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**AMENDED AGENDA**  
CORTEZ CITY COUNCIL  
REGULAR MEETING  
TUESDAY, FEBRUARY 9, 2021  
7:30 P.M.  
By Virtual Contact through ZOOM

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA

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

a. Approval of the Worksession and Regular Meeting Minutes for January 26 and Special Meeting on February 2, 2021.

b. Approval of the Expenditure Vouchers of February 9, 2021.

c. Approval of a renewal Hotel and Restaurant Liquor License with Rudosky Unlimited LLC, DBA Rudosky Unlimited, located at 2310 East Empire Street, Cortez.

d. Approval of a renewal Beer and Wine Liquor License for Hong Kong Chinese Restaurant Inc., DBA Hong Kong Chinese Restaurant, located at 332 West Main Street, Cortez.

e. Approval of a Change of Premises for a Hotel and Restaurant Liquor License for Mi Mexico Restaurant, Inc., DBA Mi Mexico, located at 801 East Main Street, Cortez.

f. Authorization of the Mayor to sign the FAA Agreement for Transfer of Entitlements transferring \$150,000 of fiscal year 2021 Federal funds from Cortez Municipal Airport to Colorado Air and Space Port

3. PRESENTATIONS – None.

4. PUBLIC HEARINGS – None.

5. UNFINISHED BUSINESS – None.

6. NEW BUSINESS

- a. 2021 Professional Services Proposal for Recreation Center HVAC Controls  
(Director of Parks and Recreation Dean Palmquist)

Council will consider recommending to discontinue using Alerton controls and switch to Carrier controls and sole sourcing the 2021 Professional Services Proposal for Recreation Center HVAC Controls to Farmington Heating & Metal, for a total amount of \$26,962.20.

- b. Ordinance No. 1283, Series 2021 (City Attorney Mike Green)

Council will consider approving on first reading Ordinance No. 1283, Series 2021, approving a ballot issue to re-establish the right of the City of Cortez to provide high-speed internet services, telecommunications services, and/or cable television services, and set for public hearing on February 23, 2021.

- c. Set Public Hearing for New Retail Marijuana Cultivation Facility for Chronic Therapy-Cortez, LLC (City Clerk Linda Smith)

Council will consider setting a public hearing for March 9, 2021, to review a new Retail Marijuana Cultivation Facility license for Chronic Therapy-Cortez, LLC, DBA Chronic Cultivation, located at 1020 South Broadway, Cortez.

- d. Resolution No. 3, Series 2021 (City Clerk Linda Smith/City Attorney Mike Green)

Council will consider approving Resolution No. 3, Series 2021, approving the City waiving fees for certain liquor licenses, bars, and restaurants for the 2021 license year.

- e. Hybrid (in person)/ZOOM Council Meetings

Council will discuss having Hybrid (in person)/ZOOM Council meetings.

7. DRAFT RESOLUTION/ORDINANCES –None.

8. OTHER ITEMS OF BUSINESS

- a. If necessary, Council will adjourn to Executive Session for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). Discussion will be held on replacement of the City Manager.

b. Approve Contract with Peckham & McKenney

9. CITIZEN PARTICIPATION

(Comments may be limited to four (4) minutes per person, please comment on items not listed as a public hearing. Council may or may not respond to comments.)

10. CITY ATTORNEY'S REPORT – None.

11. CITY MANAGER'S REPORT – None.

12. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

13. ADJOURNMENT

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting City Hall: address – 123 Roger Smith Avenue, Cortez; phone – 970-565-3402; fax – 970-565-8172; e-mail – [lsmith@cityofcortez.com](mailto:lsmith@cityofcortez.com). We would appreciate if you would contact us at least 48 hours in advance of the scheduled event so arrangements can be made to locate requested auxiliary aid(s).

Regular Agenda Other Items of Business Item 8b.

# EXECUTIVE SEARCH SERVICES AGREEMENT

## City of Cortez, Colorado

### City Manager

This is an Agreement between Peckham & McKenney, Inc. (Peckham & McKenney) and the City of Cortez, Colorado (City), for professional executive search and recruitment services. The City hereby retains Peckham & McKenney to conduct a full executive recruitment of the City Manager. A complete description of the services to be provided is contained in the Proposal dated January 8, 2021 (Proposal), attached to this Agreement and incorporated herein by this reference as if set forth in full and anew. To the extent the terms in this Agreement and those in the Proposal conflict, this Agreement controls.

The all-inclusive professional fee for the recruitment of the City Manager is **\$20,000**. One-third of this fee is due as a retainer upon execution of this Agreement. The remainder of the fee will be divided and billed in two separate, monthly invoices. The fee includes three meetings with the City, the first (Kickoff Meeting) to develop the Candidate Profile, the second to recommend finalists, and the third to facilitate the finalist interview process. Additional meetings will be negotiated and billed accordingly.

The professional fee includes expenses incurred by Peckham & McKenney on the City's behalf, such as out-of-pocket costs associated with advertising, printing, consultant travel, clerical, background checks, telephone, supplies, and postage. Candidate expenses to attend finalist interviews with the City are not included in the professional fee and are to be reimbursed by the City directly to each finalist.

Peckham & McKenney will work closely and communicate regularly with the City. Both parties will exhibit a full and good faith effort to ensure a timely and successful search. Should the City choose to cancel or postpone the search at any time after execution of this Agreement, the City will be responsible for payment in the amount of the percentage of the work completed by Peckham & McKenney to that point.

This placement (City Manager) is guaranteed for a period of one year from the first day of employment. Should the employee recommended and placed by our firm leave for any reason within the first year (except in the event of budgetary cutbacks or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses and reasonable fees for on-site meeting days.

*Executive Search Services Agreement*  
*Page Two*

All information regarding candidates is provided in strict confidence and should be used solely for the purpose of selecting qualified applicants. Candidate information must not be divulged to persons who do not have a direct need to know except for reference and background investigations and with the candidate's consent. Both parties shall comply with the laws of the State of Colorado pertaining to public records, open meetings, and executive sessions, which govern this process.

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and our coverage is provided by Sentinel Insurance Company and Hiscox Insurance Co. Limited. Proof of insurance will be provided upon request.

In the event of any action or proceeding brought by either party to this Agreement, venue shall be in Montezuma County, and the prevailing party shall be entitled to recover all reasonable costs and fees of its attorney in such action or proceeding, including the cost of an appeal as allowed by the laws of the State of Colorado.

The effective date of this Agreement is February 4, 2021, regardless of when signed.

Thank you for the opportunity to be of service. We look forward to a successful relationship.

**Peckham & McKenney, Inc.**

By: \_\_\_\_\_  
Andrew Gorgey,  
Vice President, Western Region

\_\_\_\_\_  
Date

**City of Cortez, Colorado**

By: \_\_\_\_\_  
Hon. Mike Lavey,  
Mayor, Cortez, CO

\_\_\_\_\_  
Date

**\*\*PLEASE RETAIN ONE COPY OF THIS AGREEMENT FOR YOUR RECORDS\*\***

## Workshop Discussion Item C



Linda Smith &lt;lsmith@cityofcortez.com&gt;

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**Fwd: Cortez City of - Troubleshoot Network**

1 message

Dean Palmquist &lt;dpalmquist@cityofcortez.com&gt;

Mon, Feb 8, 2021 at 10:17 AM

To: Linda Smith &lt;lsmith@cityofcortez.com&gt;

Cc: John Dougherty &lt;city.manager@cityofcortez.com&gt;, Joye McHenry &lt;jmchenry@cityofcortez.com&gt;

Linda,

If possible, can you please send this email and attachment to the Council for the Recreation Center HVAC discussion during the Council Workshop?

Thanks,

--

Dean Palmquist, CPRP  
Parks & Recreation Director  
City of Cortez  
(970) 564-4081  
[dpalmquist@cityofcortez.com](mailto:dpalmquist@cityofcortez.com)

----- Forwarded message -----

From: Paul Conty &lt;plc@acsonline.com&gt;

Date: Fri, Jan 8, 2021 at 5:57 AM

Subject: Cortez City of - Troubleshoot Network

To: [djones@cityofcortez.com](mailto:djones@cityofcortez.com) <[djones@cityofcortez.com](mailto:djones@cityofcortez.com)>

Good morning Dan,

Please find the attached proposal to troubleshoot the network. You and the City will be in charge of how much time is spent on this job. I would recommend that you have both Carrier and us there at the same time since each of the companies feels like it is the other's issue. Hopefully we can find the problem quickly.

Respectfully,

A handwritten signature in black ink that reads "Paul L. Conty".

Paul L. Conty

Director of Business Development

Automated Control Systems, Inc.

**Emergency Number (24/7/365): (505) 888-7230**





Automated Control Systems, Inc.



## PROPOSAL

**TO:** City of Cortez  
**ATTN:** Dan Jones  
**CONTACT:** (970) 749-2449  
djones@cityofcortez.com  
**RE:** Troubleshoot network  
**DATE:** January 8, 2021

Thank you for the opportunity to provide you with this proposal. ACSi will do the following Scope of Work:

### Parts Only Proposal:

- Troubleshoot network for the Carrier AHU's. Mechanical contractor will need to be present during entire time of troubleshooting. ACSi believes that all of the Alerton controls are working as designed and programmed. The network is for the Carrier AHU's with the Alerton controls being integrated into the network.
- This is a labor proposal only not to exceed \$2,000.00 per day.
- Material and devices, if any, will be extra.

### Labor Proposal per Day

\$ 2,000.00

(Taxes and Bonds are not included.)

Please contact me if you have any question or require additional information.

Sincerely,

Paul L. Conty  
Automated Control Systems, Inc.  
Mobile: (505) 263-2444  
Office: (505) 881-7070