



**PLANNING AND ZONING
COMMISSION MEETING
JULY 7, 2026
6:30 P.M.**

1. CALL TO ORDER — PLEDGE OF ALLEGIANCE — ROLL CALL — APPROVAL OF AGENDA
2. APPROVAL OF MINUTES FOR THE MAY 5, 2026, REGULAR P&Z MEETING.
 - a. **Minutes from 5/05/2026 Planning & Zoning Commission Meeting**
Presenter: Cheryl Lindquist, Permit Technician/Deputy City Clerk
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.)
4. PUBLIC HEARINGS
 - a. **Resolution No. 5, Series 2026**
Resolution No. 5, Series 2026, Land Use Code Revisions

Presenter: Contract City Planner Nancy Dosdall
5. UNFINISHED BUSINESS - none
6. NEW BUSINESS
 - a. Overview of the City of Cortez Comprehensive Plan and SB24-174 requirements.
This memorandum is provided for the orientation and reference of Planning and Zoning Commission members on the City of Cortez Comprehensive Plan.

Presenter: Jason Armstrong, Interim Director of Community & Economic Development/City Planner
7. OTHER ITEMS OF BUSINESS
 - a. DISCUSSION ITEMS —
 - Review needs for the upgrading of the Comprehensive Plan.
 - Ask for volunteers for city board vacancies. A Planning and Zoning Commissioner is needed for:
1. the Historical Preservation Board and 2. the Board of Adjustment. Robert Rime is already one representative for the BOA, although we can have two.
8. ADJOURNMENT



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

July 7, 2026

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **Minutes from 5/05/2026 Planning &Zoning Commission Meeting**

BACKGROUND

.

RECOMMENDATION

Commissioners will read and approve.

Attachments

P&Z Minutes 5/20/2026

CITY OF CORTEZ
PLANNING AND ZONING COMMISSION REGULAR MEETING
TUESDAY, MAY 5, 2026
6:30 p.m.

1. The Planning and Zoning Commission regular meeting was called to order at 6:30 p.m. on Tuesday, May 5, 2026 with the Pledge of Allegiance. Roll Call was taken and Commissioners present included: Chairperson Robert Rime, Commissioners Richard Fryhover and Charles Borchini Jr. Commissioner Robert Bright resigned his position on February 4th, 2026. Staff members present were: Interim Community and Economic Development Director/City Planner Jason Armstrong, IT Support Technician Aaron Holloman, Public Works Secretary Karie Beougher, City Attorney Patrick Coleman, and Deputy City Clerk/Permit Technician Cheryl Lindquist. There were 15 members of the public in the audience.

Commissioner Borchini moved to approve the agenda for May 5, 2026, adding an amendment to add an election for a new Vice-Chairman as presented by Chairperson Rime, and seconded by Commissioner Fryhover, and the vote was as follows:

Borchini	Fryhover	Rime
Yes	Yes	Yes

A motion was made by Commissioner Borchini to approve the meeting minutes for the February 3, 2026, Planning and Zoning Commission meeting and seconded by Commissioner Fryhover, and the vote was as follows:

Borchini	Fryhover	Rime
Yes	Yes	Present (due to his absence on February 3, 2026)

2. PUBLIC PARTICIPATION had no members of the public wishing to speak.
3. PUBLIC HEARINGS:
 - a. RESOLUTION NO. 2, Series 2026 Encroachment Permit, presented by Jason Armstrong, Cortez City Planner. 906 N Market St, owner Ted Schaefer. Mr. Schaefer inadvertently constructed a rock retaining line in the Right-of-Way on the east side of his backyard. It is a utility easement for Atmos Gas and Empire Electric, but neither had issues with the rock line. There were no concerns from any of the referral agencies, but if there ever is an issue the utility company or City could remove the rocks to enable repairs. There are four alternatives for the Commissioners to consider:
 1. The Commission can recommend that the Council approve the encroachment permit on property located at 906 N. Market Street, zoned Single-Family 1 (R-1);
 2. The Commission can recommend denial of the application for the encroachment permit and state its reasons;

3. The Commission can ask for more information and continue the application to a date certain or table the application; or
4. The Commission can recommend that Council approve the encroachment permit, and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

Staff recommended number four, adding that Resolution No. 2, Series 2026, states the utility company or City can remove the rocks if repairs are needed without any obligation to repair or replace it.

Mr. Schaefer, the applicant, stated he granted the City a ten-foot easement diagonally across the south to the northeast of his property to do work when it is necessary. Mr. Schaefer offered a sincere apology for the error. He also stated it was built with smaller rocks so it could be easily removed for utility work. He said it was his error and responsibility to replace when necessary. Commissioner Borchini requested that the resolution be recorded with Montezuma County recorder. Planner Armstrong said we could add that as a condition.

Chairman Rime opened the Public Hearing with no one speaking, so the hearing was closed.

Commissioner Borchini made the motion to approve the project with the addendum to the Resolution to include utility company or City can remove the rocks if repairs are needed without any obligation to repair or replace it. He also includes the Resolution shall be filed with the county recorder. Commissioner Fryhover seconded the motion and the vote follows:

Borchini	Fryhover	Rime
Yes	Yes	Yes

Motion to Recommend Approval Passes

- b. RESOLUTION NO. 3, Series 2026 Conditional Use Permit, presented by Jason Armstrong, Cortez City Planner. Property owners Mike and Sherri Franchini are wanting to construct a new garage for vehicle and RV storage on their existing property located at 1626 Rolling Road, proposing to be larger than 800 sq. ft. The proposed garage is a metal building that is larger than most garages in the City, however the lot is significantly larger than most at 1.29 acres. The proposed height of the garage is 16 ft at the highest point. This is similar or lower than the existing single-story home with a peaked roof on the property. The garage is proposed at a lower elevation than the existing home which will further limit the impact of the new garage. The proposed metal garage is 1600sq. ft. which is double the maximum size allowed without the Conditional Use Permit process. (Planner Armstrong also pointed out a nonconforming shed on a City of Cortez easement that is not currently in use. Although legally permitted, built in the right of way and if required in the future it will need to be removed. The shed size is the only standard that does not comply as shown on a graphic presented. Everything else complies with the Land Use Code. The Commission asked if staff could confirm this was for personal and not business use. Although not specified in the application, it could not be commercial without permitting from the City. The applicants were in the

audience but declined to speak. Chairperson Rime asked about entrance into the garage which it was explained the entrance is off Rolling Road.

Chairperson Rime then opened the public hearing. Emma Thompson and Austin Tipps, 1702 Rolling Road, spoke in opposition by stating their house faces the area where the garage is to be built. They worry that the structure will decrease their homes value and feel the garage is being built in their front yard. They feel the use will create an unpleasant place to live. They feel it obstructs the views and is the same size of most homes in the neighborhood. Greg Hile, 1811 Shady Lane, spoke of how the metal buildings are total obstructions and several new have come into the neighborhood. The neighbors have been remodeling and refreshing to improve the community feeling. But he feels the size of building will change the feeling of the neighborhood. It is not in the best interest of the whole community. Planner Armstrong pointed out the CUP criteria with City Attorney Coleman stating anything the owner does has to comply with the zoning code.

No one else to speak so Chairperson Rime closed the public hearing.

Commissioner Borchini spoke of the standards and legalities going into building. He stated it could bring down the property values and that is a concern. Commissioner Fryhover feels more information is needed. City Planner Armstrong and Attorney Coleman explained the commissions options. Chairman Rime reminded that this is only for recommendation to City Council. Attorney Coleman clarified the applicants could build two 800 sq ft. garages without going through the CUP and would just need building permits.

Commissioner Borchini made a motion to recommend not approving the application, due to lowering value of others properties, size of building, and the possibility of encouraging others to apply for oversized garages. Chairman asked for a second. There was no second so the motion died.

After extensive discussion by the commission, Commissioner Borchini moved for the Planning and Zoning Commission to recommend that City Council deny approval for the application submitted by Mike and Sherri Franchini due to the garage being too large and out of character for the neighborhood. Commissioner Fryhover seconded the motion and the vote was as follows:

Borchini	Fryhover	Rime
Yes	Yes	No

Motion to Recommend Approval (of the Denial) Passed

- c. RESOLUTION NO. 4, Series 2026 Conditional Use Permit, presented by Jason Armstrong, Cortez City Planner. A CUP application from Brad and Asha Moore, 525 S. Market St., for an addition to an existing garage that would create an oversized garage of 1080 sq. ft. It meets all standards except for the size. The existing permanent garage is

found to be over 800 sq. ft., making it legal nonconforming, but this permit would cure that nonconformity.

Chairperson Rime opened the public hearing, with no one wishing to speak the public hearing was closed.

Commissioner Fryhover made a motion to approve Resolution No. 4, Series 2026, recommending that City Council approve the conditional use permit for a permanent accessory structure on property located at 525 South Market Street, zoned Multi-family (R-2), through Planning and Zoning Resolution No. 4, Series 2026 with the condition as stated in the resolution. The vote follows:

Borchini	Fryhover	Rime
Yes	Yes	Yes

Motion to Recommend Approval Passes

4. UNFINISHED BUSINESS

a. Agenda amended to add election of Vice-Chairperson.

Commissioner Borchini made a motion to nominate Commissioner Fryhover for Vice-Chairperson due to the resignation of Vice-Chairperson Bright. Chairperson Rime seconded the motion and the vote follows:

Borchini	Fryhover	Rime
Yes	Yes	Yes

5. NEW BUSINESS

- a. Cash-In-Lieu of Land Dedication Study Review. The purpose of this section in the Land Use Code is to ensure that all new subdivisions designate sufficient land in appropriate areas for parks, open space, and schools to meet the demand and needs 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. Every Major Subdivision includes dedication of land or a fee in lieu for parks, recreation, and open space, and schools in an amount established by the Land Use Code. Existing subdivisions and Minor Subdivisions are exempt from these requirements. 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. 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. The City Council, following a recommendation by the Planning and Zoning Commission shall, by resolution, set the per-acre fee for dedicated land based upon the current fair market value for raw lands adjacent to the City, utilizing an average per-acre value calculated over the previous five years. The five-year per-acre value and the corresponding cash-in-lieu fee are reviewed and updated

annually for the adoption of fees and charges for city services. In the 2026 study, the new fee of \$1,186/acre is \$124.00 less than in 2025.

Commissioner Borchini made the motion to recommend that Council approve the new cash-in-lieu of land dedication of \$1,186.00/acre. Commissioner Fryhover seconded the motion with the vote as follows:

Borchini	Fryhover	Rime
Yes	Yes	Yes

6. OTHER ITEMS OF BUSINESS;

- a. Permits issued January 16 Through April 15, 2026 through January 15, 2026 were reviewed.

7. ADJOURNMENT:

The motion was made by Chairperson Rime to adjourn and seconded by Commissioner Borchini with the vote as follows:

Borchini	Fryhover	Rime
Yes	Yes	Yes

The meeting was adjourned at 8:05 p.m.

PLANNING & ZONING COMMISSION

Robert Rime, Chairperson

ATTEST:

Cheryl Lindquist, Deputy City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

July 7, 2026

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **Resolution No. 5, Series 2026**

BACKGROUND

A Resolution Recommending Approval of Revisions to Sections 2.03 Standards of Measurement, Section 2.04 Definitions and Terms of Use, Table 3.2 Nonresidential Dimensional Standards, Table 3.4 Schedule of Use Regulations, 3.06.4.A.2.d Accessory carport standards, 3.06.13 Natural Medicine Businesses (add and renumber rest of Chapter), 4.06.A.12 Other Utilities, 5.04.2 Design and Construction Standards, 5.06 Landscaping and Screening, 5.09.4 Parking Lot Lighting, 5.010.7 Historic Signs, and Chapter 7 Historic Preservation.

RECOMMENDATION

I recommend making a motion that the Planning and Zoning Commission approve Resolution No. 5, Series 2026, a resolution recommending that Council approve the proposed revisions to the Land Use Code attached to the resolution as Exhibit A.

Attachments

Staff Report
Resolution No. 5, Series 2026
Exhibit A



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

Meeting Date: July 7, 2026

MEMO

TO: Members of the Cortez Planning and Zoning Commission

FROM: Nancy Dosdall, Contract City Planner

SUBJECT: Public Hearing and possible recommendation for multiple revisions to the Cortez Land Use Code

ATTACHMENTS: P&Z Resolution No.5, Series 2026
Redline Land Use Code - revisions

BACKGROUND

Since adoption of the new code last year, the state has made several statutory changes that require land use code changes. In addition, staff has discovered a few issues that should be corrected. In March, staff reviewed the following changes with the code committee.

See attached for red-lined drafts of revised Chapters 2, 3 4, 5 & 7. Below is an explanation of the proposed changes.

PROPOSED CHANGES

Natural Medicine:

Chapter 3 includes the Natural Medicine changes recently adopted by the City Council, translated into the land use code. There are a few places where the City Code needs clarification in the land use code:

- The Code Committee recommends that centers be conditional in the CBD and C zone and permitted in the I zone, while the City code allows them in these districts, it isn't clear on what should be permitted or conditional.
- Cultivation, manufacturing, testing are conditional in the C zone and permitted in the I zone. They are left out of CBD.
- The Hospital PUD is another location where it may be reasonable to allow natural medicine centers. This is not a code issue however, either the PUD could be interpreted to allow them or the PUD could be revised.

Turf:

Turf changes were kept as simple as possible, but the new statute is detailed and complicated. The statute is intended to prevent communities from allowing (or requiring) water thirst vegetation such as bluegrass except in locations such as ballfields. Also included in the legislation are requirements to avoid the use of artificial turf, also due to environmental reasons. The portions of the legislations that are not translated into code include provisions that disallow cities and school districts from using turf and artificial turf in public projects such as public medians, public building landscaping and school landscaping.

Wildfire Resiliency Code

Due to state mandates, the City Adopted the Colorado Wildfire Resiliency Code (WRC) which will affect some parcels within City limits. Most of the changes are related to building materials and building code requirements. The WRC includes requirements for defensible space and fencing materials which need to be included in the land use code. Proposed revisions include exemptions from any conflicting requirements in the landscape portion and requirements that any fencing in the WRC meet material requirements.

Sidewalk Requirements – 4.04.2(C)

The previous code required 3' sidewalks when constructing new development and single-family homes. This was an outdated requirement that failed to meet ADA requirements which are currently 5'. The new code updated the requirement to 5' sidewalks but recognized that residents were reluctant to build 5' sidewalks when adjacent properties had 3' walks already constructed and allowed for the lower requirement when the new construction filled a gap in existing, nonconforming walks. While not adequate for current ADA requirements, the lesser requirement seemed more reasonable and cost conscious, albeit substandard.

The new city public works director has expressed concern with allowing substandard new sidewalks to be constructed, from both a liability standpoint and future cost to the city. The suggestion is to remove the allowance for 3' sidewalks when adjacent walks are 3'.

Extra conduit in new subdivisions 4.06.A.12

This revision requires a minimum of 3 conduits to be placed underground in new subdivisions. This will allow flexibility for future service providers and possibly prevent future expensive and disruptive construction should a new provider be established.

Carport Design Standards 3.06.4.A.2.d I & ii

The new code removed most design standards. The only remaining standard is for carports, requiring that carports be constructed in a manner that appears as a part of the original construction of home and that materials used are compatible with the materials used on the home. These provisions are hard to define and administer and have been generally ignored with carport construction. Staff is suggesting removing the requirements.

Historic Preservation

The Historic Preservation Commission has been reviewing provisions of the historic preservation chapter and has a number of recommended changes:

Main Changes

- use "historic resources" when referring to all potential historic designations.
- use District, Site, Building, Structure, Object for all lists of historic resources.

7.01

- use City instead of community

7.02

- Add Mission Statement to 7.02.1.B
- Add clarification of officer election
- 7.02.7.7 – change language to *potential historic resources*....
- renamed City Register to City Register of Historic Resources
- removed designating *features* (7.02.9)

7.03

- change “applicant shall pay” to align with City fee schedule, published annually
- Add information about Public Notice requirements
- added time limit for owner notification (7.03.4)

7.04

- changed to significant historic rehabilitation or reconstruction. (remove remodel)
- Moved alteration of historic signs to 7.04.3, in front of demolition?

Parking Lot Lighting 5.09.4.A

The new code changed the lighting requirement for parking lots from 3 foot candles to 5 lumens. We are not sure why this change was made but a recent designer for a new parking lot at the softball fields noted that 5 lumens is an excessive amount of lighting.

IESNA recommendations:

Low Activity/Residential - 0.5 - 1.0fc

Standard Commercial - 1.0 - 2.0fc

High Activity/Retail - 2.0 - 3.0fc

High Security - 3.0 - 5.0fc

Based on the above recommendations, it does appear that 5 lumens is an excessive amount of lighting. The new proposal would limit lighting to not to exceed IES recommended levels and provide a minimum of 1.0 fc which compares to residential/standard commercial recommended levels.

Setback Exceptions 2.03.A.4 & 5 (new)

The new code does not include common exclusions and exceptions to setback requirements. Staff is suggesting adding the following provisions:

Permitted Setback Exceptions. The following architectural elements and structures are not subject to the setback requirements of this code:

- a) Fences and walls that meet all requirements of Sec 5.05 of this code.
- b) Retaining walls meeting all requirements of this code.

Permitted Setback Encroachments. The following structures and architectural features may encroach into required setbacks as specified:

- a) Awnings and canopies without supports- 3’
- b) Bay windows – 2’
- c) Chimneys – 3’
- d) Decks, porches, or patios which are not covered, if the surface of the deck is less than 30” above average grade – to property line.
- e) Decks, porches, or patios which are covered or not covered, if the surface of the deck is more

- than 30' above average grade shall comply with the setbacks
- f) Eaves – 3'
 - g) Stairways and fire escapes – 3'

STAFF RECOMMENDATION

Staff recommends that the Planning & Zoning Commission review the revised Cortez Land Use Code, listen to public comments and if ready, recommend that the City Council adopt the multiple minor revisions to the Land Use Code.

If the Planning and Zoning Commission so chooses to follow the recommendation of Staff, a possible motion is as follows:

I make a motion that the Planning and Zoning Commission approve Resolution No. 5, Series 2026, a resolution recommending that Council approve the proposed revisions to the Land Use Code attached to the resolution as Exhibit A.

If the Planning and Zoning Commission so chooses revise the code, a possible motion is as follows:

I make a motion that the Planning and Zoning Commission direct staff to make the revisions as follows: (list them) and continue the hearing to the meeting of August 4th for further consideration.

**CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 5, SERIES 2026**

**A Resolution Recommending Approval of
Revisions to Sections 2.03 Standards of Measurement, Section 2.04 Definitions and Terms
of Use, Table 3.2 Nonresidential Dimensional Standards, Table 3.4 Schedule of Use
Regulations, 3.06.4.A.2.d Accessory carport standards, 3.06.13 Natural Medicine
Businesses (add and renumber rest of Chapter), 4.06.A.12 Other Utilities, 5.04.2 Design
and Construction Standards, 5.06 Landscaping and Screening, 5.09.4 Parking Lot
Lighting, 5.010.7 Historic Signs, and Chapter 7 Historic Preservation.**

WHEREAS, by Ordinance 1331, Series 2025, on March 11, 2025, the City Council of the City of Cortez repealed the City of Cortez Land Use Code in its entirety and replaced it by adopting the new City of Cortez Land Use Code dated March 11, 2025; and

WHEREAS, since adoption, the staff have found numerous typos, incorrect citations and other process changes that will improve the functionality of the Code; and

WHEREAS, at the July 7, 2026, Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed a draft of the proposed revisions to the City of Cortez Land Use Code, and made recommendations as evidenced by the adoption of this P&Z Resolution No. 5, Series 2026; and

WHEREAS, based on the evidence and testimony presented at the July 7, 2026 meeting, the Planning and Zoning Commission recommends that the City Council adopt revisions to the City of Cortez Land Use Code as noted and shown on the attached redline, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

THAT, pursuant to this P&Z Resolution No. 5, Series 2026, the Cortez Planning and Zoning Commission recommends that the City Council of the City of Cortez adopt revisions to the City of Cortez Land Use Code as noted and shown on the redline, a copy of which is attached hereto and incorporated herein as Exhibit A.

MOVED, SECONDED, AND ADOPTED THIS 7th DAY OF JULY 2026

CORTEZ PLANNING AND ZONING COMMISSION

By: Robert Rime, Chair

ATTEST:

Cheryl Lindquist, Deputy City Clerk

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:

Section 2.03 Standards of Measurement

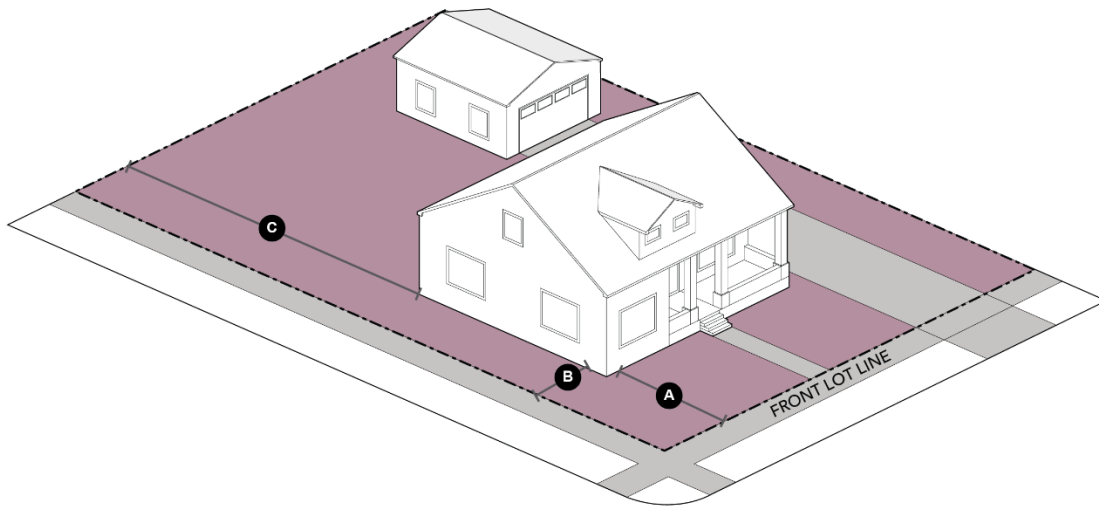
1. And indicates that all connected items, conditions, provisions or events shall apply; and
 2. Or indicates that one or more of the connected items, conditions, provisions or events shall apply.
- E. Delegation of Authority. Whenever a provision appears requiring the head of a department or some other 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.

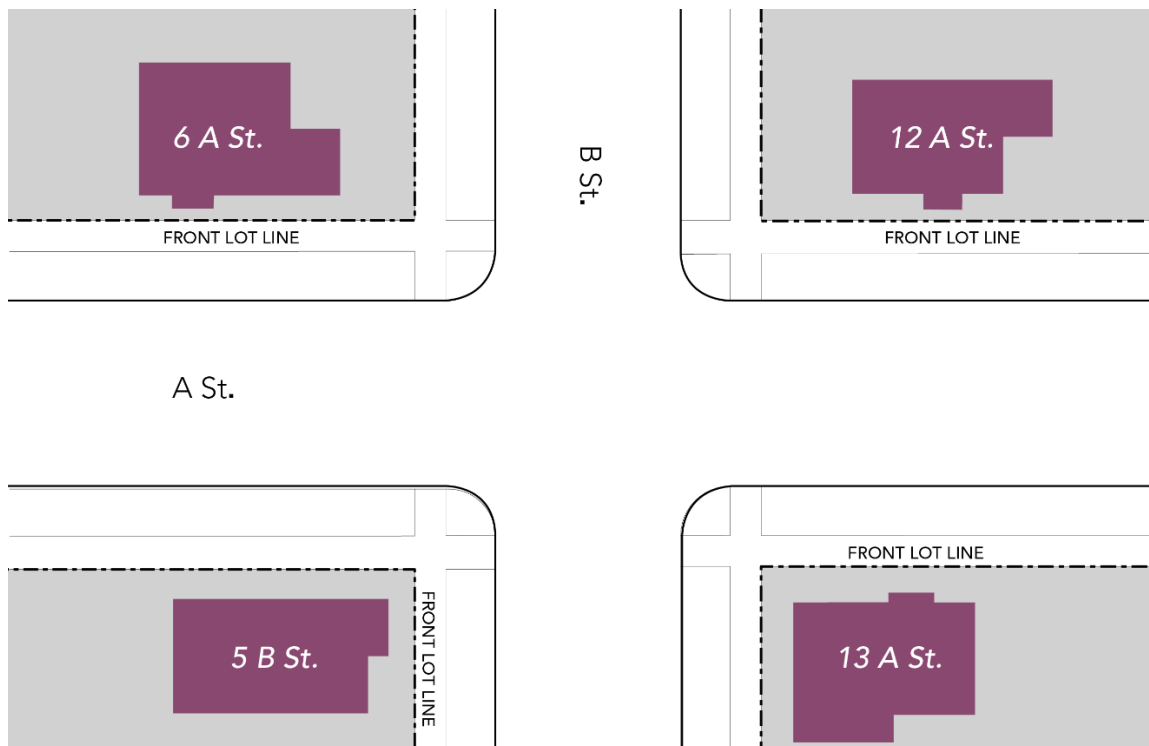
2. B: Side Yard Setback (as referenced in diagram) measured from side lot line to side façade of building.
3. C: Rear Yard Setback (as referenced in diagram) measured from rear lot line to rear façade of building.
4. Permitted Setback Exceptions. The following architectural elements and structures are not subject to the setback requirements of this code:
 - a. Fences and walls that meet all requirements of Sec 5.05 of this code.
 - b. Retaining walls meeting all requirements of this code.
5. Permitted Setback Encroachments. The following structures and architectural features may encroach into required setbacks as specified:
 - a. Awnings and canopies without supports – 3'
 - b. Bay windows – 2'
 - c. Chimneys – 3'
 - d. Decks, porches, or patios which are not covered, if the surface of the deck is less than 30" above average grade. – to property line
 - e. Deck, porches, or patios which are covered or not covered, if the surface of the deck is more than 30" above grade shall meet the setbacks.
 - f. Eaves – 3'
 - g. Stairways and fire escapes - 3'

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.

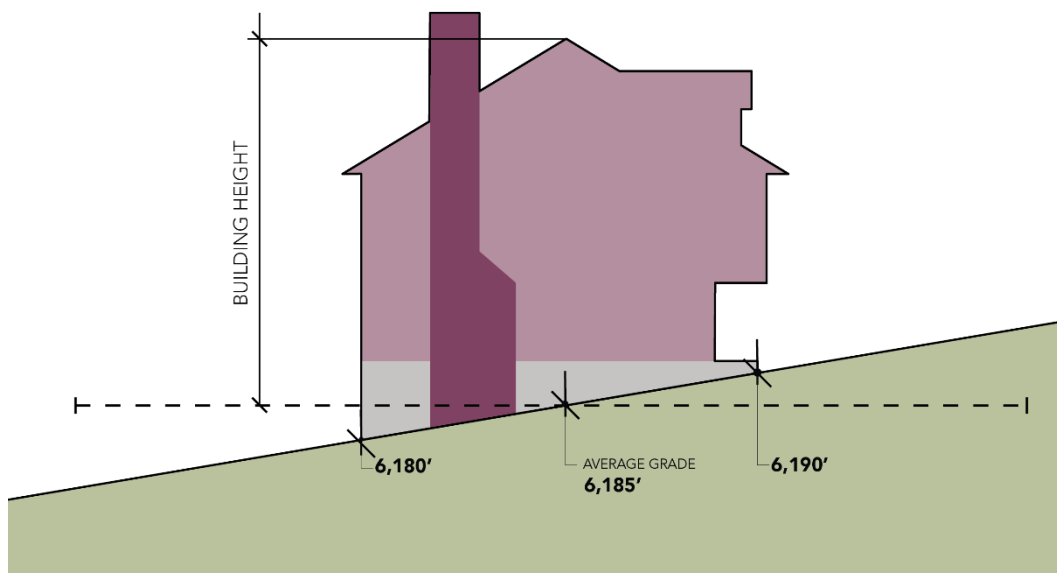
Figure 2.2 – Corner Lot Addressing



Section 2.03 Standards of Measurement

- 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.

Section 2.04 Definitions of Terms and Uses

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

Section 2.04 Definitions of Terms and Uses

Access

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

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 device 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.

Section 2.04 Definitions of Terms and Uses

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.

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.

Section 2.04 Definitions of Terms and Uses

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.

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.

Section 2.04 Definitions of Terms and Uses

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.

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.

Section 2.04 Definitions of Terms and Uses

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.

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.

Section 2.04 Definitions of Terms and Uses

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.

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

Section 2.04 Definitions of Terms and Uses

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.

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

Section 2.04 Definitions of Terms and Uses

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 Building. A historic building is a structure with perceived historical importance or historic significance created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn.

Historic District

A historic district is a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development that has perceived historical importance or historic significance. A historic district may also comprise individual elements separated geographically but linked by association or history.

~~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.~~

Historic Object. A historic object is a material thing of functional, aesthetic, cultural, historical or scientific value with perceived historical importance or historic significance that may be, by nature or design, movable yet related to a specific setting or environment. A historic sign is an example of a historic object.

Historic Resources

Historic Resources means any districts, sites, 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.

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, the City of Cortez, State of Colorado, 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

Section 2.04 Definitions of Terms and Uses

4. Potential to yield important information

Historic Site

Historic site means the location of a significant event, a prehistoric or historic occupation or activity occurred. A site may also include a building or structure, whether standing, ruined, or vanished, if the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure.

Historic Structure.

A historic structure is a functional construction with perceived historic importance or significance made for purposes other than creating human shelter (example; bridge). Constructed by man, it is often an engineering project large in scale.

Historical Importance

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

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

Ignition-Resistant Building Material

Ignition-Resistant Building Material means a type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.

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

Section 2.04 Definitions of Terms and Uses

K

There are no terms in this section

L

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

Section 2.04 Definitions of Terms and Uses

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 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.

Section 2.04 Definitions of Terms and Uses

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.

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

Section 2.04 Definitions of Terms and Uses

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.

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.

Section 2.04 Definitions of Terms and Uses

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.

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.

Section 2.04 Definitions of Terms and Uses

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

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.

Section 2.04 Definitions of Terms and Uses

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.
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.

Section 2.04 Definitions of Terms and Uses

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.

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.

Section 2.04 Definitions of Terms and Uses

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.

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.

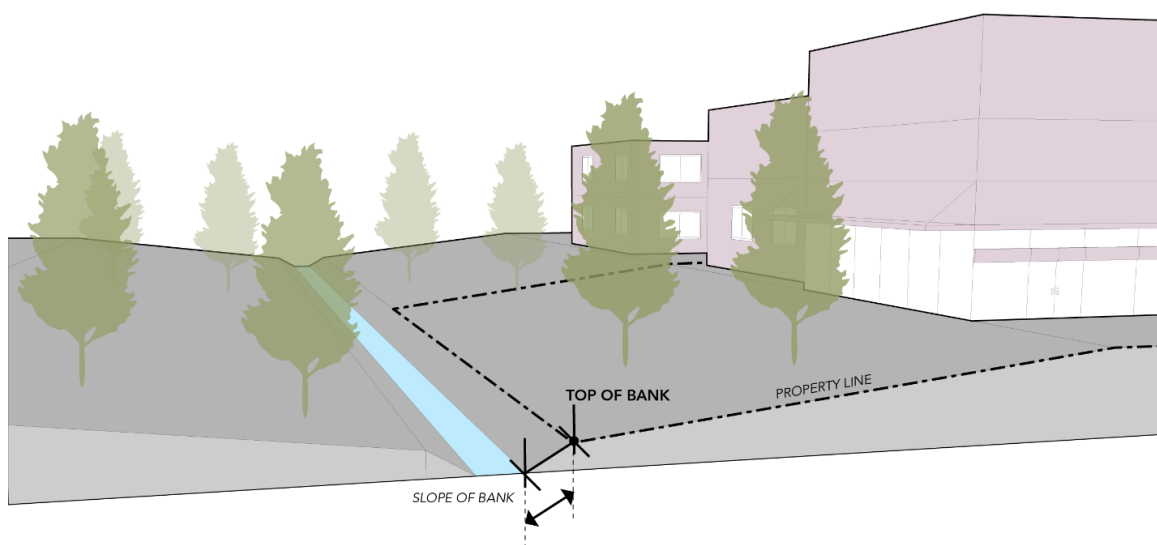
Section 2.04 Definitions of Terms and Uses

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.

Section 2.04 Definitions of Terms and Uses

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.

Section 2.04 Definitions of Terms and Uses

Wildland-Urban Interface Area

Wildland-urban interface area means property designated by the State of Colorado on the Colorado Wildfire Resiliency Code Map as having a fire intensity classification of Class 1 or Class 2.

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.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

July 7, 2026

MEMO TO: Planning and Zoning Commission

FROM: Jason Armstrong, Interim Community/Economic Development Director/City Planner

SUBJECT: Overview of the City of Cortez Comprehensive Plan and SB24-174 requirements.

BACKGROUND

The memorandum summarizes the statutory basis for the City of Cortez Comprehensive Plan, the elements the plan is required to address under Colorado law, the responsibilities of this Commission during any plan update or full rewrite, and the categories of land use decisions that must be evaluated for consistency with the adopted plan. This discussion also provides an opportunity for the Commission to review the RFP that was released on June 16, 2026 with the intent to address the legislative mandates in SB24-174 as it relates to the development of a Strategic Growth element and a Water Supply element by December 31, 2026.

DISCUSSION

Staff is requesting feedback from the Planning and Zoning Commission on a review of the current comprehensive plan. Additionally, Staff is seeking the Commission's input into the selection of a qualified consultant to carry out the required legislative mandates in Senate Bill 24-174 as they relate to the City's adopted Comprehensive Plan.

RECOMMENDATION

None

MOTION

None. Information only.

Attachments

Staff report
Request for Proposal (RFP)



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

Jason Armstrong
Interim Community and Economic
Development Director/City Planner
123 Roger Smith Ave.
Cortez, CO 81321
jarmstrong@cortezco.gov

Memorandum

To: City of Cortez Planning & Zoning Commission

From: Jason Armstrong, Interim Community and Economic Development Director/City Planner

Date: July 7, 2026

RE: Overview of the City of Cortez Comprehensive Plan and SB24-174 Requirements

Purpose

This memorandum is provided for the orientation and reference of Planning and Zoning Commission members. It summarizes the statutory basis for the City of Cortez Comprehensive Plan, the elements the plan is required to address under Colorado law, the responsibilities of this Commission during any plan update or full rewrite, and the categories of land use decisions that must be evaluated for consistency with the adopted plan.

This discussion also provides an opportunity for the Commission to review the RFP that was released on June 16, 2026 with the intent to address the legislative mandates in SB24-174 as it relates to the development of a Strategic Growth element and a Water Supply element by December 31, 2026.

Background

Statutory Authority and Intent

The City of Cortez Comprehensive Plan is authorized and guided by Colorado Revised Statutes (C.R.S.) Sections 30-28-106 and 30-28-107, which govern municipal master plans. Under these statutes, a comprehensive plan — also called a master plan — is prepared for the general purpose of:

“Guiding and accomplishing a coordinated and harmonious development of the relevant territory, which, in accordance with present and future needs and resources, will best promote the general welfare of the inhabitants.”

— C.R.S. § 30-28-106

The plan is an official public document — developed by the community, staff, city boards, and elected officials — that sets forth policies and goals concerning the City’s future. It serves as a policy guide for how community development will occur over the next ten to twenty years. Importantly:

- The Comprehensive Plan is NOT law. It does not itself provide legal authority to approve or deny a permit.
- However, land use decisions grounded in an adopted plan have been upheld in Colorado courts, giving the plan significant legal weight in practice.

- The plan does not bind individual decisions automatically — each policy must still be evaluated and applied by decision-makers.
- The plan is a living document. It is intended to be reviewed every two years and amended as community needs, technology, and economic conditions change.

The City goes beyond the statutory minimum by also addressing local character and culture, core values, and a 2020 Vision — all of which guide how the City implements the statutory goals.

Required Elements Under Colorado Statute

Colorado state statute establishes a minimum set of topics that every municipal master plan must address. The table below summarizes each required element and notes how the 2008 Cortez Comprehensive Plan addresses it.

Required Element	How Addressed in the 2008 Plan
1. General location, character, and extent of the current and desired transportation system	Chapter 7 — Transportation: street grid, multimodal network, Future Thoroughfares Plan, bicycle/pedestrian routes, aviation, public transit
2. Location and extent of public utilities and terminals (water, light, power, sanitation, transportation, communication, heat)	Chapter 8 — Public Facilities and Services: water plant, sewer, fiber-optic network, Empire Electric, natural gas, stormwater
3. Adequate water supply to serve anticipated demand (quality and quantity)	Chapters 8 and 9: water treatment capacity, raw water rights, Dolores River source, conservation policies, drought contingency direction
4. Use plans for dedicated public rights-of-way	Chapter 7: Master Streets Plan, trail easements, multimodal corridors, sidewalk cost-share program
5. Zoning plans for new development	Chapter 5 — Land Use Plan: zoning map, Land Use Code direction, infill and annexation policies, One-Mile Urban Services Area and Three-Mile Growth Area
6. Inventory of available housing, business, and public space; plans for projected economic and other needs	Chapters 6, 11, 10 and 12: housing stock inventory, affordable housing strategy, economic development goals, downtown development plan and parks and recreation
7. Plan for commercial mineral extraction	Chapters 3 and 11: CO ₂ extraction acknowledged as major tax and employment base; directions for workforce transition as resources decline
8. Demographic projections and associated needs	Chapter 3 — Demographics: population trends, age distribution, income, education, employment, household composition, projected growth to 2035
9. General location and extent of delicate and hazardous natural areas	Chapter 9 — Natural Environment: Critical Lands framework, wetlands, drainage corridors, viewsheds, air and water quality concerns

Responsibilities of the Planning and Zoning Commission

The Planning and Zoning Commission bears primary responsibility for the Comprehensive Plan throughout its lifecycle — from initial adoption through periodic updates and any full rewrite. The Commission's role spans three distinct phases.

1. Adoption and Ongoing Maintenance

The Comprehensive Plan is formally adopted by the Planning and Zoning Commission — not City Council. The Commission is therefore the custodial body for the plan's integrity. On an ongoing basis, the Commission is responsible for:

- Reviewing the Implementation Program annually and providing recommendations to City Council for any necessary revisions.
- Monitoring the status of each implementation action throughout the year in coordination with City staff.
- Ensuring the plan remains consistent with the community's needs and desires as conditions change.
- Receiving and reviewing citizen recommendations for plan amendments and scheduling public hearings as required.
- Initiating amendments on its own motion when an item is time-sensitive and constitutes a necessary change.

Amendment notice requirement:

Any textual amendment to the Comprehensive Plan requires a public hearing with at least 10 days of proper notice to the public and to specifically affected interests. The Commission may act at any time on time-sensitive amendments; routine amendments are batched into the biennial review cycle.

2. Plan Update (Periodic Revision)

City Council's stated intent is to review the plan every two years. During a periodic update, the Commission's responsibilities include:

- Directing staff to prepare a recommended framework for updating each chapter's Implementation Program.
- Soliciting updated demographic and economic data to replace time-sensitive background information.
- Coordinating neighborhood meetings and public forums to gather fresh citizen input on priorities.
- Evaluating whether any goals have been achieved and should be retired, and whether new goals have emerged.
- Reviewing all suggested policy changes from citizens, staff, and other City advisory boards.
- Ensuring the updated plan continues to reflect the 2020 Vision and Mission Statement, or recommending revisions to those foundational statements if warranted.
- Holding a noticed public hearing and formally adopting the revised document.

3. Full Rewrite

A full rewrite — such as the process that produced the 2008 plan — is a multi-year undertaking. Based on the process described in Chapter 1, the Commission’s responsibilities during a full rewrite include:

- Overseeing an extensive community engagement process, including:
 - Neighborhood-level discussion workshops (the 2008 process divided the city into nine neighborhoods)
 - Topic-specific public forums on each statutory element
 - Presentations by subject-matter experts followed by facilitated goal-setting exercises
 - Written public comment periods throughout the drafting process
- Ensuring that both city residents and area residents outside city limits have meaningful opportunities to participate.
- Overseeing a content review committee and editing committee to maintain consistency and clarity across all chapters.
- Reviewing each chapter as drafted and directing revisions prior to public hearing.
- Evaluating whether the plan goes beyond the statutory minimums in ways that serve community values — as the 2008 plan did with the Cultural Character, Parks, and Implementation chapters.
- Conducting the formal adoption hearing and adopting the completed plan.
- Transmitting the adopted plan to City Council for reference in budgeting and policy decisions.

A note on staff and Commission roles:

While the Commission provides governance and adoption authority, the day-to-day drafting of the plan is a staff function — historically led by the Planning and Zoning Administrator and Planning staff. All department heads and the City Manager are expected to provide recommendations based on the Comprehensive Plan’s direction and to be familiar with policies applicable to their departments.

Land Use Decisions Subject to the Comprehensive Plan

The Comprehensive Plan functions as the primary policy framework against which the following categories of land use decisions are to be evaluated. Staff reports should note how each action relates to the plan; when a report does not address this, Commission members should inquire and review the plan before acting.

A. Applications Expressly Requiring Plan Consistency Review

The following are directly identified in the 2008 plan as requiring evaluation against the Comprehensive Plan and its implementing documents:

- Annexation petitions — must be reviewed against the Land Use Code, Master Streets Plan, One-Mile Urban Services Area plan, and Three-Mile Potential Growth Area Map (Policy 5.1.6; Ch. 5).
- Rezoning and zoning map amendments — must reflect the land use directions and zoning plans established in the Comprehensive Plan (Ch. 5).
- Subdivision plat approvals — street layout, infrastructure, open space dedication, and trail easements must conform to plan policies (Chs. 5, 7, 10).

- Land Use Code text amendments — revisions to the code should implement, not contradict, Comprehensive Plan goals and objectives (Ch. 5 and Ch. 13).
- Development agreement approvals — infrastructure commitments, fee structures, and design standards are measured against plan policies (Ch. 5).

B. Project and Site Review Decisions

Individual development projects are evaluated against applicable plan chapters:

- Site plan and design review — visual aesthetics, highway corridor design, big-box retail standards, dark sky lighting, landscaping, and compatibility criteria (Policies 5.3.x, 5.6.x).
- Planned Unit Development (PUD) approvals — density, mixed-use opportunities, open space preservation, and green building practices (Ch. 5, Ch. 6).
- Conditional use permits — compatibility with adjacent land uses, proximity to schools, parks, and services (Chs. 5, 8).
- Variances — evaluated in context of plan’s infill and neighborhood character goals (Ch. 5, Ch. 6).
- Historic structure applications — consistency with historic preservation policies and design criteria (Policies 4.5.x, 12.2.x).

C. Public Investment and Capital Decisions

The Comprehensive Plan also guides non-regulatory decisions by the City:

- Capital Improvements Program (CIP) — annual budget requests and multi-year infrastructure investments should reflect plan priorities, particularly the short-term objectives identified in each chapter’s Action Program.
- Intergovernmental Agreements (IGAs) — particularly with Montezuma County regarding the One-Mile Urban Services Area and Three-Mile Potential Growth Area (Policy 5.5.4).
- Parks and open space acquisitions — evaluated against the Parks and Recreation Master Plan and plan goals for trail connectivity and natural area preservation (Ch. 10).
- Airport Master Plan — the FAA-driven Airport Master Plan must be consistent with community goals for the Cortez Municipal Airport (Ch. 8).
- Utility expansion decisions — extension of water, sewer, fiber, and other services should follow plan-identified growth priorities and the cost-effectiveness standard (Policy 5.1.11).

D. County and Regional Actions Affecting the City

The plan expressly provides that the City may make recommendations regarding physical development in areas outside city limits that have a bearing on Cortez’s planning. This includes:

- County development proposals within the Three-Mile Potential Growth Area — the City evaluates these against the Future Thoroughfares Plan (aka Master Streets Plan) and desired land use patterns (Policy 5.5.10–5.5.19).
- CDOT highway improvement projects along US-160, US-491, and SH-145 — the City actively comments on these for consistency with streetscape, pedestrian, and corridor aesthetic goals (Policy 5.3.x, 7.1.15).
- Federal and state public lands decisions — particularly those affecting viewsheds, tourism, natural resources, or the Cortez Municipal Airport (Chs. 9, 11).

Quick Reference: Decision Type and Applicable Plan Chapters

Decision Type	Primary Plan Chapter(s) to Review
Annexation petition	Ch. 5 (Land Use), Ch. 7 (Transportation), Ch. 8 (Public Facilities), Ch. 9 (Natural Environment)
Rezoning / zoning map amendment	Ch. 5 (Land Use), relevant topic chapter for the proposed use
Subdivision plat	Ch. 5 (Land Use), Ch. 6 (Housing), Ch. 7 (Transportation), Ch. 10 (Parks/Trails)
Land Use Code text amendment	Relevant topic chapter(s); Ch. 13 (Implementation)
Site plan / design review	Ch. 5 (visual aesthetics), Ch. 12 (Downtown — if applicable)
PUD approval	Ch. 5, Ch. 6, Ch. 9, Ch. 10
Conditional use permit	Ch. 5, Ch. 8 (services/proximity)
Historic structure / preservation	Ch. 4 (Community Character), Ch. 12 (Downtown)
Capital Improvements Program	All chapters — particularly short-term Action Program objectives
IGA with Montezuma County	Ch. 5 (One-Mile and Three-Mile areas)
Parks / open space acquisition	Ch. 9 (Natural Environment), Ch. 10 (Parks/Trails)
Utility extension	Ch. 8 (Public Facilities and Services)
Comment on county / CDOT / federal action	Relevant topic chapter; Ch. 5 and Ch. 7 most common

Issues

The timelines for review and updates of the current plan have not been adhered to historically, and the entirety of the plan is most likely outdated. With the effective planning horizon of 10-20 years, the City should consider starting a full rewrite by 2028. Additionally, the City has a legislative mandate through SB 24-174 to update the plan with a Strategic Growth element and a Water Supply element by December 31, 2026. Communities must update this work at least every five years.

SB24-174 directed the Department of Local Affairs (DOLA) to provide technical assistance to support local governments in implementing the requirements, which will include materials, training, tools, templates, and functioning as a clearing house. The City successfully applied for the DOLA Housing Planning Grant Program (HPLN) in late 2025 and accepted the grant in March of 2026. This grant will pay for a consultant to assist the City in creating the legislatively mandated Strategic Growth element and a Water Supply element.

Due to delays in grant contracting and the RFP development process with DOLA, it is very likely that the City will not meet the compliance deadline. DOLA staff have indicated there will be no impact to the City's ability to apply for other State grants, as we will be designated as "in-progress" therefore being in compliance. It's the intention of the staff that information from these elements will be integrated into the existing applicable chapters of the existing comprehensive plan, and will then become a part of the fully rewritten document.

What's Next

Staff released a Request for Proposal (RFP) on June 16, 2026 through the General Services Division of the City. A copy of the RFP has been provided as an attachment to this agenda item for Commission review. The scope provides an overview of the what planning activities are required in order to be in compliance with legislation. This project will be supported in large part by the Public Works Department.

As the schedule in the RFP indicates, responses are due from qualified consultants no later than noon on July 24, 2026. At that time the bids will need to be scored, interviews with top candidates completed, and then transparent selection and contract awarding will be conducted per the City procurement guidelines. It is possible that no responses will be received or the City may not select any to move forward with the procurement process.

Recommendations from the Planning and Zoning Commission

Due to the nature of the current project and the responsibility of the Planning and Zoning Commission, staff are seeking general feedback on a few items:

1. A current member of the Planning and Zoning Commission has volunteered to act as a liaison for the current update project for the Strategic Growth and Water Supply elements. Should additional members of the Planning and Zoning Commission be part of the RFP review and selection process?
2. Should the City complete a periodic review and update of the current Comprehensive Plan, addressing items beyond the mandated elements?



City of Cortez
Service Center
110 West Progress Circle
Cortez, CO 81321

REQUEST FOR PROPOSALS

Sealed proposals for furnishing the following to the City of Cortez will be received by the General Services Director, City Service Center, 110 West Progress Circle, Cortez, Colorado 81321, until **10:00 AM on Friday, July 24, 2026**, at which time proposals will be publicly opened and read.

Proposals are requested to support the development and formal adoption of (1) a Strategic Growth and (2) a Water Supply element to meet the intent of SB24-174. This document will provide a roadmap for the City to prioritize parcels for in-fill development, while preserving existing open space and agricultural demand, and will link existing data about water resources and infrastructure with measurable goals and policy recommendations for Cortez's future development of a Comprehensive Plan in 2027-2028.

All proposals must be submitted via the Rocky Mountain E-Purchasing System:
www.bidnetdirect.com/colorado

The City of Cortez reserves the right to waive any formality or any informality in the process of awarding a proposal. The City of Cortez reserves the right to accept any proposal, in whole or in part, and to reject any or all proposals if it be deemed in the best interest of the City to do so.

ADVERTISED: 6/17/26
 6/24/26
 7/01/26



General Services Department
110 West Progress Circle
Cortez, CO 81321
970.565.7320

REQUEST FOR PROPOSALS

RFP# GS-26-CPU:

2026 Cortez Comprehensive Plan Update Project

Due Date: Friday, July 24, 2026 @ 10:00 AM

REQUEST FOR PROPOSAL: COVER SHEET & SIGNATURE PAGE

Advertised Date:	June 17, 2026	RFP Number:	GS-26-CPU 2026 Cortez Comprehensive Plan Update Project
Procurement Point of Contact:	Casey Simpson csimpson@cortezco.gov (970) 564-4055	Submit Sealed Proposals to:	110 W. Progress Circle Cortez, CO 81321
Proposal Submission Deadline:	Friday, July 24, 2026 @ 10:00 AM (Mountain Daylight Time)		

2026 Cortez Comprehensive Plan Update Project

Offerors are asked to fill out this page in its entirety and to sign and return with their Proposal. The Proposal Cover Sheet & Signature Page must be signed by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. Electronic signatures are acceptable.

**Legal Company
Name (Offeror):** _____

**Authorized
Signature:** _____

**Typed/Printed
Name:** _____

Title: _____

F.E.I.N.: _____

Company Address: _____

City: _____ **State:** _____ **Zip:** _____

**Contact for
Clarifications** _____

Title: _____

Email Address: _____

Phone Number: _____

By signing this Request for Proposal Cover Sheet & Signature Page, the authorized agent acknowledges acceptance of all terms and conditions of this solicitation.

PROPOSAL SUBMISSION: One (1) hard copy of the proposal and one (1) electronic copy via USB of the proposal is **due by 10:00 AM on Friday, July 24, 2026**, in a sealed envelope, at the following address:

110 West Progress Circle
Cortez, CO 81321

IMPORTANT: The submitted proposal must be titled with the RFP Number, RFP Title, and the Offeror's name, such as below:

GS-26-CPU
2026 Cortez Comprehensive Plan Update
Offeror's Company Name

Offerors are urged to read the solicitation document thoroughly before submitting a proposal.

TABLE OF CONTENTS

SECTION 1.0 INTRODUCTION	6
GENERAL INFORMATION	6
BACKGROUND.....	6
OVERVIEW AND GOALS	6
ANTICIPATED CONTRACT TERM.....	6
SECTION 2.0 REQUIREMENTS AND SCOPE OF WORK	7
ACCESSIBILITY REQUIREMENTS	7
MANDATORY MINIMUM REQUIREMENTS	7
SCOPE OF WORK.....	8
SECTION 3.0 REQUESTED PROPOSAL FORMAT AND EVALUATION METHODOLOGY	9
EVALUATION PROCESS	9
EVALUATION COMMITTEE	9
PROPOSAL EVALUATION CRITERIA	10
DEMONSTRATIONS AND DISCUSSIONS	12
SINGLE PROPOSAL	12
AWARD.....	12
PAYMENTS	12
APPENDIX A EVALUATION OF QUALIFICATIONS FORM.....	14
APPENDIX A1: SUBMITTAL RANKING MATRIX FORM CSBVB/SRM	16
APPENDIX B SAMPLE PROFESSIONAL SERVICES CONTRACT	17
APPENDIX C COST PROPOSAL FORM.....	22
APPENDIX C1: ADDITIONAL PROPOSAL INFORMATION	25
APPENDIX D: LOCAL VENDOR PREFERENCE	28

SECTION 1.0 INTRODUCTION

GENERAL INFORMATION

The City of Cortez is issuing this Request for Proposals for the **2026 Cortez Comprehensive Plan Update Project**

BACKGROUND

In 2023, the City of Cortez, Colorado (the “City”) completed a municipal Housing Needs Assessment to define its current housing context and inform solutions for advancing residential development. Shortly thereafter the City adopted a Housing Action Plan, which utilized community input to develop an inclusive set of housing goals and priorities. The City then opted into Proposition 123, the State of Colorado’s affordable housing fund, to help address critical needs for affordable, workforce housing options in town. With DOLA grant support through the Local Planning Capacity program, the City contracted a Housing Coordinator to initiate the ratified Action Plan and help build policies and programs that would incentivize the private sector in creating affordable housing.

In 2024, the Colorado Legislative Assembly launched several pieces of legislation around housing, land use, water, and related issues. One of these laws, [SB24-174](#), requires local governments to include a Strategic Growth element and a Water Supply element into their comprehensive plans (by December 31, 2026). These particular elements must be updated at least every five years thereafter.

OVERVIEW AND GOALS

The City is seeking a qualified planning consultant to develop these elements for its Comprehensive Plan, as a guiding, interim set of chapters that will fully integrate into a new Comprehensive Planning process expected in 2027.

ANTICIPATED CONTRACT TERM

- 1.1.1. Notice of Award is anticipated to be September 9, 2026, and the project term is to end six months, or (183 calendar days, from date of the Notice to Proceed. Notice to Proceed will be issued once all documentation is provided, and once the Contract is fully executed by both parties.
- 1.1.2. The City reserves the right to extend the contract duration as necessary to accommodate project delays, unforeseen site conditions, change orders, or other circumstances affecting project completion. Any extension shall be documented through a written contract amendment or change order in accordance with the contract documents.

- 1.1.3. The schedule of events for the proposal process and an outline of the schedule for the balance of the project is as follows:

Advertisement	June 17, June 24, July 1, 2026
Date Email Questions Due	Friday, July 3, 2026 @ 5:00 PM
Date Email Answers issued	Wednesday, July 8, 2026 @ 10:00 AM
Proposals Opened	Tuesday, July 28, 2026 @ 3:00 PM
Bid Review & Vendor Scoring	Week of August 10, 2026
Finalist Interviews	Week of August 24, 2026
Memo to Council on AgendaQuick	Wednesday, September 1, 2026
Council Review of CED Recommendation	Tuesday, September 8, 2026
Notice of Award (projected)	Wednesday, September 9, 2026
Contract Approval (projected)	Tuesday, September 21, 2026
Notice to Proceed (projected)	Monday October 5, 2026
Project Completion (projected)	183 days (6 mo.) from Notice to Proceed

The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the scheduled date and time.

SECTION 2.0 REQUIREMENTS AND SCOPE OF WORK

ACCESSIBILITY REQUIREMENTS

- 2.1.1. All work performed as a result of this solicitation must comply with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. and 3) all City of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

MANDATORY MINIMUM REQUIREMENTS

- 2.1.2. Notice is hereby given to all interested parties that all firms will be required to meet all requirements to be considered for this project. Interested proposers should include evidence of the following in their proposals to be considered as qualified, as a minimum:
- 2.1.2.1. Provided strategic and comprehensive consultation services within the last three (3) years for at least two (2) projects each in excess of \$50,000, utilizing the expertise present in their Colorado office or, if unavailable, the firm's

closest regional office; and

- 2.1.2.2. Demonstrated specific consulting experience in projects of similar scope and complexity.

SCOPE OF WORK

2.1.3. General Approach

- I. The City of Cortez, Colorado (the “City”) seeks proposals from an independent contractor (the “Consultant”) to support the development and formal adoption of (1) a Strategic Growth and (2) a Water Supply element to meet the intent of SB24-174. This document will provide a roadmap for the City to prioritize parcels for in-fill development, while preserving existing open space and agricultural demand, and will link existing data about water resources and infrastructure with measurable goals and policy recommendations for Cortez’s future development of a Comprehensive Plan in 2027-2028.

II. Primary Scope:

- a. Develop and implement a community engagement strategy to inform the Strategic Growth and Water Supply Elements. The Consultant should propose an engagement approach that gathers input from residents, key stakeholders, and relevant partner organizations and integrates that feedback into policy recommendations and growth scenarios.
- b. Facilitating the creation of the City’s Strategic Growth Element, including analysis and policy recommendations that meet the requirements of SB24-174 as interpreted by the Department of Local Affairs (DOLA). This will clarify the existing Comprehensive Plan as follows:
 - i. Describe the community’s existing and potential policies that promote strategic growth.
 - ii. Analyze for vacant and underutilized land near transit or job centers, to aid with potential infill or redevelopment prioritization.
 - iii. Analyze non-adjacent, undeveloped land that is under consideration for future development—including infrastructure gaps, service needs, and long-term fiscal impacts.
- c. Facilitating the creation of a City Water Supply Element, including analysis and policy recommendations, to be woven into the Comprehensive Plan, which meets the requirements in Colorado statute C.R.S. 30-28-106(3)(a.5)(II) and C.R.S. 31-23-206(1.5)(c). This involves the following:
 - i. Consulting and coordinating with local water authorities and/or provider(s).
 - ii. Upgrading water conservation policies.
 - iii. Estimating a range of water supplies and facilities needed to support potential public and private development, as identified in the comprehensive plan.
 - iv. Make recommendations for future water conservation policies.
- d. Effectively integrating findings from community engagement, primary and secondary data, and existing City plans as they relate to the Three-mile area of influence, housing plans, streets plan, water conservation plans, and all capital plans for water infrastructure and supply.
- e. Additional items to be addressed overall:
 - i. Undertake a policy scan to determine whether or not existing codes are in conflict with the findings of the Strategic Growth and Water Supply elements;

- ii. Propose recommendations to City staff, Planning and Zoning Commission and Council on the findings as they relate to the future uses of water, per different growth- and climate-related scenarios,
- iii. Prepare the City to integrate the findings of the Strategic Growth and Water Supply Elements, as they relate to the various sections of the City's (forthcoming) Comprehensive Plan.
- iv. The selected Consultant will work closely with City staff throughout the Project, and is required to attend staff and stakeholder meetings, as well as deliver public presentations related to the Project. Travel expenses for meetings, professional conferences, or travel to the Cortez office are generally a non-reimbursable expense, but expenses for significant travel may be negotiated during the contracting phase.
- v. The selected Consultant will be required to enter into a professional services contract substantially similar to the sample professional services contract attached to this RFP as **Exhibit A**.
- vi. In addition to any requirement set forth in the professional services contract, the selected Consultant shall supply the following:
 - 1. Cell phone
 - 2. Laptop computer, with accompanying Microsoft Office software
 - 3. Personal vehicle
- vii. The City shall supply:
 - 1. Office space
 - 2. City email address
 - 3. Printer, scanner, and/or other office equipment
 - 4. Office supplies
 - 5. Letterhead and necessary forms

SECTION 3.0 REQUESTED PROPOSAL FORMAT AND EVALUATION METHODOLOGY

EVALUATION PROCESS

A comprehensive, thorough, complete and impartial evaluation of each proposal received will be conducted in accordance with §24-103-203(7), C.R.S, which states, "The award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and evaluation factors set forth in the request for proposal."

EVALUATION COMMITTEE

- 3.1.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
 - 3.1.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.
 - 3.1.1.2. Facilitating the independent review of proposals.
 - 3.1.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.
 - 3.1.1.4. Ensuring the fair and impartial treatment of all Offerors.

- 3.1.2. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.

PROPOSAL EVALUATION CRITERIA

3.1.3. Required Submittal Items

- 3.1.3.1. Consultant Information: The prospective Consultant's proposal should clearly indicate the trade and/or legal name of his/her business, including the state of incorporation or registration, business address, business telephone, business website, and names of persons authorized to represent the business.
- 3.1.3.2. Cover letter: Explain the Consultant's understanding of the Project, interest in the Project, how the Consultant is qualified to complete the Project, including experience working with local governments and affordable/workforce housing projects. Describe any special skills related to the Project.
- 3.1.3.3. Resumé: Provide a complete resumé, including Consultant's experience and expertise relevant to the Project.
- 3.1.3.4. References: Provide the name, phone number, address, and email for references for similar projects completed by the applicant, including any similar projects led by the proposed Project manager in this application. Colorado experience is highly preferred.
- 3.1.3.5. Summary of Understanding of Deliverables: The prospective Consultant should indicate an understanding of the requested services as described in the Scope of Work and describe how they propose to service the City in these aspects.
- 3.1.3.6. Work Plan: Describe the approach that will be used, including the tasks the prospective Consultant would complete. Explain why the proposed methodology will work best for this Project.
- 3.1.3.7. Proposed Schedule: Provide a schedule for each step/task in the Project.
- 3.1.3.8. Cost of Services and Billing Methods: Provide detailed information regarding the computation of costs for services and materials for the Project, including hourly rates (if applicant intends to bill on an hourly basis) with estimated hours per task, or describe any alternate method of proposed compensation. The City is a tax-exempt organization, so all proposals shall not include a charge for taxes. The Consultant shall be responsible for any income tax liability resulting from the compensation paid by the City for this Project. Unless authorized by the City of Cortez, travel is a non-reimbursable expense for this Project. The City shall reserve the right to accept any part or all of the Consultant's fee schedule, and to negotiate any charges contained therein, unless otherwise qualified by the Consultant. The City reserves the right to negotiate the final contract with the top three (or more) respondents in order of their ranking.

- 3.1.4. Please keep your submission limited to the scope of this document and the requested items; superfluous material will detract from the review committee's ability to discern your fit for our specific needs and region. Proposals with more than 30 pages of content for the scope and evaluation deliverables may not be reviewed. Insurance and other similar supporting documents are not included in this 30-page limit. The following selection criteria will be combined with the City's standardized scoring matrix to select the most qualified submission. Interviews may be requested after an initial review to differentiate among the top proposals.
- 3.1.5. The City will evaluate proposals to determine if each Offeror meets all mandatory qualification requirements; provided, however, that the City has the authority to waive non-material mandatory requirements in certain circumstances. Reference Procurement Rule R-24-103-301-03. The mandatory qualification requirements are scored on a Met/Not Met basis and only those proposals found to meet all mandatory requirements, other than non-material mandatory requirements waived by the City, can be considered for a Contract resulting from this solicitation.
- 3.1.6. Proposals will be evaluated by the Evaluation Committee using the evaluation criteria listed below. The evaluators will consider whether the Scope of Work requirements in the solicitation have been addressed, and they will review the capabilities of the Offeror, as well as the quality of the approach proposed, the price, and any other aspect determined relevant to the evaluation criteria.
- 3.1.7. The evaluation criteria to be used in evaluating the proposals are as follows and are attached in Appendices A and A1 (and are listed in no particular order):
- 3.1.7.1. Responsiveness of Submittal to the RFP (5%): Consultant has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.
 - 3.1.7.2. Understanding of the Project and Objectives (10%): Consultant's ability to demonstrate a thorough understanding of the City's goals and objectives pertaining to this specific project, and a fully comprehensive plan to achieve successful completion of the project.
 - 3.1.7.3. Experience (10%): Consultant's proven proficiency in the successful completion of similar projects, and references from such former clients.
 - 3.1.7.4. Colorado/Rural Experience (5%): Consultant's proven proficiency in the successful completion of similar projects in Colorado and/or Rural areas in the Western U.S.
 - 3.1.7.5. Work Plan Strategy and Proposed Schedule (10%): Consultant has provided a clear description and explanation of approach for completion of the Project. Consultant has provided a detailed and reasonable schedule for each step in the process.
 - 3.1.7.6. Cost to the City (60%): Consultant has demonstrated its ability to minimize cost to the City while maximizing competent results for the City.

- 3.1.7.7. Local Presence: Describe what Services under the contract or any Subcontract will be performed by a Cortez Owned Business, Montezuma County Owned Business, or Regionally Owned Business. Per City ordinance, a local business preference of 2.5% will be applied to all bid costs.

DEMONSTRATIONS AND DISCUSSIONS

The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. Per R-24-103-203-03, discussions may be held with responsible offerors whose proposals are determined to be reasonably susceptible to be selected for award to:

- a. Promote understanding of the City's requirements and the offerors' proposals; and
- b. Facilitate a contract that will be most advantageous to the City taking into consideration price and the other evaluation factors set forth in the request for proposals.

The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, Offerors should ensure that their submission is complete, and are encouraged to submit their best possible proposal, including pricing.

SINGLE PROPOSAL

If only one proposal is received in response to a solicitation, an award may be made to the single offeror or offeror if the procurement official finds that the price submitted is fair and reasonable and that other prospective offerors or offerors had reasonable opportunity to respond. Reference Procurement Rule R- 24-103-201-02(d).

AWARD

- 3.1.8. A Notice of Intent to Award will be published on Colorado VSS.
- 3.1.9. The award determination is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposals received, using the factors set forth in the Proposal Evaluation Criteria. The City intends to award Contract(s) to the Offeror(s) whose proposal(s), conforming to the solicitation, will be most advantageous to the City, price and other factors considered.
- 3.1.10. The City reserves the right to award to multiple offerors if is determined to be in the best interest of the City.

PAYMENTS

- 3.1.11. The City will make progress payments for the work included in the Contract based upon the percentage completion of tasks associated with the scope of work. The Contractor shall prepare statements indicating the percentage completed for that period. The project manager or approved City representative will review the progress payment request to verify the work indicated. The City shall retain at least FIVE percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.

- 3.1.12. Final payment shall be paid by the City to the Contractor forty-five (45) days after substantial completion of the work unless otherwise stipulated in the Notice of Substantial Completion, or the date fixed for final settlement as legally published. Provided the work has then been completed, and the Contract fully performed, a final certificate of payment will be issued by the City.
- 3.1.13. If the Time of Substantial Completion extends into more than one City budget year and the City has not appropriated the entire Contract Sum in the current budget year, the Contract becomes a multi-year financial obligation of the City and the City's obligation to pay any amount of the Contract Sum beyond what has been appropriated in the current budget year is contingent upon the availability of funds appropriated by the City Council for each fiscal year budget during the term of the Contract. State of Colorado laws prohibit the City from entering into contracts that contain a multi-year financial obligation without a non-appropriation clause, so any financial obligations in the Contract that extend beyond the end of the City's current fiscal year budget shall be subject to an annual budget appropriation for all funds to be expended during the then current fiscal year. Absent the necessary appropriation, the City may terminate the Contract immediately and shall only be obligated to pay the Contractor for work rendered to the date of termination.

APPENDIX A EVALUATION OF QUALIFICATIONS FORM

COMPETITIVE SEALED BEST VALUE BIDDING

Name of Firm: _____

Name of Project: 2026 Cortez Comprehensive Plan Update GS-26-CPU

Evaluator No: _____ Date: _____

RFP REFERENCE MINIMUM REQUIREMENTS

Y ____ N ____

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

SCORE

1. UNDERSTANDING OF THE PROJECT AND OBJECTIVES

Weight¹ x Rating² = Score³

- ☐ Proposal demonstrates a thorough understanding of the City's goals and objectives pertaining to this specific project, and provides a fully comprehensive plan to achieve successful completion of the project.

_____ x _____ = _____

2. EXPERIENCE, PAST PERFORMANCE AND EXPERTISE

- ☐ Proposal provides a proven proficiency in the successful completion of similar projects, and provides references from such former clients.

_____ x _____ = _____

3. WORK PLAN STRATEGY AND PROPOSED SCHEDULE

- ☐ Proposal provides a clear description and explanation of Approach for completion of the project. Proposal has provided a Detailed and reasonable schedule for each step in the process.

_____ x _____ = _____

4. RESPONSIVENESS OF SUBMITTAL TO THE RFP

- ☐ Submitted proposal is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP), and all of its requirements, including all forms and substance.

_____ x _____ = _____

5. COLORADO / RURAL EXPERIENCE

- ☐ Proposal provides proven proficiency in the successful completion of similar projects in Colorado and/or rural areas in the western U.S.

_____ x _____ = _____

8. LOCAL PRESENCE

- ☐ Describes what services under the contract or any subcontract will be performed by a Cortez Owned Business, Montezuma County Owned Business, or Regionally Owned Business.

_____ x _____ = _____

TOTAL SCORE: _____**NOTES:**

1. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Use only whole numbers.
2. Rating: 0 = Not Provided 1 = Unacceptable 2 = Poor 3 = Fair 4 = Good 5 = Excellent
3. Total score includes the sum total of all criteria.

SCORING DIRECTIONS:

1. Insert total score from each evaluator's submittal review.
2. Add all evaluators' total scores and divide by the number of evaluators to determine the average score for each firm's qualifications.
3. The maximum score for qualifications on the evaluation form is equivalent to 40 points and is equivalent to the maximum points available for qualifications. Therefore, each firm's score is determined as a percentage of the maximum points available. To score each average qualification score, use the example formula.

SCORING OF QUALIFICATIONS (Assume the highest score is 600)

FIRM B: $\frac{600}{600} \times 40 \text{ POINTS} = 40 \text{ POINTS}$

FIRM C: $\frac{500}{600} \times 40 \text{ POINTS} = 33.33 \text{ POINTS}$

FIRM A: $\frac{400}{600} \times 40 \text{ POINTS} = 26.66 \text{ POINTS}$

4. Determine score for each firm's sealed bid with the lowest fee being equivalent to a maximum score of 60 points. To score each bid, use the example formula.

SCORING OF BIDS (Assume the lowest bid was \$100,000)

FIRM A: $\frac{\$100,000}{\$100,000} \times 60 \text{ POINTS} = 60 \text{ POINTS}$

FIRM B: $\frac{\$100,000}{\$125,000} \times 60 \text{ POINTS} = 48 \text{ POINTS}$

FIRM C: $\frac{\$100,000}{\$150,000} \times 60 \text{ POINTS} = 39.99 \text{ POINTS}$

5. Add the average qualification score to the bid score to determine cumulative qualifications and fee score..
6. Numerically rank all firms with the highest scoring firm being the most qualified and advantageous to the City.

APPENDIX A1: SUBMITTAL RANKING MATRIX FORM CSBVB/SRM

QUALIFICATIONS 40 Points / BID 60 Points

INTERVIEWS: Additional 50 Points (Top Bids Only)

COMPANY NAME	QUALS SCORE ³	BID SCORE ⁴	QUALS & BID SCORE ⁵	INTERVIEW SCORE	RANK ⁶	NOTES

APPENDIX B SAMPLE PROFESSIONAL SERVICES CONTRACT

1.0 AGREEMENT AND PARTIES

This Professional Services Contract (this “Agreement”) is entered into effective the _____ day of _____, 2026 (the “Effective Date”) by and between the City of Cortez, a Colorado home rule municipality (the “City”), and _____, a _____ (the “Contractor”). The City and the Contractor may be referred to herein individually as a “Party,” and collectively as the “Parties.”

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of supporting the development and formal adoption of (1) a Strategic Growth and (2) a Water Supply element to meet the intent of SB24-174. This document will provide a roadmap for the City to prioritize parcels for in-fill development, while preserving existing open space and agricultural demand, and will link existing data about water resources and infrastructure with measurable goals and policy recommendations for Cortez’s future development of a Comprehensive Plan in 2027-2028

2.2 The Contractor represents that it has the special expertise and background necessary to provide the City with such services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

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

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

4.3 The multi-year financial obligation of the City under this Agreement is contingent upon the availability of funds appropriated by the City Council for each fiscal year budget during the term of this Agreement. State of Colorado laws prohibit the City from entering into contracts that contain a multi-year financial obligation without a non-appropriation clause, so any financial obligations in this Agreement beyond the end of the City's current fiscal year budget shall be subject to an annual budget appropriation for all funds to be expended during the then current fiscal year. Absent the necessary appropriation, the City may terminate this Agreement immediately and shall only be obligated to pay Contractor for professional services rendered to the date of termination.

5.0 PROJECT REPRESENTATION

5.1. The City designates _____ as the responsible City staff member to serve as the City contact while the Contractor provides the Services.

5.2. The Contractor designates _____ as its project manager and primary contact. The City may rely upon the guidance, opinions, and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientation, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The Contractor's services under this Agreement shall commence on the Effective Date and shall be completed by no later than the _____, 20____ (the Term”).

7.0 INSURANCE

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

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

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

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

The Policies required above, except for the Worker's Compensation Insurance and Professional Liability Insurance, shall name the City as an additional insured. Every policy

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

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

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

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature.

10.0 INDEPENDENT CONTRACTOR

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

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

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

13.1 This Agreement may be terminated by either Party for material breach or default of this Agreement by the other Party not caused by any action or omission of the other Party by giving the other Party written notice at least ten (10) days in advance of the termination date. The breaching or defaulting Party shall have the right to cure the breach or default within the notice period, and the non-breaching Party shall have the right to accept or reject the cure. Termination pursuant to this subsection shall not prevent either Party from exercising any other legal remedies which may be available to it.

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

14.0 INSPECTION

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

15.0 ENFORCEMENT

15.1. In the event that suit is brought upon this Agreement to enforce its terms, the substantially prevailing Party shall be entitled to its reasonable attorneys' fees and related court costs.

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

16.0 INTEGRATION AND AMENDMENT

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

17.0 COMPLIANCE WITH LAWS

During the Term of this Agreement Contractor shall comply with the any applicable federal, state, or local laws and regulations, including, without limitation, the Americans with Disabilities Act of 1990, as enacted and amended from time to time, and all laws forbidding Contractor from discriminating against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, gender expression, disability, pregnancy, marital status, national origin, or any other status protected by applicable state or federal law.

In WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly authorized officials this Contract effective as of the Effective Date written above.

THE CITY OF CORTEZ, COLORADO:

ATTEST:

By: Drew C. Sanders
Title: City Manager

By: Danielle Wells
Title: City Clerk

CONTRACTOR: _____

Authorized Representative Signature

By: _____
Print Name

Title: _____

{SAMPLE – DO NOT SIGN}

APPENDIX C COST PROPOSAL FORM



City of Cortez
General Services
Form SBP-6.13

Firm Name: _____

Project
No./Name: 2026 City of Cortez Comprehensive Plan Update Project

Firm Acknowledges Receipt of Addenda Numbers:

Firm Anticipates Services outside the United States or Colorado:* No ☐ Yes ☐ If Yes see 3A below

Firm will comply with 80% Colorado Labor on project above \$500,000: Yes ☐ No ☐ If No see 3B below

Firm is a Service-Disabled Veteran Owned Small Business:* No ☐ Yes ☐ If Yes see 3C below

Total Proposed Cost to Fulfill Section 2.1.3, Scope of Work \$ _____

Firm's Time of Completion

a. Time Period from Notice to Proceed to Substantial Completion: _____

b. Time Period from Substantial Completion to Final Acceptance: _____

c. Total Time of Completion of Entire Project (a + b): _____

- 1. BID:** Pursuant to the advertisement by the City of Cortez dated June 17, 2026, the undersigned consultant hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including any Drawings and Specifications, for the work and for the base bid indicated above. Consultants should include all taxes that are applicable.
- 2. EXAMINATION OF DOCUMENTS AND SITE:** The consultant has carefully examined the Bidding Documents, including any Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
- 3. PARTIES INTERESTED IN BID:** The consultant hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other consultant or prospective consultant has given any information concerning this Bid.
- A.** If the consultant anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the consultant shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the

reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) *

- B. For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Consultants indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) *
- C. A Colorado Disadvantaged Business Enterprise (DBE), means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Colorado UCP. This includes Minority-Owned Business, Woman-Owned Business, Veteran-Owned Business, or any other officially recognized business by the UCP. Attach proof of certification along with the bid submission. *
- D. Projects estimated to be \$1 million or more that do not receive federal funds are required to comply with the State Apprenticeship Utilization requirements C.R.S. 24-92-115
- E. Projects estimated to be \$500,000 or more that do not receive federal funds are required to comply with the State Prevailing Wage requirements C.R.S. 24-92-201 through 210.
- 4. **BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. Per C.R.S. §24-105-201 If the construction value is \$50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned consultant is awarded the Contract, within said period, in which event the City may retain said Bid Guarantee, until the undersigned consultant has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, and Insurance Policy.
- 5. **TIME OF COMPLETION:** The consultant agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the consultant agrees to begin performance within ten (10) days from the date of the Notice to Proceed, and agrees to prosecute the Work with due diligence to completion. The consultant represents that Section 4 of the Contractor's Agreement (Appendix B) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
- 6. **EXECUTION OF DOCUMENTS:** The consultant understands that if this Bid is accepted, consultant must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the consultant will be required to sign to acknowledge and accept the Contract Documents, including any Drawings and Specifications.
- 7. **ALTERNATES:** Refer to the Information for Consultants (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
- 8. **SUBMIT WAGE RATES** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
- 9. **THE RIGHT IS RESERVED TO WAIVE INFORMALITIES AND TO REJECT ANY AND ALL BIDS.**

{Signatures on Following Page}

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this _____ Day of _____, 20____

THE FIRM:

Company Name

Signature

Address (including city, state, & zip code)

Phone Number & Email Address

APPENDIX C1: ADDITIONAL PROPOSAL INFORMATION



City of Cortez
Public Works
110 W. Progress Circle,
Cortez, CO 81321

Institution or Agency: City of Cortez

Project No./Name: 2026 City of Cortez Comprehensive Plan Update Project

1. **COST PROPOSAL FORM:** Consultants are required to use the Proposal Cost form attached to the bidding documents. Each consultant is required to indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the consultant is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Proposals indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Request for Proposals for completion of the entire Project may be found non-responsive and may be rejected. The proposal shall not be modified or conditioned in any manner. Proposals shall be submitted according to the following instructions:

INSTRUCTIONS FOR BID SUBMISSION

The deadline for submission is **10:00 AM on Friday, July 24, 2026.**

Submissions must be titled with the Request for Proposals (RFP) Number, RFP Title, and the Offeror's name as noted below:

RFP# GS – 26 – CPU
Project Title: 2026 Comprehensive Plan Update Project
Company Name

An electronic copy shall be submitted through the Rocky Mountain E-Purchasing System (RMEPS) portal at <https://www.bidnetdirect.com/colorado/city-of-cortez>

Electronic submittals must be received in the RMEPS on or before the Proposal Due Date and Time. It is the Prospective Consultant's sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the Proposal Due Date and Time. RMEPS does not allow for uploading Proposal documents after the Proposal Due Date and Time has closed.

Proposals will be time stamped by RMEPS upon receipt. After uploading the documents, bidders must click the SUBMIT button. The City of Cortez will not accept uploads that are "saved" but not "submitted." To verify that a Proposal has been submitted successfully, bidders may contact BidNet Support or verify, via the Bid Management tab in your account, that the documents are not in "Draft" status. The City of Cortez does not have access to or control of the Vendor side of RMEPS. Please contact RMEPS at 1-800-835-4603, Option 2, for technical assistance.

2. **INCONSISTENCIES AND OMISSIONS:** Consultants may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents due at the time and date listed above in the section titled Schedule. Decisions of major importance on such matters will be issued in the form of addendum.
3. **APPLICABLE LAWS AND REGULATIONS:** The consultant's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Labor for work shall be governed by the provisions of Colorado law. This includes the requirements for apprenticeship and prevailing wage on Public Projects. The consultant should be aware that reporting of embodied carbon emissions of eligible materials shall be governed by the provisions of Colorado State Law. This includes the requirements for Environmental Product Declarations (EPDs) that meet the maximum acceptable Global Warming Potential (GWP) limits as established by the Office of the State Architect.
4. **BID SECURITY:** A bid security of not less than 5% of the bid price is required when the price is estimated to be \$50,000 or more. Each bid must be accompanied by a bid bond or a certified check payable to the City of Cortez. No proposal will be considered unless it is accompanied by the required guaranty. When the successful consultant has been identified and a Notice of Award issued the remaining bid bonds will be returned to unsuccessful consultants. Upon Notice of Award, the successful consultant will be required to obtain a Performance Bond and a Separate Payment Bond for 100% of its bid.
5. **TAXES:** The consultant's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes.
6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.
7. **ADDENDA:** Owner/architect-initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
8. **METHOD OF AWARD - LOWEST RESPONSIBLE CONSULTANT:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Consultants should note the Method of Award is applicable to this Bid as stated below.
 - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident consultant preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each consultant within funds available for purposes of determining the lowest responsible consultant.

- B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident consultant preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each consultant within funds available for purposes of determining the lowest responsible consultant.
 - A. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used, and deductible alternates will not be used if additive alternates are used.
9. **NOTICE OF CONTRACTOR'S SETTLEMENT:** Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

APPENDIX D: LOCAL VENDOR PREFERENCE

Adopted by Council Resolution No. 14, Series 2021

The City of Cortez supports the procurement of goods and services locally.

The Cortez City Council adopted the “Local Vendor Preference” for the procurement of goods and services on June 8, 2021, as stated below:

- Business located within the City Limits = 2.5% Vendor Preference
- Business located in Montezuma County not in City Limits = 2.0% Vendor Preference
- Total amount of preference is not to exceed \$25,000.
- In-City and County-preference cannot be combined.

“Local Vendor” is determined by:

- An established business located within the City of Cortez City limits shall be eligible for the 2.5% preference.
- An established business located within the boundaries of Montezuma County shall be eligible for the 2.0% preference.
- A business outside the City Limits or County boundaries with a sales representative who works out of his home within the City or County limits does not qualify for preference.
- Goods and services procured with the aid of grant funding and/or Federal or State of Colorado funds.

The City local vendor preference shall defer to the procurement rules of the grant or funding entity.