x 8-1/2" (105.0 mm x 148.0 mm to 297.0 mm x 215.9 mm)
Envelopes: ISO-C5
Lower Cassette: Standard size: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R
Custom Size: 4-1/8" x 5-7/8" to 12" x 18" (105.0 mm x 148.0 mm to 304.8 mm x 457.2 mm)
Envelopes[6]: COM10 No.10, Monarch, DL
Multi-purpose Tray: Standard size: 12"x18", 11"x17", Legal, Letter, Letter-R, Executive, Statement, Statement-R
Custom size: 3-7/8" x 5-1/2" to 12-5/8" x 18" (98.4 mm x 139.7 mm to 320.0 mm x 457.2 mm)
Free size: 4" x 5-7/8" to 12" x 18" (100.0 mm x 148.0 mm to 304.8 mm x 457.2 mm)
Envelopes: COM10 No.10, Monarch, ISO-C5, DL
Envelope custom size: 3-7/8" x 3-7/8" to 12-5/8" x 18" (98.0 mm x 98.0 mm to 320.0 mm x 457.2 mm)

Supported Media Weights
Upper/Lower Cassette: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)
Multi-purpose Tray: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m²)
Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Print/Copy Speed (One-sided)
4945i: Up to 45 ppm (Letter), Up to 22 ppm (Legal/11"x17"), Up to 32 ppm (Letter-R)
4935i: Up to 35 ppm (Letter), Up to 17 ppm (Legal/11"x17"), Up to 23 ppm (Letter-R)
4925i: Up to 25 ppm (Letter) , Up to 15 ppm (Legal/11"x17"), Up to 20 ppm

Warm-up Time
From Power On: Approx. 10 Seconds or Less[7]
From Sleep Mode: Approx. 10 Seconds[8]
Quick Startup Mode: Approx. 4 Seconds[9]

Dimensions (W x D x H)
With Platen Cover-Y3: 22-1/4" x 27-1/4" x 31" (565 mm x 692 mm x 788 mm)
With Single Pass DADF-C1: 22-1/4" x 28-1/2" x 35-3/8" (565 mm x 722 mm x 897 mm)
With DADF-BA1: 22-1/4" x 28-3/8" x 35-1/8" (565 mm x 719 mm x 891 mm)

Installation Space (W x D)
Basic: 38-1/2" x 44-1/8" (978 mm x 1119 mm) (with Single Pass DADF-C1 + right door and multipurpose tray opened + paper cassette opened)
38-1/2" x 45" (978 mm x 1116 mm) (with DADF-BA1 + right door and multipurpose tray opened + paper cassette open)
Fully Configured: 65" x 44-1/8" (1651 mm x 1119 mm) (with Single Pass DADF-C1 + Staple Finisher-AE1/Booklet Finisher-AE1 + Copy Tray-T2 extended + paper cassette open) 1651 mm x 1116 mm (with DADF-BA1 + Staple Finisher-AE1/Booklet Finisher-AE1 + Copy Tray-T2 extended + paper cassette open)

Weight[10]
With Platen Cover-Y3: Approx. 134.5 lb. (61 kg)
With Single Pass DADF-C1: Approx. 163.1 lb. (74 kg)
With DADF-BA1: Approx. 149.9 lb. (68 kg)

Print Specifications

Standard Page Description Languages
UFR II, PCL®6, Adobe® PS® 3

Supported File Types for Direct Print
PDF, TIFF, JPEG, EPS, XPS

Printing from Mobile Devices and Cloud-based Services
A range of standard and optional software and MEAP-based solutions (including AirPrint, Mopria, Universal Print by Microsoft®, Canon PRINT Business, and uniFLOW Online) are available to provide printing from mobile devices or internet-connected devices and cloud-based services depending on your requirements. Please contact your sales representative for further information.

Fonts
PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT J/K/S/T (Japanese, Korean, Simplified and Traditional Chinese),[11] Barcode Fonts[12]
PS: 136 Roman

Operating System[13]
UFRII: Windows® 8.1/10/11/Server2012/Server2012 R2/Server2016/Server2019/Server2022, Mac OS X (10.11 or later)
PCL: Windows® 8.1/10/11/Server2012/Server2012 R2/Server2016/Server2019/Server2022
PS: Windows® 8.1/10/11/Server2012/Server2012 R2/Server2016/Server2019/Server2022, Mac OS X (10.11 or later)
PPD: Windows® 8.1/10/11, Mac OS X (10.11 or later) As of Jan. 2022

Copy Specifications

First-Copy-Out Time (Letter)
4945i: As fast as 4.6 seconds
4935i: As fast as 5.5 seconds
4925i: As fast as 6.1 seconds

Copy Resolution (dpi)
600 x 600

Multiple Copies
Up to 9,999 Copies

Copy Exposure
Automatic or Manual (9 Levels)

Magnification
25%-400% (1% Increments)

Preset Reduction/Enlargement
25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%, 200%, 400%

Scan Specifications

Type
Standard: Color Platen
Optional: Platen Cover-Y3, Single Pass DADF-C1[14] or DADF-BA1 [2-sided to 2-sided (Automatic with DADF)]

Document Feeder Paper Capacity
Single Pass DADF: Up to 200 Sheets
DADF: Up to 100 Sheets

Document Feeder Supported Media Sizes
11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

Document Feeder Supported Media Weights
Single Pass DADF-C1
Single-sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 g/m²)
Double-sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 g/m²)
DADF-BA1
Single-sided Scanning: 13.3 lb. Bond to 34 lb. Bond (50 to 128 g/m²) (BW), 17 lb. Bond to 34 lb. Bond (64 to 128 g/m²) (CL)
Double-sided Scanning: 13.3 lb. Bond to 34 lb. Bond (50 to 128 g/m²) (BW), 17 lb. Bond to 34 lb. Bond (64 to 128 g/m²) (CL)

Platen Acceptable Originals
Sheet, Book, 3-Dimensional Objects

Platen Supported Media Size
Up to 11-3/4" x 17" (297 mm x 431.8 mm)

Pull Scan
Color Network ScanGear2 for both Twain and WIA
Supported OS: Windows® 8.1/10/11/Server2012/Server2012 R2/Server 2016/Server 2019/Server 2022

Scan Resolution (dpi)
Push: Up to 600 x 600
Pull: Up to 600 x 600

Scan to Mobile Devices and Cloud-based Services
A range of solutions is available to provide scanning to mobile devices and cloud-based services depending on your requirements.

Scan Speed (Letter)
Single Pass DADF-C1
Single-sided Scanning
BW/Color: 135/135 (300 x 300 dpi, send), 80/80 (600 x 600 dpi, copy)
Double-sided Scanning
BW/Color: 270/270 (300 x 300 dpi, send), 160/160 (600 x 600 dpi, copy)
DADF-BA1
Single-sided Scanning
BW/Color: 70/70 (300 x 300 dpi, send), 51/51 (600 x 600 dpi, copy)
Double-sided Scanning
BW/Color: 35/35 (300 x 300 dpi, send), 25.5/25.5 (600 x 600 dpi, copy)

Send Specifications

Destination

Standard: Email/Internet FAX (SMTP), SMB 3.1.1, FTP, WebDAV, Mail Box
Optional: Super G3 FAX, IP Fax
Optional: Super G3 Fax, IP Fax

Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

Send Resolution (dpi)

Push: Up to 600 x 600
Pull: Up to 600 x 600

Communication Protocol

File: FTP: (TCP/IP), SMB3.1.1 (TCP/IP), WebDAV
Email/Fax: SMTP (Send), POP3 (Receive)

File Format

TIFF (MMR), JPEG[15], PDF (Compact, OCR (Text Searchable), Optimize PDF for Web, Format to PDF/A-1b, Trace & Smooth, Encrypt), XPS (Compact), PDF/XPS (Device Signature, User Signature), Office Open XML (PowerPoint, Word)

Fax Specifications
(Optional)

Maximum Number of Connection Lines

4

Modem Speed

Super G3: 33.6 Kbps
G3: 14.4 Kbps

Compression Method

MH, MR, MMR, JBIG

Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

Sending/Recording Size

Statement-R to 11" x 17"

Fax Memory

Up to 30,000 Pages (2,000 Jobs)

Speed Dials

Max. 200

Group Dials/Destinations

Max. 199 Dials

Sequential Broadcast

Max. 256 Addresses

Memory Backup

Yes

Store Specifications

Mail Box (Number Supported)

100 User Inboxes, 1 Memory RX Inbox, 50 Confidential Fax Inboxes, Maximum 30,000 Pages (2,000 Jobs) Stored

Advanced Box

Communication Protocol: SMB or WebDAV
Supported Client PC: Windows (Windows 10/11)
Concurrent Connections (Max.)
SMB: 64
WebDAV: 3 (Active Sessions)

Advanced Box Available Disk Space

Approx. 16 GB (Standard HDD)
Approx. 480 GB (With Optional 1 TB HDD)

Memory Media

Standard: USB

Security Specifications

Authentication

Standard: Universal Login Manager, uniFLOW Online Express,[16] User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in
Optional: uniFLOW

Data

Standard: Protecting SSD Data [SSD Data Encryption (FIPS140-2 Validated), SSD Lock], Standard SSD Initialize, Trusted Platform Module (TPM), Job Log Conceal Function, Protecting MFP Software Integrity, Checking MFD Software Integrity (Verify System at Startup, Automatic Recovery, Runtime Intrusion Detection), Common Criteria Certification (HCD-PP) (pending confirmation)[3]
Optional: Hard Disk Drive Mirroring, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

Network

Standard: TLS 1.3, IPSec, IEEE802.1X authentication, SNMP V3.0, Firewall Functionality (IP/MAC Address Filtering), Dual Network Support, Disabling Unused Functions (Enabling/Disabling Protocols/Applications, Enabling/Disabling Remote UI, Enabling/Disabling USB Interface), Communication Line Separation (G3 FAX, USB Port, Advanced Space, Scan and Send -Virus Concerns for Email Reception)
Optional: WPA3 support (Wi-Fi), (Wired LAN/Wireless LAN, Wired LAN/Wired LAN)

Document

Standard: Secure Watermark, Secure Print, Forced Hold Printing, Adobe LiveCycle® Rights Management ES2.5 Integration, Encrypted PDF, Encrypted Secure Print, Device Signature, User Signature

Environmental Specifications

Operating Environment

Temperature: 50 to 86 °F
Humidity: 20 to 80% RH (Relative Humidity)

Power Requirements

110 - 127 V 60 Hz, 8.5 A

Power Consumption

Maximum: Approx. 1,500 W
Copying (with DADF continuous scan): Approx. 649 W (110 - 127 V)
Sleep Mode: Approx. 0.8 W[17]
Typical Electricity Consumption (TEC) Rating[18]
4945i: 0.45 kWh
4935i: 0.34 kWh
4925i: 0.24 kWh

Standards

ENERGY STAR® Certified
Rated EPEAT® Gold[5]

Consumables

Toner

GPR-67 Toner BK

Toner Yield (Estimated @ 6% Coverage)

Black: 44,500 Pages

[1] Subscription to a third-party cloud service required. Subject to third-party cloud service provider's Terms and Conditions.
[2] Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.
[3] This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on.
[4] Requires additional option.
[5] For current EPEAT rating (Gold/Silver/Bronze), please visit www.epeat.net.
[6] Envelope Attachment A (standard) is required.
[7] Time from device power-on until copy ready (not print reservation).
[8] Time from exiting Sleep mode to when printing is operational.
[9] Time from device power on to when the copy icon appears and is enabled to operate on the touch panel display.
[10] Includes toner.
[11] Requires the optional PCL International Font Set-A1.
[12] Requires the optional Barcode Printer Kit-D1.
[13] Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
[14] Detect Feeder Multi Sheet Feed is supported.
[15] Single-Page only.
[16] No charge for this solution; however, activation is required.
[17] 0.8 W Sleep mode not available in all circumstances due to certain settings.
[18] Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.

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3/23-0342-7993

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Vendor/Brand/Model Copier	**Specs**	**Price**
Butler's/Xerox/C8145 Color	• 45 PPM • Paper Sizes up to 12x18 • Scan for copy 600 x 600 dpi • Print Resolution – 1200 x 2400 dpi • Hard disk 128 GB	$206.99 Color Prints - $.0632 B&W Prints - $.0085 Service Included
Pahoda/Canon/C5840i	• 40 PPM • Letter/Legal/11x17	$202.63 Color Prints – $.0519 B&W Prints – $.0091 Service $152.50
ImageNet/Canon/C5850i	• 50 PPM • Paper Sizes up to 12x18 • Scan for copy 600 x 600 dpi • Print Resolution – 1200 x 1200 dpi • Hard disk 256 GB	$171.25 Color Prints - $.0551 B&W Prints - $.0079 Service Included

Quote id #: 14141

Official Quote for City of Cortez

PROPOSED COPIER



Canon imageRUNNER ADVANCE DX C5840i

Quantity	1
Condition	New
Type	Color/B&W
Speed	40
Max Paper Size	Letter/Legal/11x17
Equipment Cost per Month (60Mo/FMV):	$202.63
Supplies and Service Plan:	$152.50
Included Color Prints / overage price	2500 / .0519
Included B&W Prints / overage price	2500 / .0091
Total Monthly Spend:	**$355.13**

Accessories:

- Inner Finisher-L1 (NOT SUPPORTED W/ C5870i) (S/N: 4000C002AA)
- Cassette Feeding Unit-AQ1 (S/N: 4030C002BA)

CREATED BY:



Shay Garvey

shay@pahoda.com

(720) 909-8224

Quote Generated on 12/26/2024 and Valid Until 1/22/2025

OFFICE EQUIPMENT & SUPPLY, INC

A Xerox Proposal for City of Cortez

December 2024

Xerox Altalink C8145 COLOR Copier/Scanner



System Features: C8145 Color

45 PPM Speed Color and B/W
130 sheet Automatic Document Feeder
82 PPM simplex pass
2-Sided Single Pass Scanner
Two Adjustable 520-Sheet Paper Trays
Two Dedicated 8.5 x11 High capacity Trays
Paper Sizes up to 11 x 17 inches and 12 x 18
100-sheet Bypass Tray
Automatic 2-Sided Copying/Printing
Scan Once – Print Many Technology
Automatic Sorting & Collating
Print from USB
1200 x 2400 dpi resolution
Connect Key technology
Apple Air Print
McAfee embedded software
Xerox Standard Accounting
Includes Network Printing
Includes Post Script
Includes Scan to mailbox/Scan to email, Network scanning
Print from USB
Connect Key technology
Apple Air Print
McAfee embedded software
Xerox Standard Accounting
INCLUDES Delivery, Installation Analyst Services and Customer Training

Lease C8145 24 month Lease	**$444.69**
Lease C8145 36 month Lease	**$299.43**
Lease C8145 48 month Lease	**$279.52**
Lease C8145 60 month Lease	**$206.99**
Maintenance, Service and Supplies	**Included**
B/W Cost per page	**$0.0085**
Color Cost per page	**$.0632**

Stephanie Slade
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Butlers Office and Equipment Supply

Authorized Xerox Agency
Office: 505-722-6661
Cell: 520-907-2377

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: March 11, 2025

RE: **Outdoor Pool Roof Construction Bid**

BACKGROUND

The outdoor pool's mechanical flat roof has deteriorated, with concrete crumbling at the edges for over five years. It has also been leaking through several cracks for the past two years.

In February of 2023, Civil Engineer Cap Allen assessed the structure and suggested the best solution, short of complete replacement, was to add a pitched roof over the existing concrete roof. He drew up plans for it to be used in a bid packet. Mr. Allen suggested that installing such a roof would cost approximately $35,000. $40,000 was included in the Conservation Trust Fund budget, line item 603-4556-459-60-99.

DISCUSSION

The project was bid three times. No bids were received the first two times. The third time, which occurred in September and the bid opening was at the end of October, staff contacted several local contractors to encourage interest in bidding on the project.

The third bid resulted in two bids. Cruzan Construction of Cortez submitted one bid for $88,392.00, and Contract West from Salt Lake City submitted the other for $153,000.00. Cruzan has been contacted and is willing to hold their bid price into 2025.

The City Manager, Parks and Recreation Director, and Recreation Supervisor -- Aquatics met to review the situation and determine if any other option exists. The group agreed that this is an urgent issue and the pitched roof is the best option.

Upon review of the Conservation Trust Fund, the best additional source for currently appropriated funding is the Parque De Vida East Shelter Event Power Addition, line item 603-4556-459-60-03. $50,000 is budgeted for this project, which is the only new project in the Conservation Trust Fund. All others are urgent repairs/replacements/renovations.

FISCAL IMPACT

The Outdoor Pool Mechanical Roof Project is included in the Conservation Trust Fund budget line item 603-4556-459-60-99 for $40,000.

The Conservation Trust Fund has budgeted $50,000 for the Parque De Vida East Shelter Event Power line item 603-4556-459-60-03. This project will not be executed this year, thus freeing up the budget capacity.

The total budget available for the Outdoor Pool Mechanical Roof Project is $90,000.

RECOMMENDATION

Staff recommends awarding the Outdoor Pool Roof Construction bid to Cruzan Construction for $88,392.00.

MOTION

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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: March 11, 2025

RE: **Purchase of Ditch Witch Vacuum Excavator**

BACKGROUND

The Montezuma St. center islands have a substandard irrigation design, with too little flow to support the number of irrigation heads. Also, most components, valves, and heads were original to the installation nearly 20 years ago. With warmer, drier springs and summers, the limited irrigation has begun to show through stressed turf grass and trees.

The Park Maintenance team conceptualized a repair to this area, breaking the 11 islands into thirds and contracting the repair one-third per year for the next three years. The planned work includes replacing all sprinkler heads and valves and adding two new irrigation services (tap, meter, and backflow). The cost estimate to complete the job is approximately $50,000 per year or $150,000 in total.

The most effective way to improve the islands is to remove and replace the underground piping, valves, and heads. This is what a contractor would do. This will cause significant damage to the trees on the islands. The staff devised a solution to preserve the trees with little impact on the tree roots. It involves specialized equipment, a vacuum excavator, or "potholer." It is a small trailer-mounted vactor that can precisely dig up the valves, heads, and other underground components, leaving the mainline and lateral lines intact. While this equipment is essential to completing this project, it would be hugely helpful in daily irrigation work, especially digging up broken lines, valves, and individual heads. If done by hand, digging is labor-intensive; if done by backhoe or excavator, it is crude. The potholer makes digging precise, efficient, and focused. It also reduces the risk of injury because the staff completes limited hand digging.

DISCUSSION

Rather than bidding the project out to contractors, the staff wants to complete the work in-house and purchase the vacuum excavator to complete the work. The total cost to complete the work in-house is as follows:

Montezuma Islands Project Budget

Item	Amount
Potholer	$39,591
Additional Taps, meters, and backflows	$6,500
22 valves and 286 heads	$6,000 (one-third of the $18,000 total need)
Total for 2025	**$52,091**

Materials and supplies are only one part of the project; staffing is the other. This year, we planned to shift more resources to irrigation, partially due to significant issues during the spring start-up last year and partially to help

aid in this and the rehab of the South Neighborhood Park Irrigation enhancement project. We shifted two general-purpose park workers as irrigation helpers (seasonal) in addition to the Irrigation Specialist (FT) and Irrigation Assistant (long-term seasonal). We estimate these projects will cost approximately $10-15,000 annually in labor.

We plan to finish some of the work before the irrigation turns on in mid-April. The rest will be completed after the irrigation start-up occurs. Depending on spending trends and irrigation workflow through the summer, we may purchase supplies from the operating budget to complete the second year of the rehab project (approximately $6,000).

The equipment was selected based on a side-by-side comparison between Ditch Witch and Vermeer, the two main competitors in the market. We received Sourcewell, guaranteed low bids from both manufacturers. The Parks staff chose the Ditch-Witch model because it was smaller, more compact, and easily maneuverable in our parks. The Vermeer model was also $10,000 more than the Ditch Witch.

FISCAL IMPACT

For the Montezuma Islands Irrigation project, $50,000 is planned in the Conservation Trust Fund line item 603-4556-459-60-32. The total project cost, not including labor for 2025, is $52,000. The funds in the Conservation Trust Fund will be expended first, and any remaining materials and supplies needed for this first year (4 islands) will be taken from the Parks Operating budget. As mentioned above, if spending is slow this year and workforce capacity is available, we may utilize additional operational funds to work toward the following four islands.

The staff expects this project's total cost to be approximately $109,000 with City forces over three years. Contracting this same work is expected to cost roughly $150,000. Staff estimates that completing this work in-house may save as much as $41,000.

RECOMMENDATION

Staff recommends that Council award the purchase of the Ditch Witch Vacuum Excavator to Ditch Witch Sales of New Mexico for $39,590.53.

MOTION

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

MOTION: Award the purchase of the Ditch Witch Vacuum Excavator to Ditch Witch Sales of New Mexico for $39,590.53.

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: March 11, 2025

RE: **Award of Contract for Storm Water Master Plan**

BACKGROUND

In 2005, the City began to map drainage basins within the City limits and performed various hydrological calculations modeling runoff in the 100-year storm events. The City later adopted 2007 guidelines from the Mile-High Flood Plain District by resolution, which is the City's current regulatory documents concerning storm drainage and drainage improvements. As the City has continued to develop, the existing storm drain systems have become unable to safely convey 10-year or greater storm events without damage to infrastructure and property. A fragmented network of drainage infrastructure exists, as documented in the City's ArcGIS program, which is often insufficient in capacity, has been inadequately maintained, is in a state of failure, has already failed, or was never properly put in place.

DISCUSSION

Public Works recently sent out a Request for Proposals (RFP) to experienced engineering firms for a storm water master planning initiative. The objective is to engage a consultant who will aid the City in developing a comprehensive set of guiding documents designed to enhance the efficient operation and maintenance of the City's storm water drainage system, as well as a 10-year improvement plan. The RFP was prepared and advertised in the Cortez Journal, put on the City's website, and listed on BidNet (1,975 contacts). Proposals were due by 3:00 PM on Tuesday, February 25, 2025, with the following firms responding:

Earth Art Engineering, Ltd. -- Cortez, CO	$149,740
Jones & DeMille Engineering, Inc. - Cortez, CO	$149,940
JR Engineering, LLC -- Centennial, CO	$229,040
RESPEC Company, LLC -- Denver, CO	$170,745

FISCAL IMPACT

Public Works has budgeted monies in the Street Improvement Fund to cover the Storm Water Master Plan.

RECOMMENDATION

City Staff, including representatives from Public Works, and General Services, conducted a review of the four submitted proposals. Although all bidders submitted proposals that listed what appeared to be qualified engineers and demonstrated storm water planning experience, Staff believes that Jones & DeMille Engineering, Inc., is best positioned to fulfill the City's requirements outlined in the RFP (see attached scoring matrix). With a wealth of experience in creating storm water master plans for rural communities comparable to Cortez, Jones & DeMille Engineering, Inc., is prepared to deploy a well-structured team of ten. This team will include engineers, water

resource professionals, environmental consultants, GIS specialists, and surveyors, all dedicated to fulfilling the aggressive schedule specified in the RFP. Jones & DeMille Engineering, Inc.'s proposal additionally highlights the company's skill in assisting with the procurement of alternative funding sources for storm water infrastructure improvements. Based on its overall proposal, it is the recommendation from the selection committee that Jones & DeMille Engineering, Inc. be chosen to draft the City's Storm Water Master Plan.

MOTION

If agreed upon by the City Council, a possible motion would be:
I move that City Council award the contract for the Storm Water Master Plan to Jones & DeMille Engineering, Inc., and authorize the City Manager to negotiate and sign a contract on behalf of the City for this purpose.

Attachments

Scoring Matrix - Storm Water Master Plan

2025 Storm Water Master Plan - Proposal Scoring Matrix

Evaluation Criteria	Weight	*Earth Art Engineering, Ltd.*		*Jones & DeMille Engineering*		*JR Engineering, LLC*		*RESPEC Company, LLC*	
		Rate (0-5)	**Scoring (Rate x Weight)**	**Rate (0-5)**	**Scoring (Rate x Weight)**	**Rate (0-5)**	**Scoring (Rate x Weight)**	**Rate (0-5)**	**Scoring (Rate x Weight)**
Completeness of Response	Pass/Fail	Pass	-	Pass	-	Pass	-	Pass	-
Qualifications & Experience	20	3	60	5	100	5	100	5	100
Organization & Approach	15	3	45	5	75	2	30	4	60
Scope of Services to be Provided	15	3	45	5	75	1	15	3	45
Schedule of Work	10	3	30	5	50	5	50	5	50
Conflict of Interest Statement	Pass/Fail	Pass	-	Pass	-	Pass	-	Pass	-
Local Presence	5	5	25	5	25	2	10	3	15
References	10	0	0	5	50	5	50	5	50
Presentation by Team	10	N/A	-	N/A	-	N/A	-	N/A	-
Q&A Response to Panel Questions	15	N/A	-	N/A	-	N/A	-	N/A	-
TOTAL			**205**		**375**		**255**		**320**

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: Lori Millich, Administrative Secretary/Police

Date: 03-06-2025

RE: **Ordinance No. 1334, Series 2025**

BACKGROUND

In 2021, Council approved Ordinance No. 1286, Series 2021 contracting with Axon Enterprises, Inc., of Scottsdale, Arizona ("AXON") to provide the Police Department with tasers, body-worn cameras and cloud storage of the data produced. This was a five-year contract that is expiring.

DISCUSSION

We are asking that you, again, sign a five-year contract with AXON for continuation of the services they provide, to include continued support and upgrades as new technology emerges over the next five years. There is an increase in the cost as new services and equipment are being requested.

The Police Department is asking that the Department continue to use the AXON 4 body-worn cameras and the AXON interview product. AXON interview has been on a separate contract and consolidating our AXON technology into a single annual payment will simplify administrative processes.
The Department is asking to upgrade the current Taser 7's to Taser 10's. This will be a significant improvement and advancement in de-escalating potentially dangerous situations and absolutely enhance officer safety. The Taser 7's offer two shots, one for long distance and one for close range. If a single dart does not make contact or disconnects, the device is ineffective. This has occurred on the street and in each of our trainings and demonstrations. The Taser 10 allows for up to 10 deployments and nearly doubles the effective range. More distance provides more safety for both the suspect and the officer.

The Police Department is asking to add the AXON Draft One to the contract. Draft One is advanced AI technology that works hand in hand with the AXON body-worn camera. Report writing is the most time-consuming task for officers, up to 40% of an officers' shift, as reported from Fort Collins Police Department, with similar results reported from other departments. Fort Collins also reported that Draft One reduced their report writing time, with higher quality reports, by 66%. Adding Draft One to the contract adds $27,925.92 annually with the overall cost at $139,629.60 over 5 years. This cost is projected to allow for each officer to be on the street an additional 549 hours per year. Officers on the street allow for quicker response time, better operational efficiency and lead to increased time officers can proactively patrol the city.

FISCAL IMPACT

The proposed new AXON 5-year contract, which includes AXON Interview, AXON Body Worn Camera 4, Taser 10 and AXON Draft One, will cost $593,545.91, paid out over the contract term:
Year 1 : $131,453.79
Year 2: $115,523.03
Year 3: $115,523.03
Year 4: $115,523.03

Year 5: $115,523.03
Year one costs are included in the approved 2025 budget.

RECOMMENDATION

Staff recommends that Council approve the quote from Axon and the Master Services Agreement and renew the Axon Subscriptions for another five years.

MOTION

If Council agrees with the Staff recommendation, a possible motion is as follows: I move that Council approve on first reading Ordinance No. 1334, Series 2025, an ordinance accepting and approving the Quote from Axon Enterprises, Inc., dated December 4, 2024, and approving the Master Services Agreement and related documents linked to the Quote, which extend and upgrade the Axon Subscriptions for an additional five-years, and set for second reading and a public hearing on March 25, 2025.

Attachments

Ordinance No. 1334, Series 2025
Axon Quote
Master Services Agreement

ORDINANCE NO. 1334

SERIES 2025

AN ORDINANCE APPROVING A CONTRACT FOR SERVICE FOR LONGER THAN TWO YEARS WITH AXON ENTERPRISES, INC., FOR TASERS, BODY CAMERAS AND ASSOCIATED CLOUD STORAGE

WHEREAS, the Cortez Police Department employs tasers and body worn cameras in the discharge of the Police Department's law enforcement duties; and

WHEREAS, after a competitive bidding process, in 2021, pursuant to Ordinance No. 1286, Series 2021, the City of Cortez selected and contracted with Axon Enterprises, Inc., of Scottsdale, Arizona ("AXON"), to provide the Police Department with tasers, body worn cameras and cloud storage of the data produced; and

WHEREAS, AXON is unique in the industry in that it offers one integrated system for the purchase of tasers, body worn cameras, servicing of that equipment, and the storage of the digital data, and the Police Department has been satisfied with AXON's performance to date; and

WHEREAS, the term for the 2021 contract with AXON has expired and the Police Department has determined that it is necessary to renew the City's contract for the Body Worn Camera 4 and the Axon Interview products, that the Police Department should replace the Axon Taser 7 tasers with the Axon Taser 10 tasers, and that the Police Department should add Axon Draft One to the Police Department's technology suite; and

WHERAS, the City of Cortez Charter, Chapter IX, Section 6, requires that the City Council approve by ordinance any contracts for professional services lasting for a period of more than two years; and

WHEREAS, the contract with AXON is a contract for mixed purchase of goods and professional services, thereby requiring City Council approval by ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the quote from AXON dated December 4, 2024, the AXON Master Services and Purchasing Agreement, and associated addendums, are hereby approved and the Mayor is authorized to sign the same.

REPEALER. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY. If any section, paragraph, clause, or provision ofthis Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall be

recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

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

FIRST READING: This ordinance shall be considered on first reading on March 11, 2025, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time the City Council shall consider authorizing the ordinance to be considered for a public hearing on second and final reading at a later date.

PUBLIC HEARING. This ordinance shall be considered for second and final reading on March 25, 2025, 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 11th DAY OF MARCH, 2025.

CITY OF CORTEZ

ATTEST:

_____
ROBERT DOBRY, COUNCILMEMBER

_____
LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 25th DAY OF MARCH, 2025.

CITY OF CORTEZ

ATTEST:

_____
RACHEL B MEDINA, MAYOR

_____
LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

_____
J. PATRICK COLEMAN, CITY ATTORNEY



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-606015-45630.694KH

Issued: 12/04/2024

Quote Expiration: 12/11/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 162954

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Cortez Police Department - CO 608 N Park St Cortez, CO 81321-3344 USA	Cortez Police Department - CO 608 N Park St Cortez CO 81321-3344 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Angelo Martinez Phone: 970565-8441 Email: amartinez@cortezco.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$593,545.91
ESTIMATED TOTAL W/ TAX	$593,545.91

Discount Summary

Average Savings Per Year	$16,318.95
TOTAL SAVINGS	$81,594.75

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	$131,453.79	$0.00	$131,453.79
Feb 2026	$115,523.03	$0.00	$115,523.03
Feb 2027	$115,523.03	$0.00	$115,523.03
Feb 2028	$115,523.03	$0.00	$115,523.03
Feb 2029	$115,523.03	$0.00	$115,523.03
Total	**$593,545.91**	**$0.00**	**$593,545.91**

Quote Unbundled Price:	**$675,140.66**
Quote List Price:	**$619,050.86**
Quote Subtotal:	**$593,545.91**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($6,883.40)	($6,883.40)	$0.00	($6,883.40)
100552	TRANSFER CREDIT - GOODS	1			$1.00	$22,814.17	$22,814.17	$0.00	$22,814.17
BWCUwTAP	BWC Unlimited with TAP	3	60	$110.87	$99.66	$99.66	$17,938.80	$0.00	$17,938.80
M00021	BUNDLE - CORE TASER 10	30	60	$225.03	$194.99	$174.04	$313,272.00	$0.00	$313,272.00
A la Carte Hardware									
H00001	AB4 Camera Bundle	3			$849.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		$28.21	$28.21	$1,692.60	$0.00	$1,692.60
73680	AXON RESPOND PLUS - LICENSE	3	60		$21.48	$15.04	$2,706.48	$0.00	$2,706.48
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		$32.98	$32.98	$3,957.60	$0.00	$3,957.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	60		$111.75	$111.75	$13,410.00	$0.00	$13,410.00
73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	30	60		$15.84	$15.84	$28,512.00	$0.00	$28,512.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	33	60		$22.57	$22.57	$44,688.60	$0.00	$44,688.60
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	33	60		$70.52	$70.52	$139,629.60	$0.00	$139,629.60
ProLicense	Pro License Bundle	4	60		$43.40	$43.33	$10,399.20	$0.00	$10,399.20
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	1	49		$28.74	$28.74	$1,408.26	$0.00	$1,408.26
Total							**$593,545.91**	**$0.00**	**$593,545.91**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	4	1	02/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	4	1	02/01/2025
BUNDLE - CORE TASER 10	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	31	1	02/01/2025
BUNDLE - CORE TASER 10	100201	AXON BODY 4 - DOCK - SINGLE BAY	4	1	02/01/2025
BUNDLE - CORE TASER 10	100206	AXON BODY 4 - 8 BAY DOCK	3	1	02/01/2025
BUNDLE - CORE TASER 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	2	02/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - CORE TASER 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2025
BUNDLE - CORE TASER 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	02/01/2025
BUNDLE - CORE TASER 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	1	02/01/2025
BUNDLE - CORE TASER 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2025
BUNDLE - CORE TASER 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	02/01/2025
BUNDLE - CORE TASER 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	02/01/2025
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	1	02/01/2025
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	02/01/2025
BUNDLE - CORE TASER 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	02/01/2025
BUNDLE - CORE TASER 10	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	1	02/01/2025
BUNDLE - CORE TASER 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	1	02/01/2025
BUNDLE - CORE TASER 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	02/01/2025
BUNDLE - CORE TASER 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2025
BUNDLE - CORE TASER 10	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	02/01/2025
BUNDLE - CORE TASER 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	02/01/2025
BUNDLE - CORE TASER 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	02/01/2025
BUNDLE - CORE TASER 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
BUNDLE - CORE TASER 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	02/01/2025
BUNDLE - CORE TASER 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
BUNDLE - CORE TASER 10	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	4	1	02/01/2025
BUNDLE - CORE TASER 10	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	33	1	02/01/2025
BUNDLE - CORE TASER 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2025
BUNDLE - CORE TASER 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2025
BUNDLE - CORE TASER 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2025
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	02/01/2026
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	02/01/2026
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	02/01/2027
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	02/01/2027
BUNDLE - CORE TASER 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	1	08/01/2027
BUNDLE - CORE TASER 10	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	4	1	08/01/2027
BUNDLE - CORE TASER 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	08/01/2027
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	3	1	08/01/2027
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	02/01/2028
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	02/01/2028
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	02/01/2029
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	02/01/2029
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	3	1	02/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - CORE TASER 10	101180	AXON TASER - DATA SCIENCE PROGRAM	30	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	20248	AXON TASER - EVIDENCE.COM LICENSE	30	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73449	AXON RESPOND - LICENSE	30	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	03/01/2025	02/28/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	3	03/01/2025	02/28/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	03/01/2025	02/28/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	03/01/2025	02/28/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	03/01/2025	02/28/2030
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	33	03/01/2025	02/28/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	03/01/2025	02/28/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	03/01/2025	02/28/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	03/01/2025	02/28/2030
A la Carte	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	30	03/01/2025	02/28/2030
A la Carte	73680	AXON RESPOND PLUS - LICENSE	3	03/01/2025	02/28/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	33	03/01/2025	02/28/2030

Services

Bundle	Item	Description	QTY
BUNDLE - CORE TASER 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30
BUNDLE - CORE TASER 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - CORE TASER 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80464	AXON BODY - TAP WARRANTY - CAMERA	31	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	4	02/01/2026	02/28/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	3	02/01/2026	02/28/2030
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	1	02/01/2026	02/28/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	608 N Park St	Cortez	CO	81321-3344	USA
2	608 N Park St	Cortez	CO	81321-3344	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	33	$27,925.91	$0.00	$27,925.91
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$791.52	$0.00	$791.52
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	$2,682.00	$0.00	$2,682.00
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	1	$281.65	$0.00	$281.65
Year 1	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	30	$5,702.40	$0.00	$5,702.40
Year 1	73680	AXON RESPOND PLUS - LICENSE	3	$541.30	$0.00	$541.30
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	33	$8,937.72	$0.00	$8,937.72
Year 1	BWCUwTAP	BWC Unlimited with TAP	3	$3,587.77	$0.00	$3,587.77
Year 1	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 1	M00021	BUNDLE - CORE TASER 10	30	$62,654.39	$0.00	$62,654.39
Year 1	ProLicense	Pro License Bundle	4	$2,079.84	$0.00	$2,079.84
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$22,814.17	$0.00	$22,814.17
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($6,883.40)	$0.00	($6,883.40)
Total				**$131,453.79**	**$0.00**	**$131,453.79**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	33	$27,925.92	$0.00	$27,925.92
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$791.52	$0.00	$791.52
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	$2,682.00	$0.00	$2,682.00
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	1	$281.65	$0.00	$281.65
Year 2	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	30	$5,702.40	$0.00	$5,702.40
Year 2	73680	AXON RESPOND PLUS - LICENSE	3	$541.30	$0.00	$541.30
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	33	$8,937.72	$0.00	$8,937.72
Year 2	BWCUwTAP	BWC Unlimited with TAP	3	$3,587.77	$0.00	$3,587.77
Year 2	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 2	M00021	BUNDLE - CORE TASER 10	30	$62,654.39	$0.00	$62,654.39
Year 2	ProLicense	Pro License Bundle	4	$2,079.84	$0.00	$2,079.84
Total				**$115,523.03**	**$0.00**	**$115,523.03**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	33	$27,925.92	$0.00	$27,925.92
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$791.52	$0.00	$791.52

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	$2,682.00	$0.00	$2,682.00
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	1	$281.65	$0.00	$281.65
Year 3	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	30	$5,702.40	$0.00	$5,702.40
Year 3	73680	AXON RESPOND PLUS - LICENSE	3	$541.30	$0.00	$541.30
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	33	$8,937.72	$0.00	$8,937.72
Year 3	BWCUwTAP	BWC Unlimited with TAP	3	$3,587.77	$0.00	$3,587.77
Year 3	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 3	M00021	BUNDLE - CORE TASER 10	30	$62,654.39	$0.00	$62,654.39
Year 3	ProLicense	Pro License Bundle	4	$2,079.84	$0.00	$2,079.84
Total				**$115,523.03**	**$0.00**	**$115,523.03**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	33	$27,925.93	$0.00	$27,925.93
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$791.52	$0.00	$791.52
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	$2,682.00	$0.00	$2,682.00
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	1	$281.65	$0.00	$281.65
Year 4	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	30	$5,702.40	$0.00	$5,702.40
Year 4	73680	AXON RESPOND PLUS - LICENSE	3	$541.30	$0.00	$541.30
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	33	$8,937.72	$0.00	$8,937.72
Year 4	BWCUwTAP	BWC Unlimited with TAP	3	$3,587.76	$0.00	$3,587.76
Year 4	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 4	M00021	BUNDLE - CORE TASER 10	30	$62,654.39	$0.00	$62,654.39
Year 4	ProLicense	Pro License Bundle	4	$2,079.84	$0.00	$2,079.84
Total				**$115,523.03**	**$0.00**	**$115,523.03**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	33	$27,925.93	$0.00	$27,925.93
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$791.52	$0.00	$791.52
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	$2,682.00	$0.00	$2,682.00
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	1	$281.65	$0.00	$281.65
Year 5	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	30	$5,702.40	$0.00	$5,702.40
Year 5	73680	AXON RESPOND PLUS - LICENSE	3	$541.30	$0.00	$541.30
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	33	$8,937.72	$0.00	$8,937.72
Year 5	BWCUwTAP	BWC Unlimited with TAP	3	$3,587.76	$0.00	$3,587.76
Year 5	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 5	M00021	BUNDLE - CORE TASER 10	30	$62,654.39	$0.00	$62,654.39
Year 5	ProLicense	Pro License Bundle	4	$2,079.84	$0.00	$2,079.84
Total				**$115,523.03**	**$0.00**	**$115,523.03**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-308949, Q-361938, Q-458037, Q-526335, Q-308820

Agency is terminating those contracts effective 3/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $15,930.77

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #64796. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

12-9-2024

Date Signed

12/4/2024

Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt , respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

_____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilclzes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.

   1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS APPENDIX

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope**. Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content**. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures**. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response**. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities**. Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Axon Training Pod

1. **Customer Responsibilities**. Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties**. **TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement**. Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DREW SANDERS, CITY MANAGER

Date: March 3, 2025

RE: **Possible Cancelation of the June 24, 2025 Council Meeting**

BACKGROUND

The Colorado Municipal League (CML) is a nonprofit, nonpartisan organization that represents the interests of 271 cities and towns in Colorado and also has a variety of professional sections and 14 regional districts that give CML depth and breadth in its understanding of municipal needs. The annual conference offers staff and elected officials educational opportunities to help them better govern their cities and towns through in-depth sessions, workshops, and networking events.

DISCUSSION

The CML 2025 annual conference is scheduled for June 24-27, 2025 at the Beaver Run Resort in Breckenridge, CO. The dates conflict with the regular stated City Council meeting scheduled for Tuesday June 24, 2025. We have Council members and the City Manager planning to attend the conference. The CML Annual Conference is the signature event of the year, where municipal officials across the State gather to network and learn from each other and the multitude of classes scheduled throughout the conference.

RECOMMENDATION

Staff recommends that Council considers canceling the June 24, 2025 regular stated City Council meeting.

MOTION

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

"I move to cancel the regular stated City Council meeting scheduled for June 24, 2025 for the purpose of permitting staff and Council attendance at the Colorado Municipal League conference."