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**CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 23, 2023
7:30 P.M.**

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

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

- a. Approval of the Council Worksession and Agenda Minutes of May 9, 2023.
 - b. Approval of the Expenditure List for May 23, 2023
 - c. Approval of a renewal Fermented Malt Beverage and Wine Liquor License for Maverick Inc., DBA Maverick #497, located at 455 State Street, Cortez.
 - d. Approval of a renewal Hotel and Restaurant Liquor License for BMCJ Inc., DBA Stonefish Sushi and More, located at 16 West Main Street, Cortez.
 - e. Approval of a renewal Fermented Malt Beverage and Wine Liquor License for Stokley Corporation, DBA Handy Mart South, located at 806 1/2 South Broadway, Cortez.
 - f. Approval of a Special Event Permit Application for Montelores Early Childhood Council/ Pinon Project to host a Teacher Appreciation event on Wednesday, May 31, 2023, on the premises of the Cortez Area Chamber of Commerce, located at 20 W. Main Street, Cortez.
3. PUBLIC PARTICIPATION

There is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes.

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

4. PRESENTATIONS
5. PUBLIC HEARINGS

- a. **Ordinance No. 1320, Series 2023**

Ordinance No. 1320, Series 2023, presented on second reading, approving an amendment to the Professional Services Contract for Municipal Judge Services.

Presenter: Patrick Coleman, City Attorney

b. Ordinance 1319, Series 2023

Public Hearing and second reading of Ordinance 1319, Series 2023, Quick N Clean Car Wash, CO-03, approving a right of way vacation plat vacating the 16' Alley located in Block 2 of the Veach Subdivision, and consolidation of all existing lots into one 2.185-acre parcel on property located at 1511 E. Main St., zoned Commercial Highway.

Presenter: Contract City Planner Nancy Dossdall

c. Resolution No. 13, Series 2023

Resolution No. 13, Series 2023, a resolution approving a Minor Subdivision Plat to divide a 1.6 acre tract into 2 lots located in the southeast ¼ of the Northeast ¼, Section 26, Township 36 North, Range 16 West, N.M.P.M, located in the Commercial Highway (C) zone district in Cortez, Colorado.

Presenter: Contract City Planner Nancy Dossdall

6. UNFINISHED BUSINESS

7. NEW BUSINESS

a. Resolution No. 9, Series 2023

Resolution No. 9, Series 2023, a resolution approving a site plan for a car wash to be located on property at 1511 E. Main St., zoned Commercial Highway, located in Block 2 of the Veach Subdivision.

Presenter: Contract City Planner Nancy Dossdall

b. CDOT Aeronautics Discretionary Grant Resolution

Participation in Airport Improvement Program Grants that involve State Apportionment.

Presenter: Jeremy Patton, Airport Manager

c. 2023 Library HVAC Installation

Award the Cortez Library HVAC replacement and membrane roof replacement.

Presenter: Rick Smith, Director of General Services

d. City Council Priorities

Accept the City Council priorities discussed at the City Council retreat on April 29, 2023.

Presenter: Drew Sanders, City Manager

e. Appointment/Re-appointments to City Advisory Boards

Appointments/Re-appointments to the Cortez Arts Advisory Board, Cortez Historic Preservation Board, and the Parks, Recreation, and Forestry Advisory Board.

Presenter: Linda Smith, City Clerk

8. DRAFT RESOLUTION/ORDINANCES
9. CITY ATTORNEY'S REPORT
10. CITY MANAGER'S REPORT
11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor's Report on Workshop
- b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

- a. Council will consider going into Executive Session for discussion of a personnel matter, and specifically to conduct an annual performance review of the Cortez City Manager and to discuss possible amendments to Mr. Sanders' employment agreement as authorized by C.R.S. Section 24-6-402(4)(f)(I). The Executive Session will not involve any specific employee who has requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: May 17, 2023

RE: Approval of the Council Worksession and Agenda Minutes of May 9, 2023.

Attachments

Worksession Minutes
Council Agenda Minutes

CITY COUNCIL
REGULAR WORKSHOP
TUESDAY, MAY 9, 2023

1. The workshop was called to order at 5:45 p.m., at the City Council Chambers. Councilmembers present included: Mayor Rachel Medina, Mayor Pro-tem Arlina Yazzie, Lydia DeHaven, Robert Dobry, Matt Keefauver, David Rainey, and Dennis Spruell. Staff members present included: Chief of Police Vern Knuckles, Finance Director Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dossall, Director of Parks and Recreation Creighton Wright, Director of Public Works Brian Peckins, Community and Economic Development Specialist Helen West, Community and Economic Development/Legal Assistant Lydia Regalado, IT Manager Shay Allred, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were eleven people present in the audience.

2. Willa Williford, of Williford, LLC, stated that she has served as the point of contact for the Housing Assessment team that completed the housing report for the City of Cortez. She spoke about the assessment which began in November 2022 and was guided by a lot of people within the community that offered information on the community. Ms. Williford stated that the City of Cortez commissioned a Housing Needs Assessment to understand current housing conditions and provide data to inform solutions to the housing conditions and the factors shaping the housing market. In addition, it provides a forecast of housing needs for the next five years, and recommendations for the next steps. She reviewed the recommendations to address the housing shortages and gaps identified in the report which include: continue to improve Land Use regulations and incentives; increase the supply of housing; invest in partnerships; provide land; preserve and re-use existing assets; and attract new funding to the area. The jobs/wages in Cortez were discussed as well as the rental market/housing inventory/housing prices. Discussion was held on housing in Montezuma County, construction costs/permit and tap fees for new construction, partnerships with the community for future housing, Land Use Code changes to facilitate future housing development as well as replacement of current housing inventory (such as mobile home parks), and keeping up with the aging infrastructure in the community before adding new infrastructure,

3. An update was given by Julie Constan, Region 5 Transportation Director, and Jennifer Allison, Region 5 Traffic and Safety Program Engineer, with the Colorado Department of Transportation (CDOT). They spoke to Council about multiple projects that are happening throughout the State of Colorado and how the funding works within CDOT. Ms. Constan noted that the smaller projects require working with partners to fund them. Region 5 has three transportation planning regions (8, 9, and 10) which consists of 15 counties and within those counties are 2 tribes and 55 towns/cities. Ms. Allison stated the funding for Region 5 (southwest and south central Colorado) is approximately 10% of the lane miles and is 5% of the State's population. Discussion was held on grant opportunities and working together for funding opportunities. Ms. Constan spoke about the projects for Cortez and she noted that a report is being completed on South and North Pinon Street/Broadway intersection and signage/speed is being reviewed for Highway 491/160. She spoke about the local agency share for extra signage

and stated that enforcement is really important with new signage which may include radar signage. She spoke about how speed limits are set and the requirement of speed limit studies to change them. Council noted that it is really important to the community to fix the speeds on Broadway and several stories were shared on the loss of life and the many accidents that have happened on Broadway. Ms. Constan spoke about the process for being included on the ten year plan list so that projects can move forward for prioritization and funding. Discussion was held on future development and how that ties with upgrades on CDOT roads for access. It was noted that the Speed Management Study for Broadway will be completed this summer and a report will be shared with Cortez.

4. General Discussion. Councilmember DeHaven stated that the League of Women Voters will be hosting a School Board 101 Workshop at the Cortez Library on Thursday, May 11, 2023, from 6:30 to 8:00 p.m., for anyone interested in running for a school board position.

The regular workshop was adjourned at 6:25 p.m.

CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 9, 2023

1. The meeting was called to order in the City Council Chambers at 7:30 p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Rachel Medina, Mayor Pro-tem Arlina Yazzie, Lydia DeHaven, Robert Dobry, Matthew Keefauver, David Rainey, and Dennis Spruell. Staff present included: Chief of Police Vernon Knuckles, Finance Director Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dodsall, Community and Economic Development Specialist Helen West, Director of Parks and Recreation Creighton Wright, Court Clerk/Administrator Carla Odell, Director of Public Works Brian Peckins, Human Resources Director Matt Cashner, Library Director Isabella Sharpensteen, Airport Manager Jeremy Patton, Director of General Services Rick Smith, IT Manager Shay Allred, Community and Economic Development/Legal Assistant Lydia Regalado, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were twelve people present in the audience.

Councilmember DeHaven moved that the agenda of May 9, 2023 be approved. Mayor Pro-tem Yazzie seconded the motion and the vote was as follows:

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

2. The Consent Agenda items acted upon by Council were as follows:
 - a. Approval of the Council Worksession and Agenda Minutes of April 25, 2023.
 - b. Approval of the Expenditure List for May 9, 2023.
 - c. Approval of a renewal application for a Retail Marijuana Store License for Mountain Annie’s, LLC, located at 310 East Main Street, Cortez.
 - d. Approval of a Special Event Permit for Cortez Celtic Fair to host an event on Saturday, June 24, 2023, at Parque de Vida, located at 400 North Mildred Road, Cortez.
 - e. Approval of a Special Event Permit for Den kai Sanctuary/Rescue to host a fundraiser/pet adoption event on May 20, 2023, from 8:00 a.m. to 4:00 p.m., located in the street at South Elm Street from the alleyway to 1st Street, Cortez.
 - f. Approval of a renewal application for a Hotel and Restaurant Liquor License for Rosita Inc., DBA Tequila’s, located at 1740 East Main Street, Cortez.
 - g. Approval of a renewal Application for a Fermented Malt Beverage and Wine Liquor License for Paragon Business Investments, LLC, DBA Gopher Food & Fuel, located at 2410 Fairway Drive, Cortez.

h. Approval of a renewal application for an Arts Liquor License for Community Radio Project, Inc., DBA KSJD, located at 2-8 East Main Street, Cortez.

i. Approval of a renewal application for a Hotel and Restaurant Liquor License with one optional premise for Rudosky Golf, LLC, DBA Conquistador Golf Course, located at 2018 North Dolores Road, Cortez.

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

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

3. PUBLIC PARTICIPATION – None.

4. PRESENTATIONS

a. Proclamation for National Hospital Week for May 7-13, 2023. Mayor Medina read the proclamation declaring National Hospital Week as May 7-13, 2023. The official theme for the week will be ‘We are Health Care’. She thanked all the people that work in the health care system, especially through the unprecedented pandemic. Council presented the proclamation to Travis Parker, Chief Human Resources Officer, and Lisa Gates, Chief Nursing Officer, representing Southwest Memorial Hospital.

b. Proclamation for Historic Preservation Day on May 13, 2023. Mayor Medina read the proclamation noting that May 13, 2023 is being declared as Historic Preservation Day. She noted that walking tours of Cortez Historic Buildings will be given during the day on Saturday, May 13, featuring the former J.C. Penny’s, Woolworth’s and Montgomery Ward buildings.

5. PUBLIC HEARINGS

a. New Hotel and Restaurant Liquor License for Agave Azul Taqueria and Bar LLC. City Clerk Smith stated that Agave Azul Taqueria and Bar LLC has completed an application for a new Hotel and Restaurant Liquor License, to be located at 44 West Main Street, formerly the location of the Wigglin’ Pig Restaurant. She stated that the applicant would like to present petitions they have circulated in support of the issuance of the liquor license; however, first will be the report from the Chief of Police. She asked that, if Council agrees to the approval, that the motion include the verbiage noted in the memo which includes compliance with the Colorado Revised Statutes Section 44-3-301. Chief of Police Knuckles was sworn in and read his report for the record noting that public notice for the new application was posted on the property as well as in the Cortez Journal, and a poll of the surrounding neighborhoods and businesses was taken with 47 in favor of granting the liquor license and 2 against. He stated that the location complies with the Colorado Liquor Code Rules and Regulations and the location does not create any known public safety issues or endanger public health. The report from the Chief of Police was received for inclusion in the record. Applicant Juan J. Jimenez de la Cruz was sworn in and spoke to Council about his request

to open a restaurant in Cortez stating that his patrons would like to have the option of a beer or margarita with their meal. He stated that he also operates a restaurant in Dolores and commented that the restaurant in Cortez would be like a taqueria style. He presented his petitions which were signed by his neighbors in support of issuance of a liquor license for his premises. Council received the petitions to be included in the record. Mayor Medina opened the comment portion of the public hearing; however, no one spoke and the public comment portion of the hearing was closed.

Mayor Pro-tem Yazzie moved that after considering the reasonable requirements of the neighborhood, the desires of the adult inhabitants, the necessity of any restrictions on the license, the good character of the applicants, and compliance with all the provisions of Colorado Revised Statutes Section 44-3-301, that Council approve a new Retail Hotel and Restaurant Liquor License for Agave Azul Taqueria and Bar LLC, located at 44 West Main Street, Cortez. Councilmember DeHaven seconded the motion and the vote was as follows:

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

b. Ordinance No. 1318, Series 2023. Director of Community and Economic Development Marchbanks stated that a request has been made by the owners of property located at 20-30 West Main Street to have the property listed on the City Register of Historic Places. She stated that Ordinance No. 1318, Series 2023, is being presented as a public hearing on second reading. The application had been presented to the Cortez Historic Preservation Board on March 18, 2023, and the board felt the request meets the historic preservation requirements and have recommended approval. The J.C. Penny’s building was built in 1953 and has some cultural and historical significance. Director of Community and Economic Development Marchbanks read the five designation criteria which is reviewed prior to the local historic designation recommendation. Mayor Medina opened the public comment portion of the hearing; however, no one spoke and the public comment portion of the hearing was closed.

Councilmember Dobry moved that Council approve Ordinance No. 1318, Series 2023, presented on second and final reading, approving 20-30 West Main Street for Historic Designation and to include this property on the City Register of Historic Sites. Councilmember Rainey seconded the motion and the vote was as follows:

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

6. UNFINISHED BUSINESS – None.

7. NEW BUSINESS

a. Resolution No. 11, Series 2023. Community and Economic Development Director Marchbanks stated that Resolution No. 11, Series 2023, would accept the Housing Needs Assessment and establish it as guidance for future housing needs in the City. She stated that during the Council worksession, Willa Williford of Williford LLC made a presentation regarding the information received for the Housing Needs Assessment for Cortez. The data from the assessment is to help

inform solutions to the housing challenges that are faced by our community and to provide a forecast of housing needs for the next five years, as well as recommendations for the next steps. It was noted that the jobs and population of Cortez have been increasing more quickly than the housing supply in Cortez. With a limited inventory of homes for sale and the vacancy under 2% for rental housing, competition is driving up housing prices. The rising prices result in less affordable housing for the local workforce. As home prices and rents appreciated beyond what local wage earners can afford, new and existing homes are being sold to higher-income households both within and from outside the area. The Housing Needs Assessment includes detailed recommendations to address the housing shortages and gaps identified in the report. Mayor Medina encouraged the public to watch the Council worksession as there was some great discussion held regarding the Housing Needs Assessment. She stated that if anyone from the public has any questions, to reach out to the Community and Economic Development Department. It was noted that the assessment will be posted on the City’s website under the Community and Economic Department link.

Councilmember DeHaven moved that Council approve Resolution No. 11, Series 2023 a resolution accepting the 2023 Housing Needs Assessment and establishing it as guidance for future housing needs in the City. Mayor Pro-tem Yazzie seconded the motion, and the vote was as follows:

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

b. Ordinance No. 1319, Series 2023. Contract City Planner Dosedall stated that a request was made to vacate an undeveloped 16 foot alley located in Block 2 of the Veach Subdivision and consolidate all existing lots into one 2.185-acre parcel on property located at 1511 East Main Street. The parcel is located across the street from Safeway in the Commercial Highway zone. She stated that Ordinance No. 1319, Series 2023, is presented on first reading and, with Council’s approval would be set for second reading and a public hearing on May 23, 2023. It was noted that if the vacation is approved, the applicant would need to rededicate easements along the area of the alley and the applicants would then be able to develop the property. If the vacation of the alley is approved, a site development plan would be presented to Council for a car wash to be located on the property.

Councilmember Keefauver moved that Council approve on first reading Ordinance No. 1319, Series 2023, approving an application for vacation of the 16’ alley located in Block 2 of the Veach Subdivision and consolidation of all existing lots into one 2.185-acre parcel on property located at 1511 East Main Street, zoned Commercial Highway, owned by Quick N Clean CO-03, LLC, and set the ordinance for second reading and public hearing on May 23, 2023. Councilmember Spruell seconded the motion, and the vote was as follows:

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

c. Ordinance No. 1320, Series 2023. City Attorney Coleman stated that Ordinance No. 1320, Series 2023, approves an amendment to the Professional Services Contract for Municipal Judge Services. It was noted that three appointees report to Council with the City Manager and City Attorney working under an Employment Contract and the Municipal Judge working under a Professional Services Contract. The Professional Services Contract requires an ordinance for any

changes to the Municipal Judge contract as instructed in the City Charter. It was noted that Judge Beth Padilla was appointed November 15, 2021, as Municipal Court Judge and her contract has not been amended since her original agreement. Municipal Judge Beth Padilla reviewed her request for changes to her contract.

Councilmember Dobry moved that Council go into Executive Session at 8:10 p.m. for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to C.R.S. Section 24-6-402(4)(e), and specifically regarding the proposed contract amendments proposed by the Municipal Judge. Mayor Pro-tem Yazzie seconded the motion and the vote was as follows:

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

Council returned from Executive Session at 8:29 p.m. Mayor Medina stated that the participants in the Executive Session included City Manager Sanders, City Attorney Coleman, Mayor Medina, Mayor Pro-tem Yazzie, Councilmember DeHaven, Councilmember Dobry, Councilmember Keefauver, Councilmember Rainey, and Councilmember Spruell. No adoption of any policy, position, resolution, rule, regulations, or other formal action occurred during Executive Session.

Discussion was held on the difference in the pay for the Municipal Judge from the current agreement which is salary plus hourly rate over the court time on Mondays to a base salary each month. Mayor Medina noted that Ms. Padilla has done incredible work for Municipal Court over the past year and a half. Councilmember Spruell asked if a cost of living raise had been given which Ms. Padilla confirmed there has not been any raises since she began in November 2021. Discussion was held on how the fee was negotiated in the past for the Municipal Judge which was not clear. City Manager Sanders stated that the 2023 Budget could incorporate the salary adjustment with the change taking effect August 1, 2023, as proposed; however, the changes for 2024 would need to be incorporated in the overall 2024 Budget. Council asked Ms. Padilla if she would keep track of her monthly hours so that Council could understand how much time it takes to run Municipal Court, which Ms. Padilla agreed she could do. City Attorney Coleman stated that the description of the work is not required; however, Council would like to know the time that is spent monthly so Council can determine the time versus pay the next time the subject comes up.

Mayor Pro-tem Yazzie moved that Council approve on first reading Ordinance No. 1320, Series, an ordinance approving an amendment to Professional Services Contract for Municipal Judge Services, and set for second reading and a public hearing on May 23, 2023. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

8. DRAFT RESOLUTION/ORDINANCES – None.

9. CITY ATTORNEY’S REPORT – None.

10. CITY MANAGER'S REPORT

City Manager Sanders noted the following information:

- He attended the CCCMA, Colorado City and County Management Association, Conference April 25-28, 2023 in Glenwood Springs, CO. The conference was very educational and informative and a great way to connect and network with city managers and county administrators throughout the state. He was asked to present a leadership training that was very well received.
- The City has received the \$1.8M payment from Vero for the fiber lease. \$200,000 will be put into escrow as part of the contract and will be handled by the Finance Department.
- The City Council retreat was a success, and Council was able to get a lot done setting and updating their priorities for the City.
- A meeting was held with DOLA Local Government Division Director Chantal Unfug regarding the City again being able to apply for DOLA grants, and grants administered through DOLA. It was decided that since the City has completed the audits through 2020 and should be caught up on the 2021 and 2022 audits by this fall, we are now able to apply for grant funding during the next cycle, however, if we are awarded any grants, payment could be delayed until all audits are complete.
- The City will be installing a barrier this week at the end of North Adams Street, a dead-end street off of Montezuma Avenue to the east of City Market. North Adams Street is being used as an unauthorized through street across private property to access Main Street, thus causing an inordinate amount of traffic on a dead-end residential street. Information regarding this change is being shared with the affected property owners and the public at-large.
- Parks and Recreation Director Creighton Wright has noted that there continues to be some staff shortages in the Parks and Recreation Department and therefore the Recreation Center will be closed Sunday, May 14, 2023 (Mothers Day) and Saturday, May 20 and 27, 2023. Also, the Recreation Center will be closing at 7:00 p.m. on May 18, 19, 25 and 26, 2023. He stated that intermittent adjustments may need to be made through out summer. Any questions can be directed to Parks and Recreation Director Wright.

11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor's Report on Workshop. Mayor Medina stated that during the worksession information was shared on the Housing Needs Assessment recently completed for Cortez. Also, a report was given on future projects/traffic study for Broadway being completed by the Colorado Department of Transportation.
- b. Historic Preservation Board. Councilmember Dobry stated that Saturday, May 13, 2023, is Historic Preservation Day and there will be tours downtown of historic buildings. He stated the day would be a great way to check out all the historic work going on in Cortez.
- c. Cortez Arts Advisory Board. Councilmember Rainey stated that the board met on May 1, 2023, with discussion held on developing an arts district in Cortez and the current mural contracts. Several interested citizens that have applied to serve on the board attended the meeting.
- d. Golf Advisory Board. Councilmember Spruell stated that the board met on April 26, 2023, and it was noted that everything at the golf course is going well. Monday play will now start at 8:30

a.m. to allow for the early morning maintenance to take place.

e. Scholarship Award. Councilmember Spruell stated that he had the honor to serve on a board that has chosen a local student to receive a scholarship. He stated that the scholarship comes from the Colorado Grand in the amount of \$10,000. 16 applications were received and the students were all amazing on their achievements. The announcement will be made soon on the winner of the scholarship.

f. Mesa Verde Country Board. Mayor Medina stated that advertisement has been made for a new executive director.

12. OTHER ITEMS OF BUSINESS – None.

13. PUBLIC PARTICIPATION

a. Thank You. LeeAnn Milligan from Den kai Sanctuary/Rescue thanked the Planning staff for all their work helping Den kai plan their first fundraising event that will be held on May 20, 2023. She invited everyone to attend the special event which will include animal adoptions.

14. ADJOURNMENT: Councilmember Dobry moved that the regular meeting be adjourned at 8:50 p.m. Councilmember DeHaven seconded the motion, and the vote was as follows:

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

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

Date: 05/17/23

RE: Approval of the Expenditure List for May 23, 2023

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING MAY 12, 2023

Department	Vendor Name	Description	Amount
City Council	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 263.26
		Total	\$ 263.26
City Attorney	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 22.50
		Total	\$ 22.50
Human Resources	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 250.81
		Total	\$ 250.81
Municipal Court	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 246.81
		Total	\$ 246.81
City Manager	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 448.88
		Total	\$ 448.88
Finance	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 261.31
		Total	\$ 261.31
City Clerk	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 244.81
	CORTEZ RETAIL ENHANCEMENT ASSN	CORTEZ CASH CARDS - WELLNESS GIFTS	\$ 125.00
	FLOWER COTTAGE	HERNANDEZ PLANT	\$ 55.00
		Total	\$ 424.81
Events	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 243.15
	COLORADO AVIDGOLFER	ADVERTISING IN SPRING 2023 ISSUE	\$ 1,500.00
		Total	\$ 1,743.15
Library	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 311.59
	INGRAM LIBRARY SERVICES	BOOKS	\$ 13.17
	INGRAM LIBRARY SERVICES	BOOKS	\$ 14.43
	INGRAM LIBRARY SERVICES	BOOKS	\$ 25.34
	INGRAM LIBRARY SERVICES	BOOKS	\$ 38.61
	INGRAM LIBRARY SERVICES	BOOKS	\$ 454.60
	INGRAM LIBRARY SERVICES	BOOKS	\$ 491.60
		Total	\$ 1,349.34
General Services	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 254.18
	B&H PHOTO-VIDEO	Samsung SAQN85QN85B 4K TV w/4HDMI ports -	\$ 2,297.99
	WCA CONSTRUCTION, LLC	City Hall New Jury Room - per submitted bid	\$ 39,551.62
		Total	\$ 42,103.79
Building Maint	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 674.66
	CHIROPRACTIC HEALTH ALLIANCE	DOT Physical - Walter Taft	\$ 80.00
		Total	\$ 754.66

EXPENDITURE LIST FOR WEEK ENDING MAY 12, 2023

Department	Vendor Name	Description	Amount
City Hall Operations	ORKIN LLC	PEST CONTROL SERVICES	\$ 152.99
	ATMOS ENERGY	GAS SERVICE	\$ 885.43
	PARKER'S WORKPLACE SOLUTIONS	OFFICE SUPPLIES	\$ 40.70
	VITAL RECORDS CONTROL	DOCUMENT DESTRUCTION	\$ 107.66
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 18.35
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 339.12
		Total	\$ 1,544.25
Welcome Center	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 299.38
	ATMOS ENERGY	GAS SERVICE	\$ 146.32
		Total	\$ 445.70
Police Department	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 492.06
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 270.00
	VITAL RECORDS CONTROL	DOCUMENT DESTRUCTION	\$ 107.66
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 4,335.40
	MONTEZUMA COUNTY LANDFILL	POLICE/ANIMALS	\$ 173.25
	LORI MILLICH	REIMB PETTY CASH - GUTTRIDGE UNIFORM SHIRT	\$ 124.00
	AMAZON CAPITAL SERVICES	FTO PINS	\$ 35.98
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 253.10
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 1,099.27
	AXIS HEALTH SYSTEM	Blanket Purchase Order for Jail Contract	\$ 350.00
	MANE SHIPPING LLC	AUCTION ITEM	\$ 46.90
	PITNEY BOWES PURCHASE POWER	POSTAGE	\$ 200.00
	ATMOS ENERGY	GAS SERVICE	\$ 76.92
	ATMOS ENERGY	GAS SERVICE	\$ 138.10
	CBW ENTERPRISES LLC	Service Call - Repair leaking water fountain - PD	\$ 290.00
		Total	\$ 7,992.64
Animal Shelter	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 368.38
	DOLORES ANIMAL HOSPITAL	SPAY	\$ 112.00
	FOUR CORNERS M.A.S.H., LLC	SPAY/CASTRATIONS	\$ 264.00
		Total	\$ 744.38
Public Works	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 693.27
	AMAZON CAPITAL SERVICES	First Aid Only Vehicle 1st Aid Kit - 25 person - #22	\$ 286.20
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 2,259.40
	MONTEZUMA COUNTY LANDFILL	STREET MAINTENANCE/SWEEPINGS	\$ 588.00
	SOUTHWEST WEED CONTROL	Blanket PO - Weed Control - Materials/Labor	\$ 979.50
	MCC DRUG & ALCOHOL SCREENING	DRUG TESTING	\$ 62.00
	MONTEZUMA COUNTY LANDFILL	MATTRESS	\$ 51.00
	CUSTOM PRODUCTS CORPORATION	S3030W411HA Dangerous Intersection signs, 30x	\$ 218.87
	SLAVENS TRUE VALUE	MINERAL SPIRITS	\$ 26.59
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 581.15
		Total	\$ 5,745.98

EXPENDITURE LIST FOR WEEK ENDING MAY 12, 2023

Department	Vendor Name	Description	Amount
Parks & Recreation	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 287.35
		Total	\$ 287.35
Outdoor Pool	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 271.13
	CAP ALLEN ENGINEERING	WORK ON POOL ROOF COVERINGS	\$ 2,090.00
	AMAZON CAPITAL SERVICES	LID ASSEMBLY, COVER PLATE	\$ 215.18
	TREATMENT TECHNOLOGY HOLDING L	CALCIUM HYPOCHLORITE TABS	\$ 6,085.20
	AMAZON CAPITAL SERVICES	DIGITAL CAMERA, CAMERA CASE	\$ 178.79
		Total	\$ 8,840.30
Golf Course Maint	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 464.05
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 140.00
	ATMOS ENERGY	GAS SERVICE	\$ 64.21
	AMAZON CAPITAL SERVICES	Carhartt Henley Long Sleeve, Navy, 4XL	\$ 24.99
	AMAZON CAPITAL SERVICES	Carhartt Dry Harbor Jacket, Black, 4XLT	\$ 89.99
	AMAZON CAPITAL SERVICES	Carhartt Henley Short Sleeve, Navy, 4XL	\$ 115.88
	FERGUSON WATERWORKS #1116	Rainbird FD101 Decoder	\$ 1,000.00
	FERGUSON WATERWORKS #1116	Rainbird FD102 Decoder	\$ 1,440.00
		Total	\$ 3,339.12
Parks	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 727.89
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 90.00
	BRAVO CLEANING & RESTORATION	Blanket PO - Janitorial Services for the Outside Re	\$ 2,377.62
	BRAVO CLEANING & RESTORATION	Blanket PO - Trash Collection Service for the Park	\$ 3,660.00
	ATMOS ENERGY	GAS SERVICE	\$ 97.80
		Total	\$ 6,953.31
Recreation	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 298.98
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 95.00
		Total	\$ 393.98
Planning & Building	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 543.79
	LARRY W IVERSON	EXECUTIVE COACHING	\$ 450.00
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 22.50
		Total	\$ 1,016.29
Shop	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 929.12
	DIVERSIFIED INSPECTIONS /	Annual Inspections - Unit #1015	\$ 484.20
	FOUR STATES TIRE CO.	Casing repair	\$ 40.00
	FOUR STATES TIRE CO.	XDHT Retread Michellin 11R22.5	\$ 509.44
	FOUR CORNERS WELDING & GAS SUPP	Fine point pipe market, black	\$ 1.25
	FOUR CORNERS WELDING & GAS SUPP	E7018-1/8 Electrode, 5# package	\$ 17.25
	ELLIOTT EQUIPMENT CO.	NW111523 Bracket Valve Handle - Front Control	\$ 75.79
	MCCANDLESS TRUCK CENTER	CREDIT MEMO	\$ (49.00)

EXPENDITURE LIST FOR WEEK ENDING MAY 12, 2023

Department	Vendor Name	Description	Amount
	MCCANDLESS TRUCK CENTER	BX107794-CORE AD-9 Cartridge Kit - Core return	\$ (49.00)
	MCCANDLESS TRUCK CENTER	BX5004341-CORE AD-9 Kit	\$ 147.00
	MCCANDLESS TRUCK CENTER	BX107794 AD-9 Cartridge Kit	\$ 162.50
	MCCANDLESS TRUCK CENTER	BX107794-CORE AD-9 Cartridge Kit	\$ 245.00
	MCCANDLESS TRUCK CENTER	BX5004341 AD-9 Kit	\$ 377.00
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 12.26
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 22.18
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 26.64
	PARTNERS IN PARTS, INC.	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 67.06
	ROBERTS TRUCK CENTER	3549259C2 Door hinge	\$ 281.66
	FOUR CORNERS WELDING & GAS SUPPLY	Weld-on pipe elbow 1-1/2 x 90 - Handrail	\$ 73.68
	CORTEZ JOURNAL	Subscription renewal - Print only - C30595	\$ 45.00
	VITAL RECORDS CONTROL	DOCUMENT DESTRUCTION	\$ 62.76
		Total	\$ 3,481.79
Technology	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 249.94
	MONTEZUMA COUNTY LANDFILL	ELECTRONICS	\$ 312.50
		Total	\$ 562.44
Streets	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 238.30
		Total	\$ 238.30
Airport	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 388.57
		Total	\$ 388.57
Dispatch	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 290.51
	LANGUAGE LINE SERVICE	INTERPRETATION SERVICES	\$ 30.88
		Total	\$ 321.39
Rec Center	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 647.94
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 90.00
	SYMMETRY ENERGY SOLUTIONS LLC	GAS SERVICE	\$ 3,774.95
	AMAZON CAPITAL SERVICES	BALLAST LIGHT TUBE	\$ 101.42
	AMAZON CAPITAL SERVICES	PALM CLICK COUNTER	\$ 32.99
		Total	\$ 4,647.30
Water	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 238.30
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 887.40
	SAN JUAN BASIN HEALTH DEPT.	Blanket PO - Lab Testing for Bac-T's	\$ 375.00
	STEWART INSTRUMENT COMPANY INC	Rosemount 3051CD2A02A1AH2B1 Reman. Diff. T	\$ 3,071.55
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 784.65
	PARKER'S WORKPLACE SOLUTIONS	NAME PLATE	\$ 11.95
	ZORO TOOLS INC	Ames/Jackson J-450 1258200 Irrigation Shovel	\$ 264.08
	CORE AND MAIN	ED2J11RWG3SG90 T10 2 inch R900i Neptune Me	\$ 1,941.00
	WBS COATINGS INC	REHABILITATION OF WATER STORAGE TANK 3	\$ 2,626.75

EXPENDITURE LIST FOR WEEK ENDING MAY 12, 2023

Department	Vendor Name	Description	Amount
	CONSERVATION MART	19632 Premium Outdoor Water Conservation Kit	\$ 1,818.00
	SHORT-ELLIOTT-HENDRICKSON INC	2023 Municipal Water Rate Study Project	\$ 4,864.50
		Total	\$ 16,883.18
CCN Fund	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 391.70
		Total	\$ 391.70
Refuse	MONTEZUMA COUNTY LANDFILL	RECYCLE CREDIT	\$ (190.10)
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 4,303.54
	MONTEZUMA COUNTY LANDFILL	Blanket PO - Landfill Charges	\$ 29,824.08
	CHIROPRACTIC HEALTH ALLIANCE	DOT PHYSICAL - PATRICK	\$ 80.00
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 90.00
	MCC DRUG & ALCOHOL SCREENING	DRUG TESTING	\$ 124.00
	FOUR CORNERS WELDING & GAS SUPP	Blanket PO - Welding Supplies	\$ 194.61
	PINNACOL ASSURANCE	WORKERS COMP INS	\$ 801.97
	MONTEZUMA COUNTY LANDFILL	RECYCLE CHARGE	\$ 814.50
		Total	\$ 36,042.60
Total			\$ 148,129.89

EXPENDITURE LIST FOR WEEK ENDING MAY 19, 2023

Department	Vendor Name	Description	Amount
City Council	ONCE UPON A SANDWICH	CITY COUNCIL DINNER	\$ 140.00
		Total	\$ 140.00
Municipal Court	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - FARLEY	\$ 127.50
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - BEASLEY	\$ 136.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - BLACK	\$ 40.00
		Total	\$ 303.50
City Manager	CIRSA	D SANDERS BOND	\$ 100.00
		Total	\$ 100.00
Finance	ATLAS CPAS & ADVISORS PLLC	Blanket PO - Professional Services - CPA/Audits	\$ 2,400.00
		Total	\$ 2,400.00
City Clerk	KFR GRAPHICS & WRAPS	ALCOHOL NOTICE POSTERS	\$ 250.00
		Total	\$ 250.00
Library	ATMOS ENERGY	GAS SERVICE	\$ 244.89
	INGRAM LIBRARY SERVICES	BOOKS	\$ 18.33
	INGRAM LIBRARY SERVICES	BOOKS	\$ 19.07
	INGRAM LIBRARY SERVICES	BOOKS	\$ 25.93
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ROCKY MOUNTAIN PUPPETS	PROGRAM FOR SUMMER READING	\$ 450.00
		Total	\$ 803.72
General Services	AMAZON CAPITAL SERVICES	Samsung UN85AU8000F SmartTv - Cancelled	\$ (1,497.99)
	AMAZON CAPITAL SERVICES	Samsung UN85AU8000F 85 4K SmartTv for Court	\$ 1,497.99
		Total	\$ -
Building Maint	OFFICE DEPOT	154742 Eveready L91 Lithium Batteries, 24/pkg	\$ 108.60
		Total	\$ 108.60
City Hall Operations	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 30.00
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	PITNEY BOWES GLOBAL FINANCIAL SE	Blanket PO - SendPro C Series, Quarterly Billing - I	\$ 317.04
	FIRST RESPOND	FIRST AID SUPPLIES	\$ 22.90
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 156.05
	NICE ELECTRIC	Materials/Labor - Add outlet for TV monitor - CH	\$ 296.90
		Total	\$ 868.39
Welcome Center	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
		Total	\$ 45.50
Police Department	AT&T MOBILITY	PHONES	\$ 136.91
	VERIZON WIRELESS	DEMO LAPTOP	\$ 40.01

EXPENDITURE LIST FOR WEEK ENDING MAY 19, 2023

Department	Vendor Name	Description	Amount
	CIRSA	CLAIM PC6015958-1	\$ 3,894.50
	GALL'S LLC	Mens Apex pant	\$ 83.78
	GALL'S LLC	511 ICON pants	\$ 150.58
	GALL'S LLC	Stryke Uniform Pants	\$ 166.88
	GALL'S LLC	Bike Patrol Pant	\$ 205.60
	CIRSA	ADDITION OF 2 NEW VEHICLES	\$ 208.23
	BRAND CENTRAL	Uniform shirts/jackets for Detectives	\$ 1,208.00
	GALL'S LLC	511 Performance Polo	\$ 89.34
	MONTEZUMA COUNTY SHERIFF	APR 2023 INMATE CHARGES	\$ 1,500.00
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ORKIN LLC	PEST CONTROL SERVICES	\$ 187.99
	OFFICE DEPOT	506320 3M 655-12SSCY Post-it Pads, 3x5, 12/pkg	\$ 21.26
	OFFICE DEPOT	463620 Avery 5163 Shipping Labels, 1000/bx	\$ 56.00
	OFFICE DEPOT	2202247 Sharpie Twin-Tip Fine/Ultra-Fine Marker	\$ 58.68
	OFFICE DEPOT	2202337 Sharpie Twin-Tip Fine/Ultra-Fine Marker	\$ 73.35
	OFFICE DEPOT	790761 Pilot G2 Gel Pens, Fine Point, Black, 12/bx	\$ 107.52
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 22.75
	AMAZON CAPITAL SERVICES	Feazac 45w LED Canopy Lights, 2/pk - PD	\$ 178.00
		Total	\$ 8,434.88
Animal Shelter	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
		Total	\$ 45.50
Public Works	AMERICAN PUBLIC WORKS ASSOC.	Membership Renewal ID 17196 - 8/1/23 to 7/31/	\$ 382.00
	MCC DRUG & ALCOHOL SCREENING	DRUG TESTING	\$ 62.00
	ROYCE INDUSTRIES LC	Jetter nozzle	\$ 341.78
	CUSTOM PRODUCTS CORPORATION	Custom Sign - MONTEZUMA HERITAGE MUSEUM	\$ 52.71
	CUSTOM PRODUCTS CORPORATION	Custom Sign - MONTEZUMA HERITAGE MUSEUM	\$ 78.26
		Total	\$ 916.75
Outdoor Pool	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ATMOS ENERGY	GAS SERVICE	\$ 29.81
	RECREONICS, INC.	EPOXY COATING	\$ 623.11
	SLAVENS TRUE VALUE	SAND	\$ 7.73
	SLAVENS TRUE VALUE	COVER, PAINT TRAY	\$ 80.88
	SLAVENS TRUE VALUE	PAINT SUPPLIES	\$ 83.53
	SLAVENS TRUE VALUE	KNEE PADS, WATER	\$ 83.60
	SLAVENS TRUE VALUE	PAINT TAPE, LIGHT	\$ 132.38
	GRAINGER	5W640 Tough Guy Long-Handle Dust Pans w/lids	\$ 95.72
	SLAVENS TRUE VALUE	WASP/HORNET KILLER	\$ 32.17
	SLAVENS TRUE VALUE	HAND TRUCK, GLOVES	\$ 121.91
		Total	\$ 1,336.34
Golf Pro	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 35.50
	ALPINE SECURITY & ELECTRONICS	ALARM REPAIR	\$ 105.00

EXPENDITURE LIST FOR WEEK ENDING MAY 19, 2023

Department	Vendor Name	Description	Amount
		Total	\$ 140.50
Golf Course Maint	MONTEZUMA VALLEY IRRIGATION CO	Security Deposit Payment #2 - Carriage Agreement	\$ 7,500.00
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
		Total	\$ 7,545.50
Parks	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 22.00
	MONTEZUMA VALLEY IRRIGATION CO	Security Deposit Payment #2 - Carriage Agreement	\$ 7,500.00
	MARK BOBLITT	IRRIGATION TRAINING	\$ 3,575.00
	SPRINKLER PROS	Blanket PO - Lawn Maintenance 3rd/4th St Pocket	\$ 685.00
	SPRINKLER PROS	Blanket PO - Lawn Maintenance Brandon's Gate &	\$ 900.00
	MONTEZUMA COUNTY HEALTH DEPARTMENT	MCCAOW VACCINE	\$ 140.00
	CHOICE BUILDING SUPPLY	CEDAR POST	\$ 14.99
	CRUZAN IRRIGATION	FLOWSPAN 2 SLIP	\$ 34.74
	FERGUSON WATERWORKS #1116	PVC	\$ 35.53
	FOUR CORNERS WELDING & GAS SUPPLY	GOGGLES	\$ 28.50
	FOUR STATES TIRE CO.	FLAT REPAIR	\$ 35.48
	INTERMOUNTAIN FARMERS ASSOC.	ACCEL GALLON	\$ 29.99
	INTERMOUNTAIN FARMERS ASSOC.	COUPLERS	\$ 64.98
	PARTNERS IN PARTS, INC.	COVERALLS	\$ 32.12
	SLAVENS TRUE VALUE	PVC CAP	\$ 5.47
	SLAVENS TRUE VALUE	ADHESIVE	\$ 7.27
	SLAVENS TRUE VALUE	CAULK	\$ 7.73
	SLAVENS TRUE VALUE	HOSE MENDER, CLAMP	\$ 8.16
	SLAVENS TRUE VALUE	RING LINK	\$ 10.99
	SLAVENS TRUE VALUE	STRPS, PVC PIPE	\$ 12.81
	SLAVENS TRUE VALUE	COUPLINGS	\$ 14.95
	SLAVENS TRUE VALUE	SPRAY PAINT	\$ 16.58
	SLAVENS TRUE VALUE	CABLE TIES	\$ 17.28
	SLAVENS TRUE VALUE	CLOTH, DUCT TAPE	\$ 23.13
	SLAVENS TRUE VALUE	SHOVEL	\$ 25.71
	SLAVENS TRUE VALUE	BATTERIES, FASTENERS	\$ 26.32
	SLAVENS TRUE VALUE	PVC	\$ 27.29
	SLAVENS TRUE VALUE	SEALANT	\$ 30.92
	SLAVENS TRUE VALUE	SEAL, COUPLING	\$ 37.92
	SLAVENS TRUE VALUE	TERRY TOWEL, ALCOHOL	\$ 42.81
	SLAVENS TRUE VALUE	CEMENT, PRIMER	\$ 44.76
	SLAVENS TRUE VALUE	VALVE, NOZZLE	\$ 50.84
	SLAVENS TRUE VALUE	EARMUFFS	\$ 52.76
	SLAVENS TRUE VALUE	MASKS, BLADES	\$ 97.66
	STOTZ EQUIPMENT	OIL	\$ 29.88
	THE PLUMBING STORE	P-TRAP	\$ 2.86
	THE PLUMBING STORE	NIPPLES, COUPLING	\$ 4.51
	THE PLUMBING STORE	COUPLING	\$ 18.32
	THE PLUMBING STORE	VALVE	\$ 63.99

EXPENDITURE LIST FOR WEEK ENDING MAY 19, 2023

Department	Vendor Name	Description	Amount
	SUPERIOR AUTO	FUSES	\$ 13.47
	ALLIED HAND DRYER	XL-BW-ECO 110V-120V Hand Dryers	\$ 1,110.00
	FERGUSON WATERWORKS #1116	Rainbird GSP Premium Plan Annual - SPRAIG022P	\$ 3,850.00
	HOLGATE TOOLS & EQUIPMENT REPA	PUMP HOUSING REPAIR	\$ 245.24
	QIS SUPPLY	BUTTERFLY VALVE GEAR	\$ 302.22
	QIS SUPPLY	Materials/Labor - Install 2 Meter w/hardware	\$ 2,572.32
		Total	\$ 21,872.50
Recreation	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 22.00
		Total	\$ 22.00
Planning & Building	WILLIFORD LLC	Blanket PO - Consulting - Housing Needs	\$ 8,215.00
		Total	\$ 8,215.00
Shop	MCC DRUG & ALCOHOL SCREENING	DRUG TESTING	\$ 124.00
	CONSERVANCY OIL COMPANY	Blanket PO - Lubrication Product for Fleet	\$ 599.50
	WEBB CHEVROLET BUICK OF CORTEZ	LUBRICANT	\$ 24.54
	LAWSON PRODUCTS, INC.	1509164 High Solids School Bus Yellow Paint	\$ 42.28
	GRAINGER	1XAC3 1/2x8 316SS Pipe nipple - Unit 1233	\$ 13.00
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs and Supplies	\$ 8.80
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs and Supplies	\$ 46.75
	ROBERTS TRUCK CENTER	FLTEG4720QP20-CORE Reman brake shoe core	\$ (86.40)
	ROBERTS TRUCK CENTER	1655285C1 Junction block - Unit 989	\$ (13.64)
	ROBERTS TRUCK CENTER	3827600C1 Door check - Unit 727	\$ 65.82
	ROBERTS TRUCK CENTER	3549259C2 Door hinge - Shop	\$ 274.10
	ROBERTS TRUCK CENTER	Service Call - Diagnostic - Clear computer - Unit 7	\$ 862.41
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 4.07
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 11.72
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 11.89
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 12.62
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 15.80
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 20.99
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 33.79
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 40.62
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 134.72
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 143.50
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 312.26
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 455.56
	TRU WEST CDJR	68462859AA Mirror assembly - Unit 1016	\$ 264.00
	WAGNER EQUIPMENT COMPANY	7C-0577 Gasket	\$ 10.47
	WAGNER EQUIPMENT COMPANY	9D-5194 Latch - Unit 956	\$ 100.83
	SENERGY PETROLEUM	86E10 Unleaded gas for Service Center	\$ 4,398.45
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	ORKIN LLC	Blanket PO - Pest Control Services - Service Cente	\$ 176.99
	ATMOS ENERGY	GAS SERVICE	\$ 183.36

EXPENDITURE LIST FOR WEEK ENDING MAY 19, 2023

Department	Vendor Name	Description	Amount
	ATMOS ENERGY	GAS SERVICE	\$ 215.04
	ATMOS ENERGY	GAS SERVICE	\$ 404.32
	OFFICE DEPOT	345694 Xerox Copy Paper - Ivory	\$ 7.50
	OFFICE DEPOT	345645 Xerox Copy Paper - Green	\$ 7.50
	OFFICE DEPOT	790761 Pilot G2 Gel Pen - Black - Dozen	\$ 17.92
	OFFICE DEPOT	790801 Pilot G2 Gel Pen - Blue - Dozen	\$ 26.88
	OFFICE DEPOT	561016 Sharp EL1801V Printing Calculator	\$ 60.83
	FIRST RESPOND	Blanket PO - 1st Aid Supplies	\$ 143.45
	OFFICE DEPOT	822374 Genuine Joe 23600 Center Pull Towels - 6	\$ 71.32
	STAPLES ADVANTAGE	633757 NJoy sugar packets, 2000/box	\$ 46.84
	XEROX CORPORATION	Blanket PO - C8045 AltaLink Color Copier s/n 8TB	\$ 500.90
		Total	\$ 9,840.80
Technology	CENTURYLINK	DID	\$ 2.27
		Total	\$ 2.27
Equipment	KS STATE BANK	10% DOWN PAYMENT	\$ 35,864.20
		Total	\$ 35,864.20
Airport	CIRSA	ADDITION OF 2 NEW VEHICLES	\$ 143.94
		Total	\$ 143.94
Dispatch	SOUTHWEST COLORADO TV	Blanket PO - Electrical Usage Caviness Site Rental	\$ 200.00
		Total	\$ 200.00
Rec Center	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 30.00
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	AMANDA NEIGHBORS	KETTLEBELL CLASSES	\$ 218.40
	RAINDROPS OF THE FOUR CORNERS	SODIUM THIOSULFATE	\$ 170.86
	GRAINGER	GARAGE DOOR THRESHOLD KIT	\$ 139.10
	GRAINGER	AIR FILTERS	\$ 336.00
	TIGER BY THE TAIL	NAME BADGE	\$ 14.74
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 402.78
		Total	\$ 1,357.38
Water	DONA THOMPSON	REIMB PETTY CASH - TRUCK WEIGHT, CORTEZ MI	\$ 2.00
	MCC DRUG & ALCOHOL SCREENING	DRUG TESTING	\$ 62.00
	MONTEZUMA COUNTY HEALTH DEPA	Twinrix Vaccine - D. Maloney	\$ 140.00
	ALPINE SECURITY & ELECTRONICS	ALARM SERVICES	\$ 45.50
	VERIZON WIRELESS	CRADLE PORTS	\$ 160.42
	ATMOS ENERGY	GAS SERVICE	\$ 825.96
	CHEMTRADE CHEMICALS US LLC	Blanket PO - Liquid Alum AL2	\$ 7,673.40
	UNIVAR USA, INC.	Blanket PO - Citric Acid	\$ 4,500.27
	AT&T MOBILITY	IPADS	\$ 318.51
	VERIZON WIRELESS	JETPACK	\$ 40.01

EXPENDITURE LIST FOR WEEK ENDING MAY 19, 2023

Department	Vendor Name	Description	Amount
	BUILDERS FIRST SOURCE	Credit for returned pallet	\$ (31.29)
	BUILDERS FIRST SOURCE	Pallet Charge	\$ 25.00
	BUILDERS FIRST SOURCE	Redi-mix concrete pallet	\$ 275.52
	ROYCE INDUSTRIES LC	Jetter nozzle	\$ 341.77
	FERGUSON WATERWORKS #1116	6 x 1000ft Caution Buried Water Line tape"	\$ 232.00
	FERGUSON WATERWORKS #1116	#10 awg Tracer wire, blue, 1000/spl	\$ 350.00
	FERGUSON WATERWORKS #1116	6 inch C900 DR14 Pipe	\$ 5,385.00
	BUILDERS FIRST SOURCE	RETURNED ITEMS	\$ (171.44)
	SHORT-ELLIOTT-HENDRICKSON INC	2023 Municipal Water Rate Study Project	\$ 11,209.90
		Total	\$ 31,384.53
CCN Fund	CALIX INC	100-03826 UPS SFU CyberPower CSN27U12V-NA	\$ 378.73
		Total	\$ 378.73
Refuse	MCC DRUG & ALCOHOL SCREENING	DRUG TESTING	\$ 169.00
	FASTENAL COMPANY	Master 3KA-3381 Padlocks	\$ 131.64
		Total	\$ 300.64
Total			\$ 133,021.17



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 05/08/2023

RE: Approval of a renewal Fermented Malt Beverage and Wine Liquor License for Maverick Inc., DBA Maverick #497, located at 455 State Street, Cortez.

Attachments

Renewal- Maverick



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

May 8, 2023

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE LIQUOR LICENSE FROM MAVERIK INC., DBA MAVERIK #497, LOCATED AT 455 STATE STREET, CORTEZ

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on May 4, 2023. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of the renewal Fermented Malt Beverage Liquor License for the Maverik Store #497, located at 455 State Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 05/08/2023

RE: Approval of a renewal Hotel and Restaurant Liquor License for BMCJ Inc., DBA Stonefish Sushi and More, located at 16 West Main Street, Cortez.

Attachments

Renewal- Stonefish



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

5/8/2023

MEMO TO: Honorable Mayor and City Council
FROM: Donna Murphy, Deputy City Clerk
SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR
LICENSE FOR BMCJ INC., DBA STONEFISH SUSHI AND MORE LOCATED
AT 16 WEST MAIN STREET, CORTEZ.

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on May 8, 2023. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account for the past year is current.

RECOMMENDATION

Staff recommends approval of the renewal Hotel and Restaurant Liquor License application for Stonefish Sushi and More, located at 16 West Main Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: May 9, 2023

RE: Approval of a renewal Fermented Malt Beverage and Wine Liquor License for Stokley Corporation, DBA Handy Mart South, located at 806 1/2 South Broadway, Cortez.

Attachments

Renewal- Handy Mart South



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

5/9/2023

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE LIQUOR LICENSE FROM STOKLEY CORPORATION, DBA HANDY MART SOUTH, LOCATED AT 806 ½ SOUTH BROADWAY, CORTEZ

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on May 9, 2023. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of renewal Fermented Malt Beverage Off Premises Liquor License for Stokley Corporation, DBA Handy Mart South, located at 806 ½ South Broadway, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 05/17/2023

RE: **Approval of a Special Event Permit Application for Montelores Early Childhood Council/ Pinon Project to host a Teacher Appreciation event on Wednesday, May 31, 2023, on the premises of the Cortez Area Chamber of Commerce, located at 20 W. Main Street, Cortez.**

Attachments

MECC/Pinon Project



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

5/17/2023

MEMO TO: Honorable Mayor and City Council
FROM: Donna Murphy, Deputy City Clerk
SUBJECT: APPLICATION FOR A SPECIAL EVENT PERMIT FOR THE MONTELORES
EARLY CHILDHOOD COUNCIL/PINON PROJECT

BACKGROUND

The application referred to above was filed with the City Clerk's office on May 11, 2023. The application appears to be complete, the fees have been paid, and the public notice sign has been posted on the premises. The Special Event Permit would allow Montelores Early Childhood Council/Pinon Project to host a Teacher Appreciation event on Wednesday, May 31, 2023, on the premises of the Cortez Area Chamber of Commerce, located at 20 West Main Street, Cortez.

ISSUES

Non-profit organizations are allowed fifteen Special Event Permits per year. This application is the first event for 2023.

RECOMMENDATION

Staff recommends approval of a Special Event Permit to the Montelores Early Childhood Council/Pinon Project for a Teacher Appreciation event on Wednesday, May 31, 2023, on the premises of the Cortez Area Chamber of Commerce, located at 20 West Main Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Patrick Coleman
City Attorney
123 Roger Smith Avenue
Cortez, CO. 81321
pcoleman@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL
From: PATRICK COLEMAN, CITY ATTORNEY
Date: May 15, 2023
RE: Ordinance No. 1320, Series 2023

DISCUSSION

Article VI, Section 2 of the Cortez City Charter requires the Judge's compensation shall be fixed by ordinance from time to time. Judge Padilla has submitted a letter requesting that the compensation portion of her professional services contract be amended, and a proposed amendment to the contract and an ordinance have been prepared for the Council's consideration.

BACKGROUND

On November 15, 2021, the City adopted a contract for professional services to obtain the services of Beth Padilla/Padilla Law as the Municipal Court Judge. Judge Padilla is requesting that the compensation portion of the contract be amended.

RECOMMENDATION

Staff recommends that Council consider approving on second and final reading Ordinance No. 1320, Series 2023, which approves the compensation amendment as requested by Judge Padilla.

MOTION

If Judge Padilla's compensation amendment is agreed upon by the City Council, a possible motion would be: I move to approve on second and final reading Ordinance No. 1320, Series 2023, an ordinance approving an amendment to the Professional Services Contract for Municipal Judge Services.

Attachments

Letter from Judge Padilla
Ordinance 1320, Series 2023
Amendment for Ordinance No. 1320

April 27, 2023

Dear City of Cortez Council Members:

I am the municipal court judge, and I was appointed in November, 2021. I am contacting you regarding my salary, with a request to restructure and increase my salary. Currently, I am an independent contractor earning \$18,595 per year for work performed on Mondays. I bill \$80/hour for all work performed on any day of the week other than Mondays.

Since becoming the judge, I have implemented numerous positive changes in the courtroom, which are outlined below.

Education

- I joined the Colorado Municipal Judges Association.
- I have attended two multi-day conferences with the CMJA. I received no compensation from the City for attending these conferences.
- The Clerk of Court, Ms. Odell, and I attended the fall CMJA conference in Glenwood Springs, Colorado, and plan to attend in 2023. This allows us to receive legislative updates, network with other municipal courts, and ensure we are up-to-date on important legal changes that impact the court.

Accountability

- I started issuing bench warrants when a person fails to appear in Court. This was not previously common practice.
- I implemented community service as part of an unsupervised probation sentence.
- Routinely, I require criminal defendants to undergo a substance abuse evaluation when there are allegations of alcohol or drug use.
- I have imposed a presumptive jail sentence for convictions of indecent exposure when a child was present.
- I was contacted by a neighboring Chief of Police after he heard about the changes we have implemented, and he wanted to learn how he could encourage his municipal court judge to do the same.

Networking

- Ms. Odell and I are planning a networking event for local municipal court judges and court staff, to occur at City Hall this summer. There are currently no networking opportunities for local municipal courts, and this will be a starting point for more collaboration.
- Ms. Odell and I work with the Colorado Office of Alternate Defense Counsel to ensure that our defense attorneys are complying with statutes regarding competency. This protects the City from liability.

Improved court security

- I worked with the City Manager and Chief of Police to obtain a City of Cortez police officer to provide security in the court room during hearings. Prior to my appointment, the court room had no police security.

Established court schedule

- Court is always held on Mondays at 9 am. However, if a defendant is in custody, the defendant must appear before the court within 48 hours of her arrest. I established a set schedule of Wednesday and Friday at noon to hold in-custody hearings. This creates predictability for the jail staff and attorneys appearing in the municipal court.
- I am on-call every Wednesday and Friday all year, in the event we have in custody defendants. We do not know if we will have court at noon until about 9 a.m. on Wednesday and Friday each week.
- Given the increase in bench warrants I have issued, we frequently have in-custody hearings on Wednesdays and Fridays. In addition to the increase in Wednesday and Friday hearings, we also heard 711 cases in 2022, up from 377 in 2021.

Outreach Court

- I am creating the first Outreach Court (homeless court) in the state of Colorado through a collaboration with the American Bar Association.
- I am working with community partners to identify referring agencies and we plan to have the Outreach Court operational by August 1, 2023.
- Outreach Court will provide opportunities for criminal defendants to address the issues that brought them to municipal court (substance abuse, mental health, chronic homelessness) by working with local agencies.

Juvenile docket

- I established a separate juvenile docket that occurs at 8:30 a.m. on Mondays, immediately prior to the adult docket.
- I have implemented sentencing that includes essay writing to hold juveniles accountable and ensure their parents are not paying court costs and fees.

Access to justice

- The municipal court now has a sign in Spanish, Ute, and Navajo explaining that interpreter services are available.
- The municipal court now has a standard WebEx meeting ID so that every court session has remote appearance options. This increases defendants' access to the court and ensures that court appointed counsel from Durango are able to appear in a cost-effective manner.

My current salary is established for Monday appearances but is an hourly rate for work that occurs on any non-Monday. There are two problems with this structure: first, it requires that I bill my time for Wednesday and Friday and Ms. Odell must review and audit it; second, the hourly

rate is extremely low. Specifically, my understanding is that the Assistant City Attorney earns \$130/hour for work performed in my court room and I earn \$80/hour. To provide additional context, I bill at \$225/hour in my private practice.

I do not receive any benefits (insurance, payment for attending training, etc) as the municipal court judge.

I have researched salaries for similarly situated positions and will outline my findings below:

- The Town of Pagosa Springs recently hired a new part-time municipal court judge and the salary range was \$38,950 to \$55,160.
- Within the last month, the combined court in Cortez hired a part-time magistrate. The magistrate is a ten hour a week position for \$39,318.
- The Ute Mountain Ute magistrate is paid \$460/day, up to 261 days per year.
- There is a current job posting for a part-time municipal court judge for Parker, CO (on the Front Range) for 11-18 hours of work per month for \$25,000-\$45,000. Benefits include a rec center pass, accrued sick leave, and access to the Employee Assistance Program.

I propose that the salary for the municipal court judge be modified as follows:

- There will no longer be a distinction between salary and billable days of the week. The position will be salaried.
- Effective August 1, the salary would be increased to \$2,200 per month, or \$26,400 per year.
- Effective January 1, 2024, the salary would be increased to \$3,000 per month or \$36,000 per year.

Given the increased frequency in Wednesday and Friday hearings, the proposed change from the current salary to \$2,200 is reasonable. For example, in March 2023, I earned the salary of \$1,549.58 and the hourly amount of \$424, for a total of \$1,973.58.

I understand that the proposal is an increase in the salary for this position. However, I would respectfully submit that the current salary is well below similarly situated judicial positions in our region.

I am incredibly dedicated to this work and believe I will continue to make improvements in the lives of people that work and live in Cortez, Colorado. I am open to further discussion of this proposal.

Thank you for your time and consideration.

/s/ Beth Padilla

Beth Padilla

beth@padillalawpractice.com

Office: (970) 764-4547 x 1

**ORDINANCE NO. 1320
SERIES 2023**

**AN ORDINANCE APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES
CONTRACT FOR MUNICIPAL JUDGE SERVICES**

WHEREAS, on November 15, 2021, the City of Cortez (“City”) and Beth Padilla/Padilla Law (“Contractor”) entered into that certain PROFESSIONAL SERVICES CONTRACT - AGREEMENT BY AND BETWEEN THE CITY OF CORTEZ AND PADILLA/PADILLA LAW FOR MUNICIPAL JUDGE SERVICES (the “Agreement”); and

WHEREAS, Article VI, Section 2 of the Cortez City Charter requires that the Contractor’s compensation shall be fixed by ordinance from time to time; and

WHEREAS, the City and the Contractor desire to change the Contractor’s compensation as more specifically described in the AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES (the “Amendment”) that is attached hereto and incorporated herein.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the Amendment that is attached hereto and incorporated herein, is approved and the Mayor is authorized to sign the same.

REPEALER. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

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

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

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

FIRST READING: This ordinance shall be considered on first reading on May 9, 2023, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time the City Council shall consider authorizing the ordinance to be considered for a public hearing on second and final reading on May 23, 2023.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the May 23, 2023, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 9th DAY OF MAY, 2023.

CITY OF CORTEZ

ATTEST:



LINDA L. SMITH, CITY CLERK



RACHEL B MEDINA, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 23rd DAY OF MAY, 2023.

CITY OF CORTEZ

ATTEST:

RACHEL B MEDINA, MAYOR

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:



J. PATRICK COLEMAN, CITY ATTORNEY

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR
MUNICIPAL JUDGE SERVICES

1. On November 15, 2021, the City of Cortez (“City”) and Beth Padilla/Padilla Law (“Contractor”) entered into that certain PROFESSIONAL SERVICES CONTRACT - AGREEMENT BY AND BETWEEN THE CITY OF CORTEZ AND PADILLA/PADILLA LAW FOR MUNICIPAL JUDGE SERVICES (the “Agreement”).
2. Pursuant to Section 4.0 of the Agreement, the City shall pay the Contractor for services under the Agreement a total not to exceed the amounts set forth in Exhibit “B” attached and incorporated into the Agreement.
3. Pursuant to Exhibit “B” of the Agreement, the City shall pay the Contractor a fixed salary of \$18,595.00 per year, \$80/hour for time spent preparing for and conducting jury trials, and \$80/hour for any optional Court work such as jury trials, and extra Court days as may be required from time to time.
4. Pursuant to Section 4.0 of the Agreement, the payment amount for the Contractor’s services may be changed by a properly authorized amendment to the Agreement. The City and the Contractor desire to change the payment amount for the Contractor’s service pursuant to this AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES (the “Amendment”).
5. Article VI, Section 2 of the Cortez City Charter requires that the Contractor’s compensation shall be fixed by ordinance from time to time.
6. Effective August 1, 2023, upon approval of an ordinance authorizing the Mayor to execute this Amendment, the City and Contractor agree to amend Exhibit “B” of the Agreement to increase the Contractor’s compensation as follows: Fixed salary of \$26,400 per year.
7. Effective January 1, 2024, upon approval of an ordinance authorizing the Mayor to execute this Amendment, the City and Contractor agree to amend Exhibit “B” of the Agreement to increase the Contractor’s compensation as follows: Fixed salary of \$36,000 per year. The City and Contractor acknowledge that the City’s multi-year financial obligation set forth in this Amendment is subject to the City making an annual appropriation of sufficient funds to satisfy its obligation, as required pursuant to C.R.S. § 29-1-110, and any failure to appropriate such funds shall be deemed as a termination of the Agreement without cause.
8. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Amendment may be executed using facsimile or electronic signatures and such signatures shall be given the authority of original signatures for purposes of executing and enforcing the validity of this Amendment.

9. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

AGREED TO EFFECTIVE ON THE DATE OF THE LAST PARTY'S SIGNATURE BELOW:

BETH PADILLA/PADILLA LAW

THE CITY OF CORTEZ

/s/ Beth Padilla
Beth Padilla

Rachel B. Medina, Mayor

5/3/23
Date

Date

ATTEST:

Linda Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL
From: Cheryl Lindquist, Permit Technician/Deputy City Clerk
Date: 5/16/2023
RE: Ordinance 1319, Series 2023

DISCUSSION

See attached staff report for a full discussion

BACKGROUND

Public Hearing and second reading of Ordinance 1319, Series 2023, Quick N Clean Car Wash, CO-03, a right of way vacation plat vacating the 16' Alley located in Block 2 of the Veach Subdivision, and consolidation of all existing lots into one 2.185-acre parcel on property located at 1511 E. Main St., zoned Commercial Highway.

FISCAL IMPACT

Fiscal impact has not been analyzed.

RECOMMENDATION

Staff recommends that Council approve Ordinance 1319, Series 2023 on second reading, approving a right of way vacation plat vacating the 16' Alley located in Block 2 of the Veach Subdivision, and consolidation of all existing lots into one 2.185-acre parcel on property located at 1511 E. Main St., zoned Commercial Highway.

MOTION

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

I move to approve on second reading Ordinance No. 1319, Series 2023, approving a right of way vacation plat vacating the 16' Alley located in Block 2 of the Veach Subdivision, and consolidation of all existing lots into one 2.185-acre parcel on property located at 1511 E. Main St., zoned Commercial Highway.

Attachments

Staff Report
Ordinance No. 1319, Series 2023
Resolution No.6, Series 2023



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

Meeting Date: May 17, 2023

Project No. PL23-2

MEMO

TO: Cortez City Council

FROM: Nancy Dosedall, Contract City Planner

SUBJECT: Public Hearing on an Application for vacation of the 16' Alley located in Block 2 of the Veach Subdivision and consolidation of all existing lots into one 2.185-acre parcel on property located at 1511 E. Main St., zoned Commercial Highway.

APPLICANT: Michael Scarbrough, Quick N Clean CO-03 LLC

OWNER: Quick N Clean CO-03, LLC

ATTACHMENTS: P&Z Resolution No. 6, Series 2023

Site Plan

Plat

Application

BACKGROUND

Quick N Clean CO-03, LLC, (the "Applicant") is proposing to vacate an existing, undeveloped alley located in Block 2 of the Veach Subdivision and then combine the 28 existing lots into one parcel for development. If approved, the new lot will total 2.185 acres. The property is located 1511 E. Main, Cortez, Colorado (the "Property"). The Property is currently vacant. The Property is zoned commercial highway (C).

The Property is bounded on the west by commercially zoned land that includes Papa Murphy's, on the east and south by vacant parcels, and on the north by East Main St and Safeway. All neighboring properties are zoned commercial highway (C).



CRITERIA FOR REVIEW

The following criteria shall be used in the evaluation of all applications for the vacation of rights-of-way or easements:

1. Must not conflict with adopted policies or plans.
2. Shall not create a landlocked parcel of land.
3. Shall not restrict the access of any parcel so that access is unreasonable or economically prohibitive.
4. Shall not result in adverse impacts on the health, safety, and/or general welfare of the general community, and reduce the quality of public facilities or services provided to any parcel of land, i.e., fire/police protection, accesses, and/or utility services.

ISSUES/DISCUSSION

As seen in the above photo, the alley has never been constructed and it appears that a portion of the alley may have been vacated when the Walgreens building was constructed. The Walgreens building would prevent the alley from accessing Sligo Street to the east and other construction appears to partially block construction of the alley to the west. The unconstructed alley does not appear necessary to provide access to any other parcels of land, and vacating it will not otherwise result in any adverse impacts. It does not appear in any adopted City plans.

While having secondary access to properties is good transportation planning, there is also unconstructed right of way to the south of the Property that could serve as an extension of 1st St and provide access as required for future development.

AGENCY REVIEW (Note – two rounds of comments were collected after a revised submittal and most agencies combined their comments on the site plan and alley vacation plat)

GIS Coordinator (Doug Roth)

No issues with the configuration of this site plan or procedurally vacating the 16' Alley ROW in order to rededicate the same area as a non-exclusive utility easement.

Cortez City Engineer (Kevin Kissler)

There is a sewer line that also runs on the south side of their property within their property boundaries, I'd like to see their site plan include at least a 10' utility easement on the south side of the lot as well as their proposed 40' easement on the west side of the lot. Also, I would like to see their grease trap configuration included in the plans so we can pass that along to the sanitation district for their review. They need to specify the sidewalk width as 5' and being composed of 4500 psi concrete

Cortez Sanitation District (Jim Webb)

After a careful review of the final plat I have noted they have identified all of the Sanitation District's Collection system assets and We have no issues with the proposed plat.

Colorado Department of Transportation (Ranee Reider)

Cortez General Services (Rick Smith)

Atmos Energy (Gary Arnett)

Thank you for the clarification.

The existing width is good but if we ever needed to repair or replace that line it would be nice to have some additional room to the N. of the existing easement +5'. The fiber optic line appears to be close.

ALTERNATIVES

1. The Council can approve the right of way vacation on property located at 1511 E. Main, in the C zone, as submitted by Quick N Clean CO-03 LLC;
2. The Council can deny the application for the right of way vacation and state its reasons;
3. The Council can ask for more information and table the application or continue the application to a date certain; or
4. The Council can approve the right of way vacation, and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

RECOMMENDATION – PLANNING & ZONING COMMISSION

At their meeting of May 2, 2023, the Cortez Planning & Zoning Commission unanimously voted to recommend approval of the Alley right of way vacation and plat amendment with the following conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.
3. The proposed 16' utility easement shall a total 19' in width.

If the Council so chooses to follow the recommendation of Staff and the Planning & Zoning Commission, a member can make the following motion: **I move to approve on first reading Ordinance No. 1319, Series 2023, approving the Alley right of way vacation on property located at 1511 E. Main, in the Commercial Highway (C) zone, as submitted by Quick N Clean CO-003, LLC and set for second reading and a public hearing on May 23, 2023.**

**CITY OF CORTEZ
ORDINANCE NO. 1319, SERIES 2023**

AN ORDINANCE APPROVING OF A RIGHT OF WAY VACATION PLAT FOR VACATION OF THE 16 FOOT WIDE ALLEY LOCATED ON BLOCK 2 OF THE VEACH SUBDIVISION, A PORTION OF THE SW ¼ OF SECTION 25, T36N, R16W, NMPM LOCATED IN THE COMMERCIAL HIGHWAY (C) ZONING DISTRICT

WHEREAS, the owner/applicant Quick N Clean CO-03 (the “Owner/applicant”) has applied for review of a ROW vacation plat to vacate the 16’ alley located in Block 2 of the Veach Subdivision located in the SW ¼ of Section 25, T36N R16W, N.M.P.M Colorado (the “Property”); and more particularly described as:

Block 2 of the Veach Subdivision located in the SW ¼ of Section 25, T36N R16W, N.M.P.M
Colorado

WHEREAS, the Owner/applicant has applied to the City for review of a vacation plat on the Property; and

WHEREAS, the Owner/applicant presented a plat and other submittal items for review by the City Planning and Zoning Commission at a regular meeting held on May 2, 2023; and

WHEREAS, Land Use Code Section 6.25, Vacation of rights-of-way and easements, indicates that the owner or developer of a property may request a vacation pursuant to all code requirements; and

WHEREAS, the Planning and Zoning Commission reviewed the right-of-way vacation plat for the Property and is recommended approval of the plat, as evidenced by the adoption of P&Z Resolution No. 6, Series 2023; and

WHEREAS, based on the evidence and testimony presented at its May 2, 2023 meeting, the Planning and Zoning Commission recommends certain conditions of approval for the requested right of way vacation; and

WHEREAS, it appears that all requirements of Chapters 4.00 and 6.00 of the City’s Land Use Code for subdivision of this site have been or can be met.

NOW, THEREFORE, THE CORTEZ CITY COUNCIL DOES HEREBY DECLARE:

THAT, the plat and full application for the Property are hereby approved, subject to the following conditions to ensure compliance with the standards in the Land Use Code for a preliminary plat:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.
3. The proposed 16' utility easement shall be increased to the north to total 19' in width

AND THAT, the Owner/applicant shall coordinate with City staff to ensure that these conditions are fully met.

PUBLIC HEARING. This ordinance shall be considered for second and final reading on the May 23, 2023, at the hour of 7:30 p.m., in City Council Chambers in City Hall, 123 Roger Smith Avenue, Cortez, Colorado, at which time and place all persons interested may appear and be heard concerning the same.

MOVED AND APPROVED ON FIRST READING THIS MAY 9, 2023



Rachel B. Medina, Mayor

ATTEST:


Linda L. Smith, City Clerk


MOVED, SECONDED, AND ADOPTED ON FINAL READING THIS 23rd DAY OF MAY, 2023

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk

APPROVED AS TO FORM:


J. Patrick Coleman, City Attorney

CITY OF CORTEZ

**PLANNING AND ZONING COMMISSION
RESOLUTION NO. 6, SERIES 2023**

**A Resolution Recommending Approval of a Right of Way Vacation Plat for Vacation of the
16 foot wide alley located on Block 2 of the Veach Subdivision, a portion of the SW ¼ of
Section 25, T36N R16W, NMPM
Located in the Commercial Highway (C) Zoning District**

WHEREAS, the owner/applicant Quick N Clean CO-03 (the “Owner/applicant”) has applied for review of a ROW vacation plat to vacate the 16’ alley located in Block 2 of the Veach Subdivision located in the SW ¼ of Section 25, T36N R16W, N.M.P.M Colorado (the “Property”); and

WHEREAS, the Owner/applicant has applied to the City for review of a vacation plat on the Property; and

WHEREAS, the Owner/applicant presented a plat and other submittal items for review by the City Planning and Zoning Commission at a regular meeting held on May 2, 2023; and

WHEREAS, Land Use Code Section 6.25, Vacation of rights-of-way and easements, indicates that the owner or developer of a property may request a vacation pursuant to all code requirements; and

WHEREAS, the Planning and Zoning Commission reviewed the right-of-way vacation plat for the Property and is recommending approval of the plat, as evidenced by the adoption of P&Z Resolution No. 6, Series 2023; and

WHEREAS, based on the evidence and testimony presented at its May 2, 2023 meeting, the Planning and Zoning Commission recommends certain conditions of approval for the requested right of way vacation; and

WHEREAS, it appears that all requirements of Chapters 4.00 and 6.00 of the City’s Land Use Code for subdivision of this site have been or can be met.

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

THAT, P&Z Resolution No. 6, Series 2023, establishes the recommended conditions of approval for the plat and the right of way vacation; and

THAT, the plat and full application for the Property are hereby recommended to Council for approval, subject to the following conditions to ensure compliance with the standards in the Land Use Code for a preliminary plat:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.
3. The proposed 16' utility easement shall be increased to total 19' in width

AND THAT, the Owner/applicant shall coordinate with City staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 2nd DAY OF MAY, 2023

CITY OF CORTEZ
PLANNING AND ZONING COMMISSION



Robert Rime, Chairman

ATTEST:



Cheryl Lindquist, Deputy City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: Cheryl Lindquist, Permit Technician/Deputy City Clerk

Date: 5/17/2023

RE: Resolution No. 13, Series 2023

DISCUSSION

See attached staff report for full discussion.

BACKGROUND

Public Hearing on an application for a Minor Subdivision submitted by LBC Investments, LLC for a two lot subdivision of a 1.6 acre tract located on property at 610 E. Main St., zoned Commercial Highway, as described in Resolution No. 13, Series 2023.

FISCAL IMPACT

Fiscal impact has not been analyzed.

RECOMMENDATION

Staff recommends that Council approve Resolution No. 13, Series 2023, a resolution approving a Minor Subdivision Plat to divide a 1.6 acre tract into 2 lots located in the southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 26, Township 36 North, Range 16 West, N.M.P.M, located in the Commercial Highway (C) zone district in Cortez, Colorado.

MOTION

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

I move that Council approve Resolution No. 13, Series 2023, a resolution approving a Minor Subdivision Plat to divide a 1.6 acre tract into 2 lots located in the southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 26, Township 36 North, Range 16 West, N.M.P.M, located in the Commercial Highway (C) zone district in Cortez, Colorado.

Attachments

Staff Report
Resolution No. 13, Series 2023
Application, narrative, site plan



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

Meeting Date: March 23, 2023
Project No. PL23-3

MEMO

TO: Members of the Cortez City Council
FROM: Nancy Dossdall, Contract City Planner
SUBJECT: Application for a Minor Subdivision plat for a two-lot subdivision
APPLICANT: Souder Miller
OWNER: Cortez Main LLC
ATTACHMENTS: Plat

BACKGROUND

Cortez Main LLC is proposing a two-lot subdivision on property recently approved for a retail drive through restaurant located at 610 Main. The subdivision will divide the existing parking lot to create a separate lot for the new commercial structure. The property is zoned Commercial Highway (C).

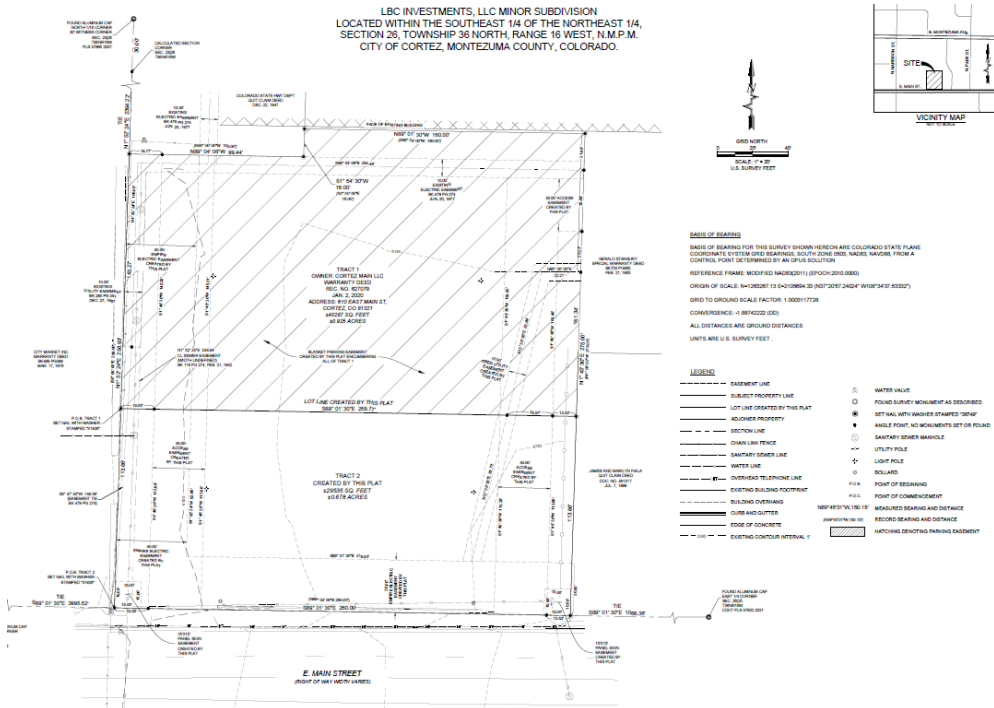
The Property is bounded on the west by commercially zoned land that includes City Market. Developed commercial properties are also located to the south and east. Neighborhood business properties with single family homes are located to the north. The subdivided lots share an access with the existing 610 E. Main commercial structure, which is located on a separate parcel.

DEVELOPMENT STANDARDS

Development Standard	C Zone Requirement	Proposed
Min. lot area (sq. ft.)	3,000	Tract 1 40,287 sq. ft. Tract 2 29,535 sq. ft.
Min. front yard (ft.)	10'	30+'
Min. side yard (ft)	0'	75'
Min. rear yard (ft)	7'	58'
Max. lot coverage	50%	>50%



LBC INVESTMENTS, LLC MINOR SUBDIVISION
 LOCATED WITHIN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4,
 SECTION 26, TOWNSHIP 36 NORTH, RANGE 16 WEST, N.M.P.M.
 CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO.



ISSUES

The City Council shall, in its action on the preliminary plat, consider the physical arrangement of the subdivision, and determine the adequacy of street rights-of-way and alignment and the compliance with the Cortez thoroughfare plan, the street standards of the city, the existing street pattern in the area and with all applicable provisions of the comprehensive plan. The Council shall also ascertain that adequate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area are adequate to comply with the minimum requirements for the underlying zone district and for the type of sanitary sewage disposal proposed.

The major issues with the requested subdivision concern the parcel to the north, which has not been included in the requested subdivision. The parcel to the north is considered nonconforming, in that it's only legal access is to North Adams St., the front access to the building appears to be on the property line and there is not adequate parking associated with the structure. The applicants, who own the existing structure, propose to address these issues somewhat by dedicated the entirety of Tract 1 to a parking easement and including two 30' access easements near the east and west property lines. The plat is not clear as to who the access and parking easements are granted to. The extent of the easements will render Tract 1 unbuildable for future development.

An additional concern with the submitted plat is that the proposed 30' access easements are not clearly dedicated to anyone, and do not connect to each other, or to the adjacent properties to the east and west as would be necessary for eventual compliance with the CDOT access control plan, and to allow loading and turning movements for the existing structure at 610 Main,

Otherwise, the project as submitted appears to meet all applicable development standards. Conditions below will ensure adequate access, drainage, and all other aspects to promote the public health, safety, order, convenience, prosperity, and general welfare.

AGENCY REVIEW

GIS Coordinator (Doug Roth)

Please remove the address reference of 610 East Main St for Tract 1. 610 E Main St is for the building on the tract to the north. Proposed Tract 1 has not been assigned an address and should be referred to by its legal description only.

CDOT (Dan Roussin)

Thank you for the opportunity to review the 610 East Main Street Minor Subdivision on State Highway 160 (East Main Street). The access plan needs to follow the Cortez Access Control Plan. CDOT does have 2 access permits for this location and will proceed with the applications.

If you have any questions, please let me know.

ALTERNATIVES

1. The Council approve the Minor Subdivision Plat for LBC Investments, LLC Minor Subdivision, as submitted by Cortez Main LLC;
2. The Council can recommend denial of the application for the Minor Subdivision and state its reasons;
3. The Council can ask for more information and continue the application to a date certain or table

the application; or

4. The Council can approve the Minor Subdivision, and state any conditions it determines would be necessary to ensure compliance with the Land Use Code.

RECOMMENDATION

Staff recommends Alternative “4” above, approval of the Minor Subdivision plat through Resolution No. 13, Series 2023, with conditions.

If the Council so chooses to follow the recommendation of Staff, a possible motion could be the following:

I move that Council approve Resolution No. 13, Series 2023, a resolution approving the Minor Subdivision for LBC Investments, LLC, located within the southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 26, Township 36 North, Range 16 West, N.M.P.M, located in the Commercial Highway (C) zone district in Cortez, Colorado, as submitted by Souder Miller, with the following condition:

- 1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.**
- 2. Prior to recordation, the plat shall be revised to dedicate the parking to specific users and include additional access easements to ensure adequate access to the structure located at 610 E. Main and also to allow for adequate cross access from east and west.**

**CITY OF CORTEZ
RESOLUTION NO. 13, SERIES 2023**

A RESOLUTION APPROVING A MINOR SUBDIVISION PLAT FOR LBC INVESTMENTS, LLC SUBDIVISION, A TWO-LOT SUBDIVISION LOCATED IN THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 16 WEST, N.M.P.M., LOCATED IN THE COMMERCIAL HIGHWAY (C) ZONING DISTRICT IN CORTEZ, COLORADO

WHEREAS, the owner, Cortez Main LLC (the “Owner/applicant”) has applied for review of a minor subdivision plat to divide a 1.6 acre tract into 2 lots located in the southeast ¼ of the Northeast ¼, Section 26, Township 36 North, Range 16 West, N.M.P.M, located in the Commercial Highway (C) zone district in Cortez, Colorado (the “Property”); and

WHEREAS, Land Use Code Section 6.11, Minor Subdivision Plats, indicates that the owner or developer of a property may request a subdivision pursuant to all code requirements; and

WHEREAS, the City Council reviewed the preliminary plat for a two-lot subdivision for the Property; and

WHEREAS, based on the evidence and testimony presented at the City Council May 23, 2023 meeting, staff recommended certain conditions of approval to be considered by the City Council; and

WHEREAS, it appears that all applicable requirements of the City of Cortez Land Use Code for subdivision of the Property have been or can be met.

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

THAT, Resolution No. 13, Series 2023, contains the conditions of approval for the subdivision of the Property; and

THAT, the preliminary plat and full application for the Property are hereby approved, subject to the following condition to ensure compliance with the standards in the City of Cortez Land Use Code for a preliminary plat:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. Prior to recordation, the plat shall be revised to dedicate the parking to specific users and include additional access easements to ensure adequate access to the structure located at 610 E. Main and also to allow for adequate cross access from east and west.

AND THAT, the Owner/applicant shall coordinate with City staff to ensure that this condition is fully met.

MOVED, SECONDED, AND ADOPTED THIS 23rd DAY OF MAY, 2023

CORTEZ CITY COUNCIL

Rachael B. Medina, Mayor

ATTEST:

Linda Smith, City Clerk

MINOR SUBDIVISIONS
(Land Use Code Section 6.11)

APPLICANT: AMY MARES SOUDER MILLER AND ASSOCIATES

MAILING ADDRESS: 5454 VENICE AVE. STE D. ALBUQUERQUE N.M. 87113

PHONE: 505-264-8419 FAX: _____

PROPERTY ADDRESS: 610 EAST MAIN ST. CORTEZ, COLORADO 81321

PROPERTY FOR: CORTEZ MAIN LLC – JERRY AND TAMMY STANSBURY

Submittal Requirements:

- Letter of petition requesting approval
- Title certificate from a licensed title company or attorney listing:
 - The name of the property owner(s)
 - All liens
 - All easements and judgments of record affecting the subject property
- Boundary lines, bearings and distances
- Adjacent subdivisions and property owners indicating existing streets, alleys, and other features
- Intersecting streets
- Proposed blocks, lots and parks – including easements and alleys
- 5' intervals of topographic contours
- All easements or ROW's necessary for drainage
- Subdivision title "LBC INVETMENTS, LLC MINOR SUBDIVISION"
- Land planner or engineer William Brewster, PS 38749 Phone #: (720) 805-1378
- Name and addresses of the owner(s):
 - Jerry and Tammy Stansbury
 - P.O. Box 359 Farmington, NM 87499

- Dedicated parks, playgrounds and other public uses
- Scale, north point, date, and other pertinent data
- Property owner's name, address, and telephone number
 - Jerry and Tammy Stansbury
 - 505-486-9841

- N/A A proposed preliminary layout of sanitary sewer and water lines
- N/A Drainage report/statement
- N/A Draft of any protective covenants
- Vicinity map
- _____ Filing fee \$ _____
- _____ Written comments received from the nine agencies

City Council Date(s): _____

Resolutions/Ordinances: _____

Action of City Council: _____

Recorded Date: _____ Book/page: _____

April 27, 2023

City of Cortez, Colorado

Planning and Zoning Division

123 Roger Smith Avenue

Cortez, CO 81321

Nancy Dosedall and Planning Staff,

I am writing to request your approval of a minor subdivision plat within the City of Cortez, Colorado on behalf of our client LBC Investments, LLC. The proposed subdivision, "LBC Investments, LLC Minor Subdivision" will create two lots out of the existing 1.60 acre parcel for the purpose of developing a Starbucks retail store. Said Starbucks site plan has been approved by the board in March of 2023. The proposed subdivision will also create adequate access and parking easements to ensure ingress and egress for all neighboring lots.

Thank you for your consideration.

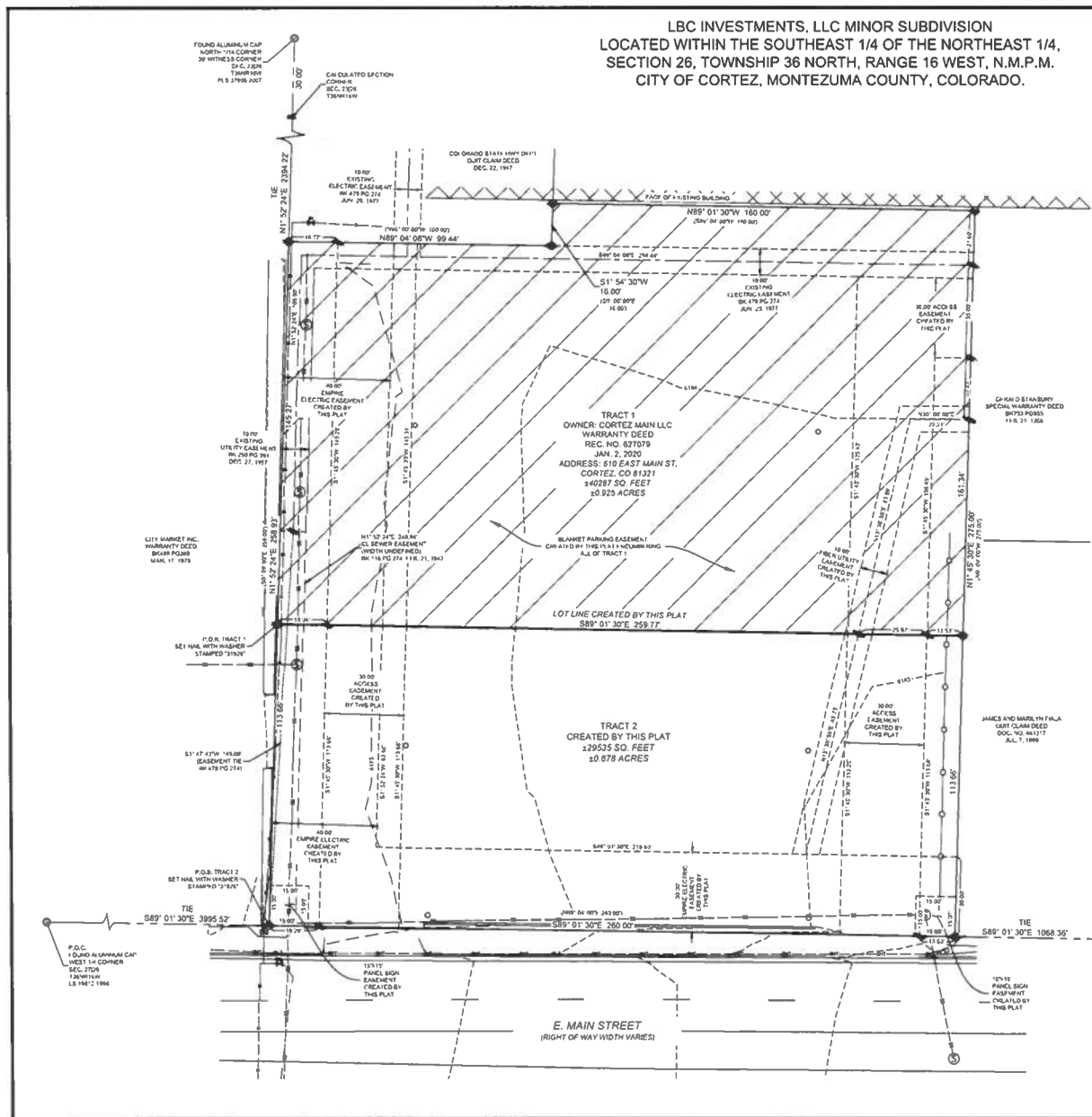
Sincerely,

Amy Mares,

Souder Miller, and Associates.

(505)-264-8419

**LBC INVESTMENTS, LLC MINOR SUBDIVISION
LOCATED WITHIN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4,
SECTION 26, TOWNSHIP 36 NORTH, RANGE 16 WEST, N.M.P.M.
CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO.**



BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY SHOWN HEREON ARE COLORADO STATE PLANE
COORDINATE SYSTEM GRID BEARINGS, SOUTH ZONE 0503, NAD83, NAVD86, FROM A
CONTROL POINT DETERMINED BY AN OPUS SOLUTION

REFERENCE FRAME: MODIFIED NAD83(2011) (EPOCH 2010 0000)

ORIGIN OF SCALE: N+1263297.13 E+2105694.33 (N37°20'57" 24024" W108°34'37" 53332")

GRID TO GROUND SCALE FACTOR: 1.0003117728

CONVERGENCE: -1.88742222 (DD)

ALL DISTANCES ARE GROUND DISTANCES

UNITS ARE U.S. SURVEY FEET

LEGEND

- EASEMENT LINE
- SUBJECT PROPERTY LINE
- LOT LINE CREATED BY THIS PLAT
- ADJOINER PROPERTY
- - - SECTION LINE
- - - CHAIN LINK FENCE
- - - SANITARY SEWER LINE
- - - WATER LINE
- - - OVERHEAD TELEPHONE LINE
- - - EXISTING BUILDING FOOTPRINT
- - - BUILDING OVERHANG
- - - CURB AND GUTTER
- - - EDGE OF CONCRETE
- - - EXISTING CONTOUR INTERVAL 1'
- ⊕ WATER VALVE
- ⊙ FOUND SURVEY MONUMENT AS DESCRIBED
- ⊙ SET NAIL WITH WASHER STAMPED "38749"
- ⊙ ANGLE POINT - NO MONUMENTS SET OR FOUND
- ⊙ SANITARY SEWER MANHOLE
- ⊙ UTILITY POLE
- ⊙ LIGHT POLE
- ⊙ BOLLARD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N89°45'31"W 150.15' MEASURED BEARING AND DISTANCE
- S89°45'31"W 150.15' RECORD BEARING AND DISTANCE
- ▨ HATCHING DENOTING PARKING EASEMENT

SOUDEK, MILLER & ASSOCIATES
Engineering • Environmental • Surveying
Serving the Southwest & Rocky Mountain
Cortez, CO 81321
112 Montezuma Avenue, Suite 3
Phone: (970) 654-4444 Fax: (970) 654-1774
www.soudekmla.com

CITY OF CORTEZ, CO

LBC INVESTMENTS, LLC

**LBC INVESTMENTS, LLC MINOR SUBDIVISION
LOCATED WITHIN THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4, SECTION 26, TOWNSHIP 36 NORTH,
RANGE 16 WEST, N.M.P.M.
CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO.**

Designed	Drawn	Checked
AMM	AMM	WFB
Date	April 2023	
Scale	As Shown	
Project No.	2530591	
Sheet	2 OF 2	



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: Cheryl Lindquist, Permit Technician/Deputy City Clerk

Date: 5/17/2023

RE: Resolution No. 9, Series 2023

DISCUSSION

See attached staff report for a full discussion.

BACKGROUND

The Applicant, Quick N Clean CO-3 LLC, has submitted an application for a Site Plan Review for a new car wash to be located on Block 2 of the Veach Subdivision, on a 2.185 acre parcel on property located at 1511 E. Main St., zoned Commercial Highway.

FISCAL IMPACT

Fiscal impact has not been analyzed.

RECOMMENDATION

Staff recommends that Council approve Resolution No. 9, Series 2023, a resolution approving a site plan for a car wash to be located on property at 1511 E. Main, zoned Commercial Highway, located in Block 2 of the Veach Subdivision.

MOTION

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

I move that Council approve Resolution No. 9, Series 2023, a resolution approving a site plan for a car wash to be located on property at 1511 E. Main, zoned Commercial Highway, located in Block 2 of the Veach Subdivision.

Attachments

Resolution No. 9, Series 2023
Resolution No. 6, Series 2023
Caer Wash packet

**CITY OF CORTEZ
RESOLUTION NO. 9, SERIES 2023**

**A RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR THE
CONSTRUCTION OF A CAR WASH AT 1511 E. MAIN ST., CORTEZ, COLORADO,
LOCATED IN THE COMMERCIAL HIGHWAY (C) ZONING DISTRICT**

WHEREAS, owner/applicant Quick N Clean CO-03 LLC (the “Owner/applicant”) has applied for review of a site development plan for establishment of a new car wash to be located on property at 1511 E. Main St., Cortez, Colorado (the “Property”) and more particularly described as:

Lots 1 through 28 inclusive, Block 2, Veach Subdivision, the plat of which is recorded in Book 8 at Page 6

WHEREAS, the Owner/applicant has applied to the City for review of a site development plan for a car wash on the Property; and

WHEREAS, the Owner/applicant presented a site plan and necessary submittal items for review by the City Planning and Zoning Commission at a regular meeting held on May 2, 2023; and

WHEREAS, Land Use Code Section 6.14, Site Plans, indicates that the owner or developer of a property may request an application of these site plan requirements for development on property located in the Commercial (C) Zoning District; and

WHEREAS, the Planning and Zoning Commission reviewed the site plan for a car wash for the Property and is recommending approval of the site plan, as evidenced in the adoption of P&Z Resolution No. 5, Series 2023; and

WHEREAS, based on the evidence and testimony presented at its May 2, 2023 meeting, the Planning and Zoning Commission is recommending conditions of approval for the site plan; and

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

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

THAT, this Resolution No.9, Series 2023, contains recommended conditions of approval for the site plan on the Property; and

THAT, the site plan and full application for the Property are hereby recommended to Council for approval, subject to the following conditions to ensure compliance with the standards in the land use code for a site development plan:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications.
2. The appropriate construction drawings and reports for the project, signed and stamped by a Colorado licensed architect or engineer, must be approved by the Building Official and City Engineer, and a building permit obtained prior to any construction on the Property.
3. The landscaping improvements shall be installed prior to issuances of a Certificate of Occupancy. Irrigation and maintenance must be provided. In the event that construction of the building and all other requirements are met prior to the installation of the landscaping, and the Applicant desires a Certificate of Occupancy, the Applicant may choose to provide a financial surety and obtain a CO in advance of completing the landscaping improvements. In this event, the Applicant shall provide an assurance bond, letter of credit, or other financial security agreed to by both parties, providing a guarantee of installation of the landscaping within a time frame approved by the City of Cortez.
4. The ROW vacation and plat amendment shall be approved and recorded prior to issuance of a building permit for the Property.

AND THAT, the Owner/applicant is to coordinate with City staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 23rd DAY OF MAY, 2023

CORTEZ CITY COUNCIL

Rachael B Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk

**CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 6, SERIES 2023**

**A Resolution Recommending Approval of a Right of Way Vacation Plat for Vacation of the
16 foot wide alley located on Block 2 of the Veach Subdivision, a portion of the SW ¼ of
Section 25, T36N R16W, NMPM
Located in the Commercial Highway (C) Zoning District**

WHEREAS, the owner/applicant Quick N Clean CO-03 (the “Owner/applicant”) has applied for review of a ROW vacation plat to vacate the 16’ alley located in Block 2 of the Veach Subdivision located in the SW ¼ of Section 25, T36N R16W, N.M.P.M Colorado (the “Property”); and

WHEREAS, the Owner/applicant has applied to the City for review of a vacation plat on the Property; and

WHEREAS, the Owner/applicant presented a plat and other submittal items for review by the City Planning and Zoning Commission at a regular meeting held on May 2, 2023; and

WHEREAS, Land Use Code Section 6.25, Vacation of rights-of-way and easements, indicates that the owner or developer of a property may request a vacation pursuant to all code requirements; and

WHEREAS, the Planning and Zoning Commission reviewed the right-of-way vacation plat for the Property and is recommending approval of the plat, as evidenced by the adoption of P&Z Resolution No. 6, Series 2023; and

WHEREAS, based on the evidence and testimony presented at its May 2, 2023 meeting, the Planning and Zoning Commission recommends certain conditions of approval for the requested right of way vacation; and

WHEREAS, it appears that all requirements of Chapters 4.00 and 6.00 of the City’s Land Use Code for subdivision of this site have been or can be met.

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

THAT, P&Z Resolution No. 6, Series 2023, establishes the recommended conditions of approval for the plat and the right of way vacation; and

THAT, the plat and full application for the Property are hereby recommended to Council for approval, subject to the following conditions to ensure compliance with the standards in the Land Use Code for a preliminary plat:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The plat shall be recorded at the Montezuma County Clerk and Records Office within six (6) months of Council approval, in accordance with Land Use Code Section 6.05 (d)(2)a.
3. The proposed 16' utility easement shall be increased to total 19' in width

AND THAT, the Owner/applicant shall coordinate with City staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 2nd DAY OF MAY, 2023

CITY OF CORTEZ
PLANNING AND ZONING COMMISSION



Robert Rime, Chairman

ATTEST:



Cheryl Lindquist, Deputy City Clerk

**APPENDIX D - CITY OF CORTEZ
APPLICATION FOR ZONING ACTION**

This application is for:																					
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; border: 1px solid black;"></td><td>Conditional Use Permit</td></tr> <tr><td style="width: 20px; border: 1px solid black; text-align: center;">X</td><td>Right-of-Way or Easement Vacation</td></tr> <tr><td style="width: 20px; border: 1px solid black;"></td><td></td></tr> <tr><td style="width: 20px; border: 1px solid black; text-align: center;">X</td><td>Replat or Plat Amendment</td></tr> <tr><td style="width: 20px; border: 1px solid black;"></td><td></td></tr> <tr><td style="width: 20px; border: 1px solid black;"></td><td>Condominium Subdivision/Conversion</td></tr> </table>		Conditional Use Permit	X	Right-of-Way or Easement Vacation			X	Replat or Plat Amendment				Condominium Subdivision/Conversion	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; border: 1px solid black;"></td><td>Special Exception</td></tr> <tr><td style="width: 20px; border: 1px solid black;"></td><td>Site Plan Review</td></tr> <tr><td style="width: 20px; border: 1px solid black;"></td><td>Variance</td></tr> <tr><td style="width: 20px; border: 1px solid black;"></td><td>Minor Subdivision</td></tr> </table>		Special Exception		Site Plan Review		Variance		Minor Subdivision
	Conditional Use Permit																				
X	Right-of-Way or Easement Vacation																				
X	Replat or Plat Amendment																				
	Condominium Subdivision/Conversion																				
	Special Exception																				
	Site Plan Review																				
	Variance																				
	Minor Subdivision																				

1. APPLICANT SHALL COMPLETE:

Quick N Clean CO-03, LLC	7291 E. Adobe Drive Suite 115 Scottsdale, AZ 85255	(480) 444-8060
Property Owner	Mailing Address	Phone/Fax

Richard Karle		
Contact Person	Mailing Address	Phone/Fax

1511 East Main Street Cortez, CO 81321
Subject Property Street Address

Legal Description; or <u>Survey</u> Attached

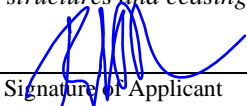
Vacant land
Existing Use(s)

Express car wash	+/-5,380 SF	
Proposed Use(s)	Square Footage	Lot Coverage (%)

+/-91,191 SF		45
Lot Size	Proposed Building Height	Off-Street Parking Spaces

10'	0'	7'
Proposed Setbacks:	Front	Side
		Rear

Public Works Department Approval	Sanitation District Approval
----------------------------------	------------------------------

OATH OF APPLICANT	
<p><i>I hereby certify, subject to penalty of perjury, that the above is true and accurate to the best of my knowledge and that I understand all provisions of City and State codes applicable to the proposed development, any and all conditions placed upon the proposed development by the City Council and all information requested by this document. I also understand that if I violate any applicable provisions of City and/or State codes, I may be required to remedy such violation(s) through appropriate legal process imposed by the City, including moving or removing structures and ceasing of construction and/or uses</i></p>	
 Signature of Applicant	03-21-23 Date

2. APPLICANT SHALL ATTACH 2 COPIES OF A COMPLETE SITE AND ACCESS PLAN OR PLAT SHOWING THE BUILDING OR STRUCTURE IN SUFFICIENT DETAIL TO



**APPLICATION FOR SITE
PLAN REVIEW**

Michael Scarbrough 602-684-5210
Name of Applicant Phone Number

11811 North Tatum Boulevard Suite 1051 Phoenix, AZ
Applicant's Address

Quick N Clean CO-03, LLC 480-444-8060
Name of Property Owner if different from above Phone Number

7291 E Adobe Drive, Suite 115, Scottsdale, Az 85255
Property Owner's Address

1511 E. Main Street Cortez, CO 81321

Address of development *(include copy of deed or title insurance policy showing legal description and ownership)*

Class of Work:

Zoning District :

- New
- Addition
- Demolish
- Move

- NB – Neighborhood Business
- C – Commercial Highway
- CBD – Central Business District
- I - Industrial

WHEN RECORDED RETURN TO:

Quick N Clean CO-03, LLC,
a Colorado limited liability company
7291 East Adobe Drive,
Suite 115
Scottsdale, Arizona 85255

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust (“**Grantor**”), conveys to Quick N Clean CO-03, LLC, a Colorado limited liability company (“**Grantee**”), the following real property situated in Mesa County, Colorado, together with all appurtenant interests, benefits, rights, and privileges (collectively, the “**Property**”):

SEE **Exhibit “A”** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

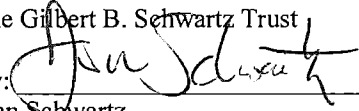
This conveyance is made by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all applicable easements, conditions, restrictions, covenants, minerals or royalty interests, mineral reservations, surface waivers, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record, to the extent, but only to the extent, they are validly existing and affect the Property as of the date hereof.

To have and hold the Property, together with all rights and appurtenances thereto and in anyway belonging thereto, unto the Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor, but not otherwise.

DATED as of July 5, 2022.

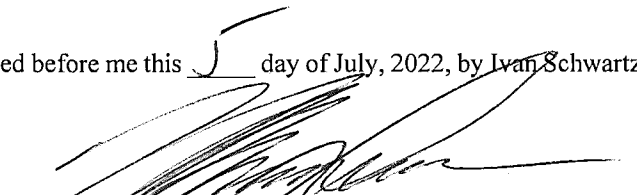
“GRANTOR”

The Gilbert B. Schwartz Trust

By: 
Ivan Schwartz,
Trustee

STATE OF FL)
) ss.
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 5 day of July, 2022, by Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust.



Notary Public *Mark Lewin*

My Commission expires:
12-16-25



MARK LEWIN
Commission # HH 200816
Expires December 16, 2025

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

[Legal Description]

Lots 1 through 28, inclusive, Block 2, Veach Subdivision, the plat of which is recorded in Book 8 at Page 6, excepting that portion of said Block 2 to the State Department of Highways, Division of Highways, State of Colorado described in Book 576, Page 471, County of Montezuma, State of Colorado.

TD-1000
Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. **This document is not recorded, is kept confidential, and is not available for public inspection.**

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer). Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Physical Address and/or legal description of the real property sold: Please do not use P.O. Box numbers.

1511 East Main Street, Cortez, CO 81321

2. Type of property purchased: Single Family Residential Townhome Condominium Multi-Unit Residential

Commercial Industrial Agricultural Mixed Use Vacant Land Other: _____

3. 07/06/2022
Date of closing: mm/dd/yyyy

09/17/2021
Date of contract: mm/dd/yyyy

4. \$450,000.00
Total Sale Price: include all real and personal property

\$
Contracted price (if different from final sale price)

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

<u>Description</u>	<u>Approximate Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Personal Property Total:	\$ _____

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sale price include a trade or exchange of additional real or personal property? No Yes

If Yes, approximate value of the goods or services as of the date of closing: \$ _____

If Yes, does this transaction involve a trade under IRS Code Section 1031? No Yes

7. Was 100% interest in the real property purchased? No Yes

Mark "No" if only a partial interest is being purchased. If No, interest purchased _____ %

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. No Yes

9. Please mark type of sale: Builder (new construction) Public (MLS or Broker Representation)
 Private (For Sale By Owner) Other (describe) _____

10. Mark any of the following that apply to the condition of the improvements at the time of purchase.
 New Excellent Good Average Fair Poor Salvage

11. Type of financing: (mark all that apply)
 None (all cash or cash equivalent)
 New/Mortgage Lender (government-backed or conventional bank loan)
 New/Private Third Party (nonconventional lender, e.g. relative, friend, or acquaintance)
 Seller (buyer obtained a mortgage directly from the seller)
 Assumed (buyer assumed an existing mortgage)
 Combination or Other: Please explain: _____

12. Total amount financed: \$ _____

13. Terms:
 Variable; Starting interest rate: _____ % Fixed; Interest rate: _____
Length of time: _____ years
Balloon payment? No Yes If yes, amount \$ _____ Due Date: _____

14. Mark any that apply: Seller assisted down payments Seller concessions Special terms or financing
If marked, please specify terms: _____

15. Was an independent appraisal obtained in conjunction with this transaction? No Yes

For properties OTHER THAN Residential (Residential is defined as: single family detached, townhomes, apartments and condominiums), please complete questions 16-18, if applicable.

16. Did the purchase price include a franchise or license fee? No Yes
If yes, franchise or license fee value \$ _____

17. Did the purchase price involve an installment land contract? No Yes
If yes, date of contract: _____

18. If this is vacant land, was an on-site inspection conducted by the buyer prior to the closing? No Yes

Please include any additional information concerning the transaction and price paid that you feel is important:

Richard Karle
Signature of Grantee (Buyer)

7-5-2022
Date: mm/dd/yyyy

Quick N Clean CO-03, LLC
Richard Karle, Manager
Printed name of Grantee

Signed in counterpart
Signature of Grantor (Seller)

Date: mm/dd/yyyy

Ivan Schwartz
Printed name of Grantor

9. Please mark type of sale: Builder (new construction) Public (MLS or Broker Representation)
 Private (For Sale By Owner) Other (describe) _____

10. Mark any of the following that apply to the condition of the improvements at the time of purchase.
 New Excellent Good Average Fair Poor Salvage

11. Type of financing: (mark all that apply)
 None (all cash or cash equivalent)
 New/Mortgage Lender (government-backed or conventional bank loan)
 New/Private Third Party (nonconventional lender, e.g. relative, friend, or acquaintance)
 Seller (buyer obtained a mortgage directly from the seller)
 Assumed (buyer assumed an existing mortgage)
 Combination or Other: Please explain: _____

12. Total amount financed: \$ _____

13. Terms:
 Variable; Starting interest rate: _____ % Fixed; Interest rate: _____
Length of time: _____ years
Balloon payment? No Yes If yes, amount \$ _____ Due Date: _____

14. Mark any that apply: Seller assisted down payments Seller concessions Special terms or financing
If marked, please specify terms: _____

15. Was an independent appraisal obtained in conjunction with this transaction? No Yes

For properties OTHER THAN Residential (Residential is defined as: single family detached, townhomes, apartments and condominiums), please complete questions 16-18, if applicable.

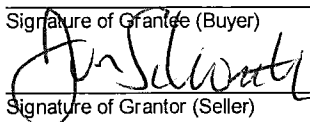
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If yes, franchise or license fee value \$ _____

17. Did the purchase price involve an installment land contract? No Yes
If yes, date of contract: _____

18. If this is vacant land, was an on-site inspection conducted by the buyer prior to the closing? No Yes

Please include any additional information concerning the transaction and price paid that you feel is important:

Signed in counterpart

Signature of Grantee (Buyer)	Date: mm/dd/yyyy	Richard Karle Printed name of Grantee
	7/5/22	Ivan Schwartz Printed name of Grantor
Signature of Grantor (Seller)	Date: mm/dd/yyyy	

Buyer Mailing Address: Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

7291 East Adobe Drive, Ste 115	Scottsdale	Arizona	85255
Address (mailing)	City	State	Zip Code
(480)444-8060	richard@upperimage.net		
Daytime Phone	Email Address		

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.



Region 5 Levels of Traffic Assessments

Section 2.3(5) of The State Highway Access Code (SHAC) specifies the thresholds and general requirements of a traffic impact study (TIS). A TIS is required when the proposed land use will generate a Design Hour Volume (DHV) of 100 vehicles or more, or when considered necessary or desirable by CDOT. However, the SHAC provides little detail about traffic assessment requirements for projects generating less than 100 vehicles per hour. This document describes the three levels of traffic assessments required for access permitting in CDOT Region 5. The permit applicant should contact CDOT R5 access permitting (970-385-3626) to determine the appropriate level of traffic evaluation and the specific requirements for each individual application.

Level One – Trip Generation Assessment

The purpose of a Level One Assessment is to document the project trip generation and to confirm that auxiliary turn lanes are not required at the proposed access point.

A Level One Assessment is required for all projects that generate less than ten trips in the peak hour. A single-family home usually generates one trip in the peak hour so a project with nine or fewer homes would fit in this category. It is unlikely that any commercial or industrial development would fit in this category.

The Level One Assessment shall include the following:

- Description of project size and location
- Trip Generation Calculations per the Institute of Transportation Engineers Trip Generation document (latest version)
- A Professional Engineers seal on the calculation is preferred, but not required.

Level Two Auxiliary Turn Lane Assessment

The purpose of a Level Two Assessment is to document the project trip generation and to determine auxiliary turn lane requirements at the proposed access points. The results of this assessment may reveal that no turn lanes are needed. The assessment may also reveal that a Traffic Impact Study is necessary (see Level Three), as determined by CDOT. It is strongly recommended that all assumptions be confirmed with the CDOT traffic engineer prior to completing the assessment.

A Level Two Assessment shall be required for all projects that generate between 10 and 99 trips in the peak hour. It shall include the following:

- Description of project size and location, include site & location maps
- Trip Generation Calculations per the ITE Trip Generation document (latest version)
- Diagram or table showing existing driveways and side roads within 1000 feet from the access
- A detailed statement of directional distribution assumptions for project traffic, include all correspondence; phone, emails etc., with local authorities concerning directional distribution.
- A detailed statement of the 20-year background traffic growth calculation (source of existing data, growth rate, factors, etc)
- Diagram or table showing am & pm peak-hour traffic volumes for:



COLORADO
Department of
Transportation

Short Term Traffic – existing, site generated, & total

Long Term Traffic (20 Year) – background, site generated, & total

- Recommendations for auxiliary turn lanes per the SHAC
- Entering site distance at proposed access, include relative photos
- A Professional Engineer's seal and signature is required

Level Three Traffic Impact Study

The purpose of a TIS is to understand the full traffic impact of the proposed development, and to identify traffic mitigation measures. A TIS is required when the proposed land use will generate a DHV of 100 vehicles or more, or when considered necessary or desirable by CDOT. Section 2.3(5) of the SHAC specifies the thresholds and general requirements of a TIS. A Professional Engineers seal is required. It is strongly recommended that all assumptions be confirmed with the CDOT traffic engineer prior to completing the study.



Consulting Services, LLC.

Project Narrative
Quick N Clean
1511 Main Street
Cortez, CO

Summary

This project involves the development of an express car wash with associated vacuum and pay station canopies located at 1511 Main Street Cortez, CO. The property is currently zoned C.



Description of Property – Current Conditions

The property is currently vacant with an internal access drive on the eastern edge of the site with an access driveway onto Main Street.

Proposed Improvements

Quick N Clean Car Wash (QNC) proposes to develop the existing, vacant parcel, into an express car wash with associated vacuums and pay station canopies. The tunnel will be fully enclosed with roll up doors being installed on both ends of the tunnel.

In addition, vacuum canopies, security lighting, and landscaping will be installed to City standards. A well-defined entrance to the tunnel will included 3 ATM style payment stations that will help direct customers to the beginning of the tunnel. Once the customer exits the tunnel, they will have the opportunity to vacuum their vehicle or leave the site. The proposed QNC will operate from 7 am –7p.m seven days a week.

Relationship to Surrounding Properties

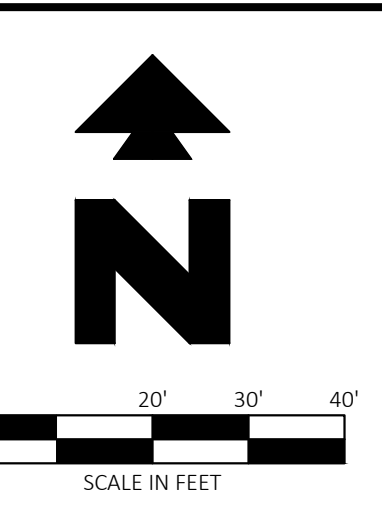
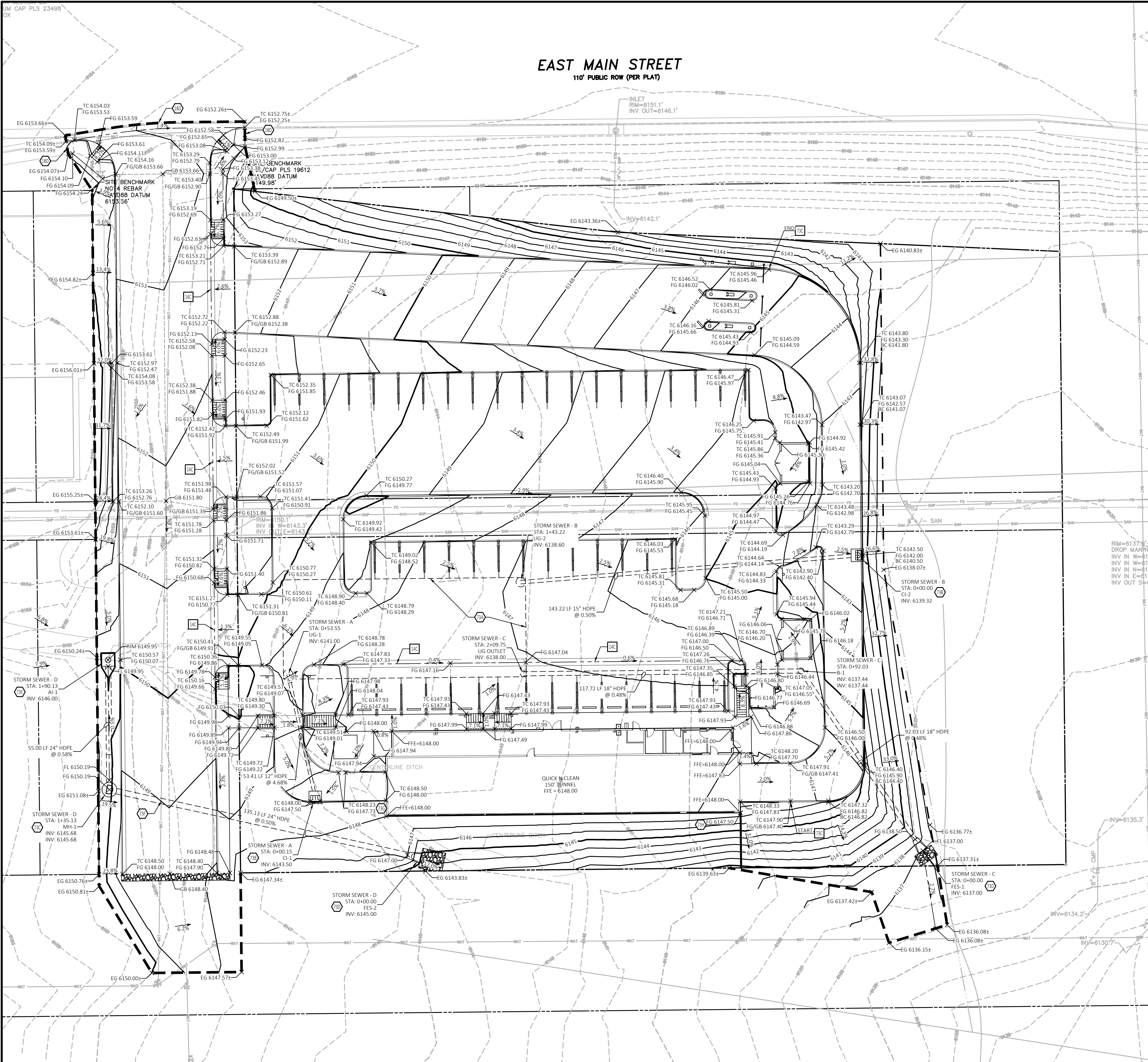
The property to the East and South is currently vacant. The property to west is an existing four tenant strip mall. The property to the North is a State Farm Insurance business as well as Safeway.



Property Contacts

Richard Karle 480-444-8060 Richard@upperimage.net 7291 East Adobe Drive Suite 115 Scottsdale, AZ 85255

Michael Scarbrough 602-684-5210 Mike@3K1.us 11811 North Tatum Boulevard Suite 1051 Phoenix, AZ 85028



EXISTING LEGEND

- LIGHT POLE
- FIRE HYDRANT
- UTILITY POLE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER VALVE
- GAS VALVE
- WATER METER
- OVERHEAD UTILITY LINES
- UNDERGROUND GAS LINES
- UNDERGROUND SANITARY SEWER LINES
- UNDERGROUND STORM SEWER LINES
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND WATER LINES
- (A) FND PIN/CAP PLS 19612
- (B) FND PIN/CAP PLS ILLEGIBLE
- (C) FND NO 4 REBAR
- (D) SET PIN/CAP PLS 14142

- ZONE AE LIMITS BY ELEVATIONS
- ZONE AE LIMITS BY SCALING GRAPHIC

PROPOSED LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- CONTOUR ELEVATIONS
- GRADE BREAK
- FLOWLINE
- STORM DRAIN
- LIMITS OF OFF-SITE GRADING
- LIMITS OF ON-SITE GRADING
- x XX.XX SPOT ELEVATIONS: BC = BOTTOM OF CURB, EG = EXISTING GRADE, FG = FINISHED GRADE, FL = FLOW LINE, GB = GRADE BREAK, TC = TOP OF CURB

GENERAL GRADING NOTES

- A. PRIOR TO INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF DESIGN CONFLICTS.
- B. CONTRACTOR HAS THE OPTION TO BID THE FOLLOWING MATERIAL FOR THE STORM SEWER SYSTEM EXCEPT WHERE OTHERWISE NOTED: RCP, OR HDPE AS INDICATED ON THIS PLAN WHERE THE WORD PIPE IS USED. ALL PIPES SHALL HAVE A MAXIMUM ROUGHNESS COEFFICIENT ("N") OF 0.013 AND SHALL MEET OR EXCEED THE PIPE MANUFACTURERS REQUIREMENTS FOR MINIMUM AND MAXIMUM COVER. CONTRACTOR SHALL REFER TO THE PROJECT CONTRACT REQUIREMENTS FOR STORM SEWER SYSTEMS FOR ACCEPTABLE TYPE AND MATERIAL.
- C. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND 4" OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS (SEE LANDSCAPE PLAN FOR SEED MIX AND PROPER APPLICATION RATE). ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- D. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
- E. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS OF THE LOCAL AUTHORITIES: ALL STORM DRAIN PIPE BEDDING SHALL BE INSTALLED PER DETAIL 28A (REF. C9.1 - DETAIL SHEET). ALL STORM DRAIN PIPES ARE MEASURED FROM CENTER OF STRUCTURES AND ENDS OF FLARED END SECTIONS.

GRADING NOTES

- 18D MATCH EXISTING PAVEMENT ELEVATIONS
- 73A UNDERGROUND DETENTION SYSTEM: ADS SC-310 STORMTECH SYSTEM WITH MIN. INSTALLED VOLUME OF 5000 CF
- 73B 4" COMBINATION INLET
- 73C 4" STORM MANHOLE
- 73D FLARED END SECTION WITH RIP RAP
- 73E AREA INLET
- 73F CONTRACTOR TO VERIFY CROSSING BETWEEN STORM AND WATER MAIN
- 73G 3" CURB CUT FOR LANDSCAPE DRAINAGE RELIEF
- 73H 6" SLAB REVEAL

GRADING DETAILS (REF. DETAIL SHEETS)

- 14C CONCRETE SWALE IN PAVED AREA (REF. SHEET C9 - DETAIL SHEET)
- 73C REINFORCED REVERSED CURB (REF. SHEET C9.1 - DETAIL SHEET)

FLOOD ZONE INFORMATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08083C0802C, DATED 09/26/2008, THIS PROPERTY IS IN FLOOD ZONE AE. THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THE BASE FLOOD ELEVATION IS THE WATER-SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

Cut/Fill Summary

Name	Cut	Fill	Station	Area	Vol	Vol
22770-000000	1.100	1.100	10000.00	20.00	20.00	0.00
22780-000000	1.100	1.100	10000.00	20.00	20.00	0.00
22790-000000	1.100	1.100	10000.00	20.00	20.00	0.00



CEI ENGINEERING ASSOCIATES, INC.
710 W Pinedale AVE
FRESNO, CA 93711
PHONE: (559) 447-3119
FAX: (559) 447-3129



CLIENT
3K1 CONSULTING SERVICES, LLC.
11811 N. TATUM BOULEVARD,
SCOTTSDALE, AZ 85255
PHONE: (602) 850-8100

PLANS PREPARED FOR
QUICK N CLEAN
7291 E. ADOBE DRIVE, SUITE 115
SCOTTSDALE, AZ 85255
PHONE: (480) 707-3531

REVISION

NO.	DESCRIPTION	DATE

QUICK N CLEAN
 1511 EAST MAIN STREET
 CORTEZ, COLORADO, 81321

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	JSC
CEI PROJECT NUMBER	32372
DATE	4/13/2023
REVISION	REV-2

GRADING PLAN
SHEET TITLE
SHEET NUMBER

C5

DRAWING LOCATION: P:\32372\DRAWINGS\DESIGN\WORKING\32372-GR.DWG, SAVED BY: JCOLLIER

REVISION		
NO.	DESCRIPTION	DATE

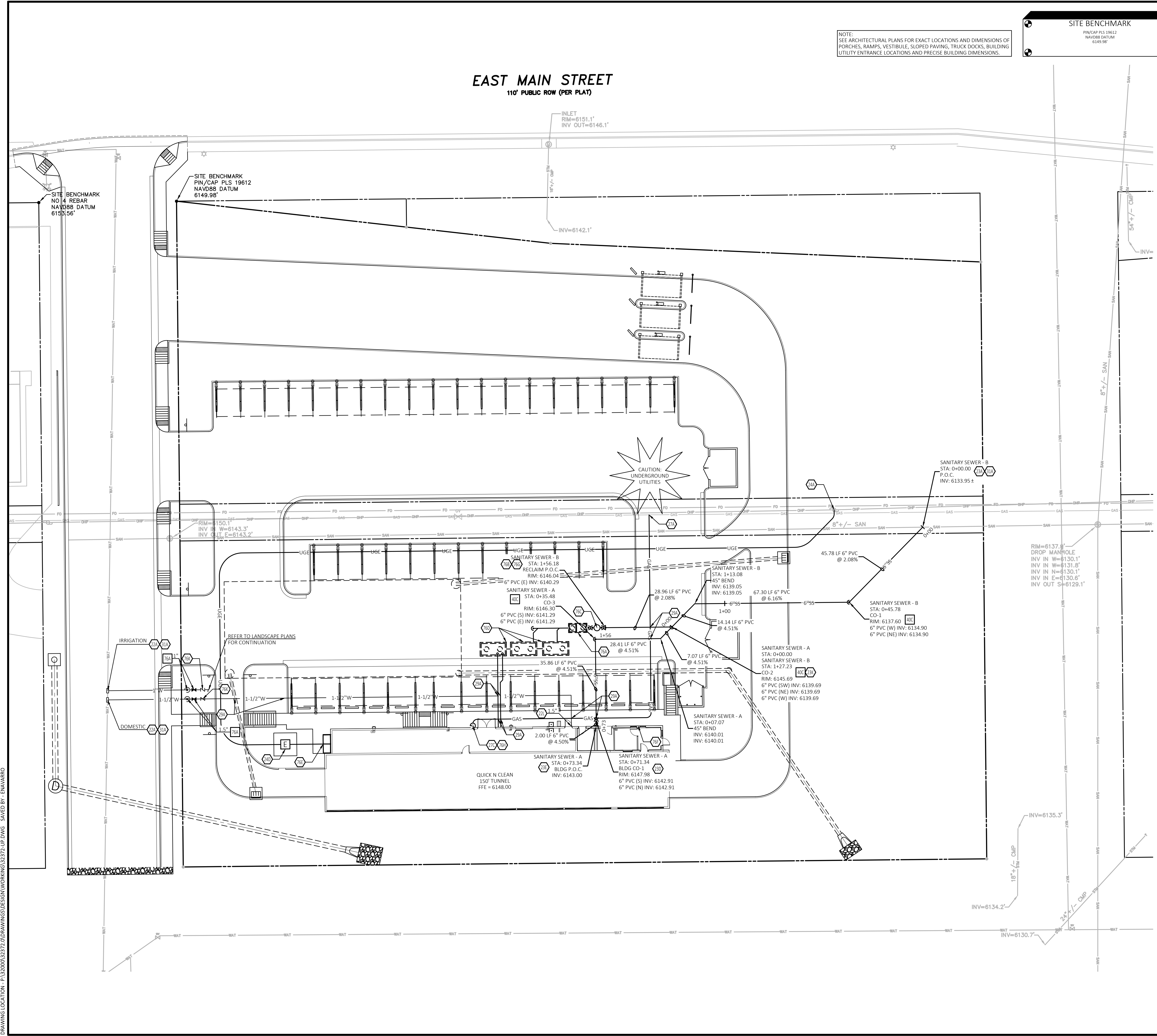
QUICK N CLEAN
1511 EAST MAIN STREET
CORTEZ, COLORADO, 81321

FOR REVIEW ONLY
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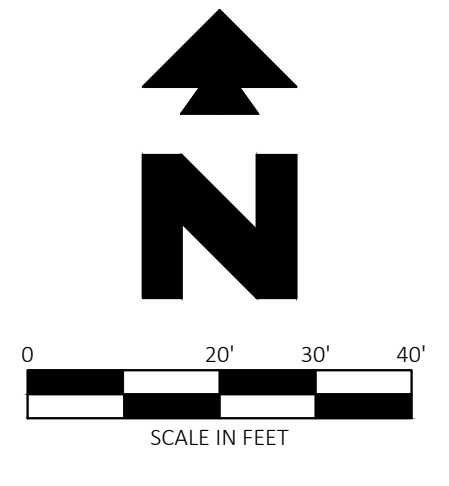
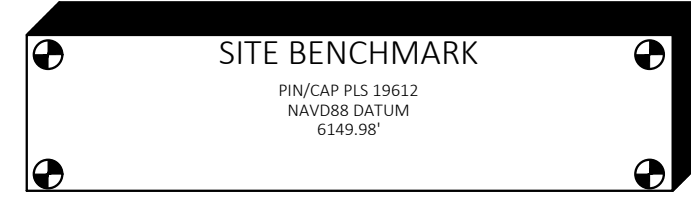
PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	JSC
CEI PROJECT NUMBER	32372
DATE	4/25/2023
REVISION	REV-2

UTILITY PLAN
SHEET TITLE
SHEET NUMBER

C8



NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.



811
Know what's below.
Call before you dig.

EXISTING LEGEND

- LIGHT POLE
- FIRE HYDRANT
- UTILITY POLE
- SANITARY SEWER MAHOLE
- STORM SEWER MANHOLE
- WATER VALVE
- GAS VALVE
- WATER METER
- OVERHEAD UTILITY LINES
- GAS - UNDERGROUND GAS LINES
- SAN - UNDERGROUND SANITARY SEWER LINES
- STM - UNDERGROUND STORM SEWER LINES
- FO - UNDERGROUND FIBER OPTIC LINE
- WAT - UNDERGROUND WATER LINES
- (A) FND PIN/CAP PLS 19612
- (B) FND PIN/CAP PLS ILLEGIBLE
- (C) FND NO 4 REBAR
- (D) SET PIN/CAP PLS 14142

- ZONE AE LIMITS BY ELEVATIONS
- ZONE AE LIMITS BY SCALING GRAPHIC

PROPOSED LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- STORM DRAIN
- GAS SERVICE
- UGE UNDERGROUND ELECTRIC SERVICE
- UGT UNDERGROUND TELEPHONE SERVICE
- X"SS SANITARY SEWER SERVICE
- X"W WATER SERVICE

GENERAL UTILITY NOTES

- A. ALL WATER LINES 2" AND SMALLER SHALL BE TYPE K-COPPER, ALL WATER LINES 4" AND LARGER SHALL BE PVC AWWA C900 (DR14, RATED AT 200 PSI) OR APPROVE EQUAL. ALL WATER LINES SHALL HAVE 4'-0" MIN. COVER.
- B. ALL SANITARY SEWER LINES 6" AND SMALLER SHALL BE PVC (SDR35) WITH 12" MIN. COVER.
- C. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
- D. ALL ELECTRIC, TELEPHONE AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
- E. CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.
- F. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM CEI ENGINEERING AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. CEI ENGINEERING AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
- G. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN SPECIFICATIONS: ALL WATER LINE FITTINGS SHALL BE INSTALLED WITH THRUST BLOCKING PER DETAIL 31C. ALL WATER LINE PIPE BEDDING SHALL BE INSTALLED PER DETAIL 42A. ALL SANITARY SEWER PIPE BEDDING SHALL BE INSTALLED PER DETAIL 42B.

UTILITY NOTES

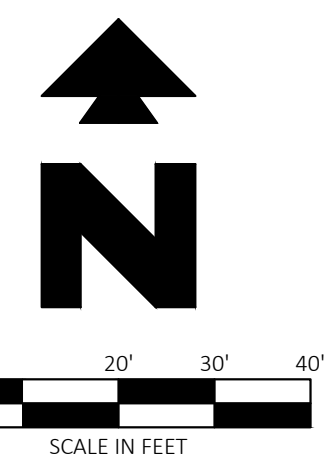
- 22A POINT OF CONNECTION - WATER SERVICE (PER LOCAL CODES).
- 22L METERED DOMESTIC WATER SERVICE ENTRY PER ARCH. PLANS (SEE SHEET THIS SHEET).
- 23A POINT OF CONNECTION - SANITARY SEWER SERVICE (PER LOCAL CODES).
- 23D BUILDING SANITARY SEWER SERVICE CLEAN-OUT.
- 23E SANITARY SEWER SERVICE ENTRY (PER ARCH. PLANS).
- 23F SANITARY SEWER SERVICE ENTRY (PER ARCH. PLANS).
- 23G SANITARY SEWER SERVICE ENTRY (PER ARCH. PLANS).
- 23K SANITARY SEWER SERVICE WYE (PER LOCAL CODES).
- 24A POINT OF CONNECTION FOR ELECTRICAL SERVICE (CONTRACTOR TO COORDINATE WITH ELECTRIC PROVIDER)
- 24D PROPOSED ELECTRIC TRANSFORMER.
- 27A PROPOSED POINT OF CONNECTION FOR GAS SERVICE (CONTRACTOR TO COORDINATE WITH GAS PROVIDER)
- 27C PROPOSED GAS METER.
- 29A MAINTAIN MIN. 18" VERTICAL SEPARATION
- 31A LOCATION FOR THIS UTILITY AS SHOWN IS FOR DRAWING PURPOSES ONLY. CONTRACTOR SHALL VERIFY THE EXACT LOCATION IN FIELD PRIOR TO THE CONSTRUCTION OF THE PROPOSED UTILITY LINE TO BE CONNECTED. CONTRACTOR SHALL NOTIFY CEI ENGINEERING ASSOCIATES, INC. IF THE DESIGN AS SHOWN IS NOT ACHIEVABLE.
- 76A SAND OIL SEPARATOR (REF. PLUMBING PLANS)
- 76B REF. PLUMBING PLANS FOR CONTINUATION
- 76C SAMPLE PORT (REF. ARCH. PLANS)
- 76D RECLAIMED SYSTEM (REF. PLUMBING PLANS)
- 76E UNDERGROUND ELECTRICAL SERVICE ENTRY (PER ARCH. PLANS) (REF. ELECTRICAL SCHEMATIC PLANS FOR ELECTRICAL SERVICE CONSTRUCTION INFORMATION.)
- 76F UNDERGROUND TELEPHONE SERVICE ENTRY (PER ARCH. PLANS) (REF. TELEPHONE SCHEMATIC PLANS FOR TELEPHONE SERVICE CONSTRUCTION INFORMATION.)
- 76G POINT OF CONNECTION TO BE VERIFIED BETWEEN CIVIL AND ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION OF SANITARY SEWER SYSTEM.
- 76H UNDERGROUND GAS SERVICE ENTRY (PER ARCH. PLANS) (REF. SCHEMATIC PLANS FOR GAS SERVICE CONSTRUCTION INFORMATION.)
- 76K CITY OF CORTEZ APPROVED BACKFLOW PREVENTER

UTILITY DETAILS (REF. DETAIL SHEETS)

- 40C SANITARY SEWER CLEAN-OUT (REF. SHEET C9.1, CONSTRUCTION DETAILS).
- 76A WATER METER AND PIT PER MONTEZUMA WATER COMPANY DETAIL (REF. SHEET C9.3, CONSTRUCTION DETAILS)

DRAWING LOCATION - P:\232000\232372\DRAWINGS\DESIGN\WORKING\232372-LUP-DWG.SAVED BY - ENVARRO

EAST MAIN STREET
110' PUBLIC ROW (PER PLAT)



Know what's below.
Call before you dig.



CEI ENGINEERING ASSOCIATES, INC.
710 W Pinedale Ave
Fresno, CA 93711
PHONE: (559) 447-3119
FAX: (559) 447-3129



CLIENT:
3K1 CONSULTING SERVICES, LLC.
11811 N. TATUM BOULEVARD,
PHOENIX, ARIZONA 85028
PHONE: (602) 850-8101



PLANS PREPARED FOR
QUICK N CLEAN
7291 E. ADOBE DRIVE, SUITE 115
SCOTTSDALE, AZ 85255
PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

QUICK N CLEAN
1511 EAST MAIN STREET
CORTEZ, COLORADO, 81321

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	JSC
CEI PROJECT NUMBER	32372
DATE	4/24/2023
REVISION	REV-2

SITE PLAN
SHEET TITLE
SHEET NUMBER

C3

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF
RAMPS, SLOPED PAVING, BUILDING UTILITY ENTRANCE LOCATIONS AND
PRECISE BUILDING DIMENSIONS.

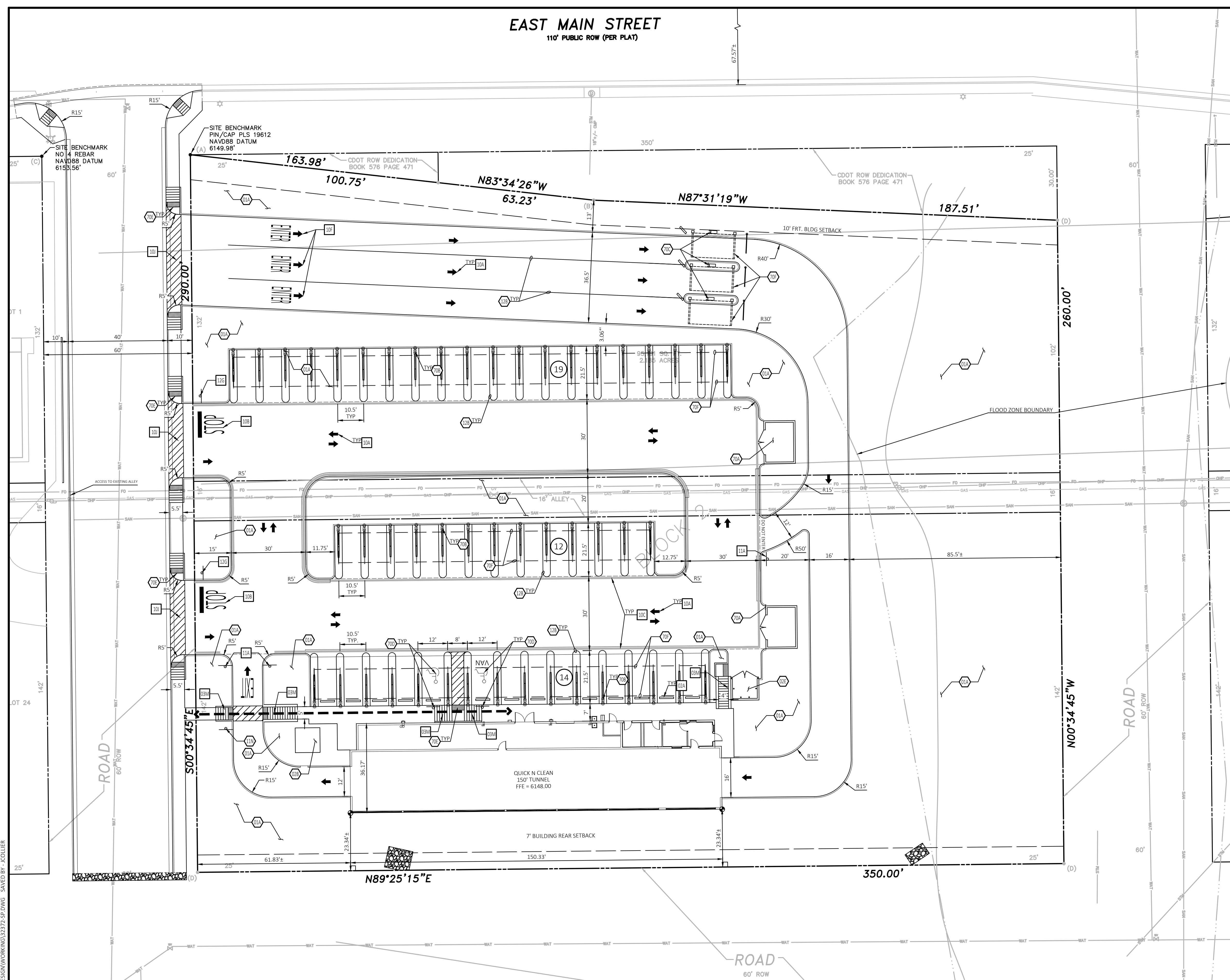
PROJECT INFORMATION	
PROJECT NAME:	QUICK N CLEAN
PROJECT ADDRESS:	1511 EAST MAIN STREET, CORTEZ, COLORADO
PROJECT DESCRIPTION:	DEVELOPMENT OF A FREE-STANDING EXPRESS CAR WASH BUILDING WITH ASSOCIATED VACUUM AND PAY STATION CANOPIES.
SITE INFORMATION	
EXISTING PROPERTY:	2.19± AC. / 95,191± S.F.
PROPOSED R/W DEDICATION:	N/A
PROPOSED PROPERTY:	2.19± AC. / 95,191± S.F.
BUILDING AREA:	5,380± S.F.
LANDSCAPE AREA (ONSITE):	0.94± AC. / 40,992± S.F.
SITE LANDSCAPE RATIO:	43.06% (10% REQUIRED)
ZONING INFORMATION	
JURISDICTION:	CITY OF CORTEZ, COLORADO
EXISTING ZONING:	C-COMMERCIAL HIGHWAY DISTRICT
PROPOSED ZONING:	C-COMMERCIAL HIGHWAY DISTRICT
MAX. BUILDING HEIGHT ALLOWED:	50'-0"
PROPOSED BUILDING HEIGHT:	28'-9"
SETBACKS:	BUILDING: FRONT YARD: 10 FT SIDE YARD: 0 FT REAR YARD: 7 FT LANDSCAPE: FRONT YARD: 0 FT SIDE YARD: 0 FT REAR YARD: 0 FT
PARKING REQUIREMENTS	
PARKING REQUIRED:	CAR WASH: 1 SPACE PER 300 SQ. FT.
PARKING PROVIDED:	STANDARD: 43 ACCESSIBLE: 2 TOTAL PARKING: 45
BICYCLE PARKING REQUIRED:	TBD
BICYCLE PARKING PROVIDED:	TBD

EXISTING LEGEND	
	LIGHT POLE
	FIRE HYDRANT
	UTILITY POLE
	SANITARY SEWER MAHOLE
	STORM SEWER MANHOLE
	WATER VALVE
	GAS VALVE
	WATER METER
	OVERHEAD UTILITY LINES
	UNDERGROUND GAS LINES
	UNDERGROUND SANITARY SEWER LINES
	UNDERGROUND STORM SEWER LINES
	UNDERGROUND FIBER OPTIC LINE
	UNDERGROUND WATER LINES
	(A) FND PIN/CAP PLS 19612
	(B) FND PIN/CAP PLS ILLEGIBLE
	(C) FND NO 4 REBAR
	(D) SET PIN/CAP PLS 14142
	ZONE AE LIMITS BY ELEVATIONS
	ZONE AE LIMITS BY SCALING GRAPHIC
AE CROSS SECTIONS SCALED FROM FIRMETTE OVERLAY	

PROPOSED LEGEND	
	PROPERTY LINE/RIGHT OF WAY LINE
	CONCRETE CURB AND GUTTER. SEE DETAIL 01A/01B (REF. SHEET C9 - DETAIL SHEET).
	BUILDING CONTROL POINT
	PROPOSED PARKING SPACES
	PEDESTRIAN PATH OF TRAVEL

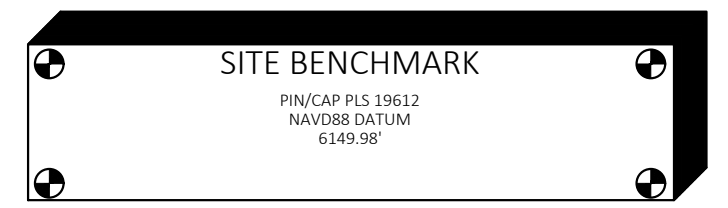
GENERAL SITE NOTES

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RETURN RADII SHALL BE 2' OR 10', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F (REF. SHEET C9 - DETAIL SHEET).

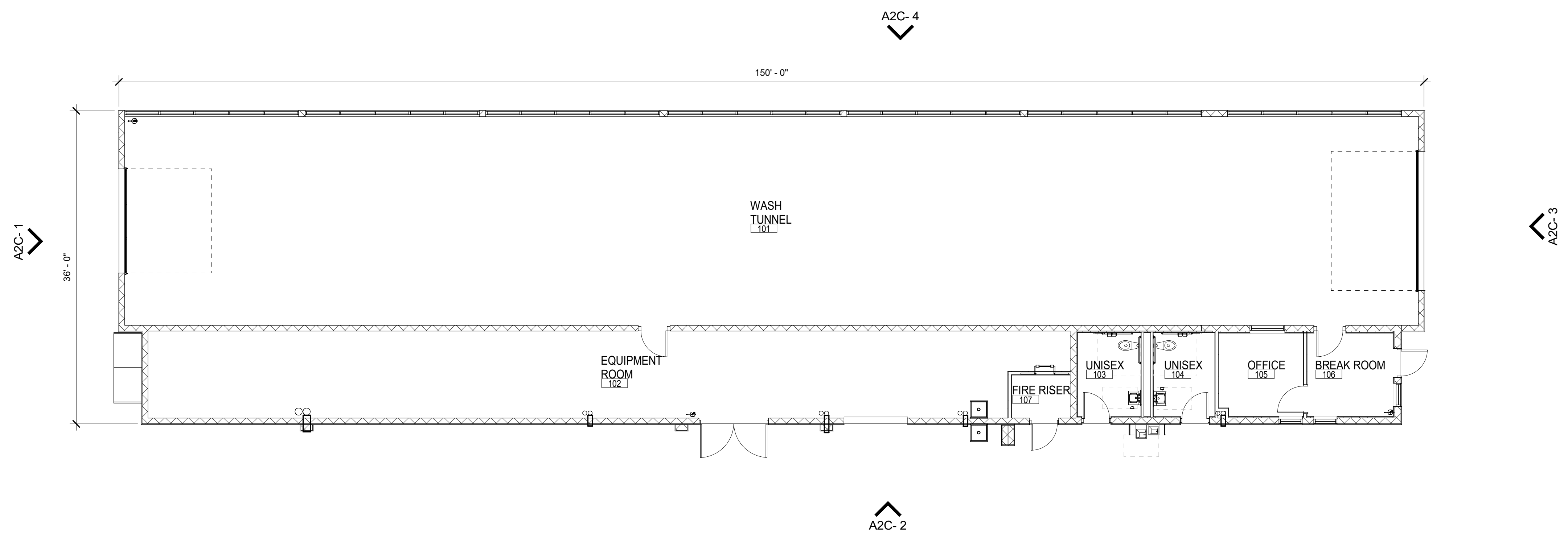


SITE DETAILS	
02A	PRECAST CONCRETE WHEEL STOP (REF. SHEET C9 - DETAIL SHEET).
03M	WHEELCHAIR RAMP IN SIDEWALK (REF. SHEET C9 - DETAIL SHEET).
10A	TRAFFIC FLOW ARROW (REF. SHEET C9 - DETAIL SHEET).
10B	STOP BAR (REF. SHEET C9 - DETAIL SHEET).
10C	FIRE LANE MARKING (REF. SHEET C9 - DETAIL SHEET).
10F	ENTER PAVEMENT MARKING WITH ARROW (REF. SHEET C9 - DETAIL SHEET).
10G	EXIT PAVEMENT MARKING WITH ARROW (REF. SHEET C9 - DETAIL SHEET).
10I	CROSSWALK MARKING (REF. SHEET C9 - DETAIL SHEET).
11A	DO NOT ENTER SIGN (REF. SHEET C9 - DETAIL SHEET).
11N	PEDESTRIAN CROSSING SIGN (REF. SHEET C9 - DETAIL SHEET).
12G	STOP SIGN (REF. SHEET C9 - DETAIL SHEET).

SITE NOTES	
01A	SEEDED GREEN AREA.
02B	TRANSFORMER PAD (PER ELEC. CO. AND/OR ARCH. PLANS).
02E	TRASH DUMPSTER ENCLOSURE (PER ARCH. PLANS).
12B	4 INCH TRAFFIC YELLOW ALIGNMENT STRIPES (TYP.).
70A	"VACUTECH" VACUUM ENCLOSURE. REF. ARCHITECTURAL PLANS VACUUM CANOPY BY OTHERS AND SHOWN ON THIS PLAN FOR REFERENCE. REFER TO VENDOR PLANS FOR FINAL PLACEMENT AND INSTALL REQUIREMENTS.
70B	"VACUTECH" VACUUM. REFER TO VENDOR PLANS FOR FINAL PLACEMENT AND INSTALL REQUIREMENTS
70C	PAY STATION (REF ARCH. PLANS.)
70D	ACCESSIBLE PARKING STALL, ISA SYMBOL AND SIGNAGE (PER ARCH. PLANS)
70E	TWO (2) FOOT DETECTABLE WARNING
70F	"VACUTECH" SHADE CLOTH CANOPY. REF. ARCHITECTURAL PLANS VACUUM CANOPY BY OTHERS AND SHOWN ON THIS PLAN FOR REFERENCE. REFER TO VENDOR PLANS FOR FINAL PLACEMENT AND INSTALL REQUIREMENTS.
70G	ROLL BACK CURB SEGMENT TO RETAIN VEHICULAR ACCESS FOR ALLEY (PER CITY OF CORTEZ STANDARDS)

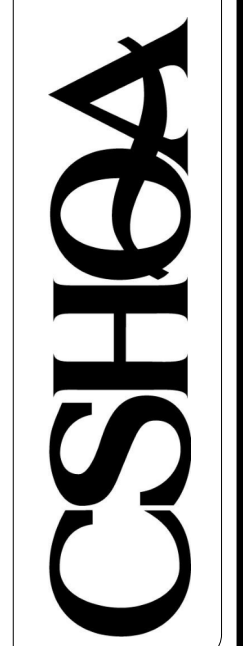


DRAWING LOCATION: P:\32000\32372\DRAWINGS\DESIGN\WORKING\32372-SP.DWG, SAVED BY: SCOLLIER



1 FLOOR PLAN
 1/8" = 1'-0"

QUICK N CLEAN CAR WASH
 1511 EAST MAIN STREET
 CORTEZ, CO 81321



2686 S COLORADO BLVD, SUITE 525
 DENVER, CO 80222
 (303) 962-9764
 www.cshoa.com

JESSE GOLDMAN, ARCHITECT
 2686 S COLORADO BLVD, SUITE 525
 DENVER, CO 80222
 (303) 962-9764

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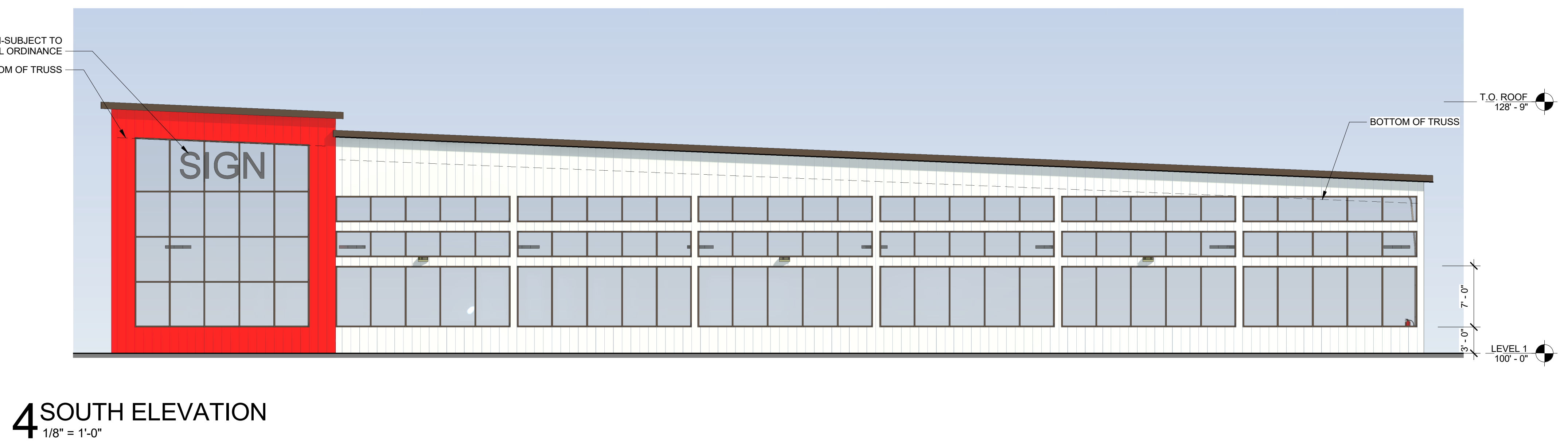
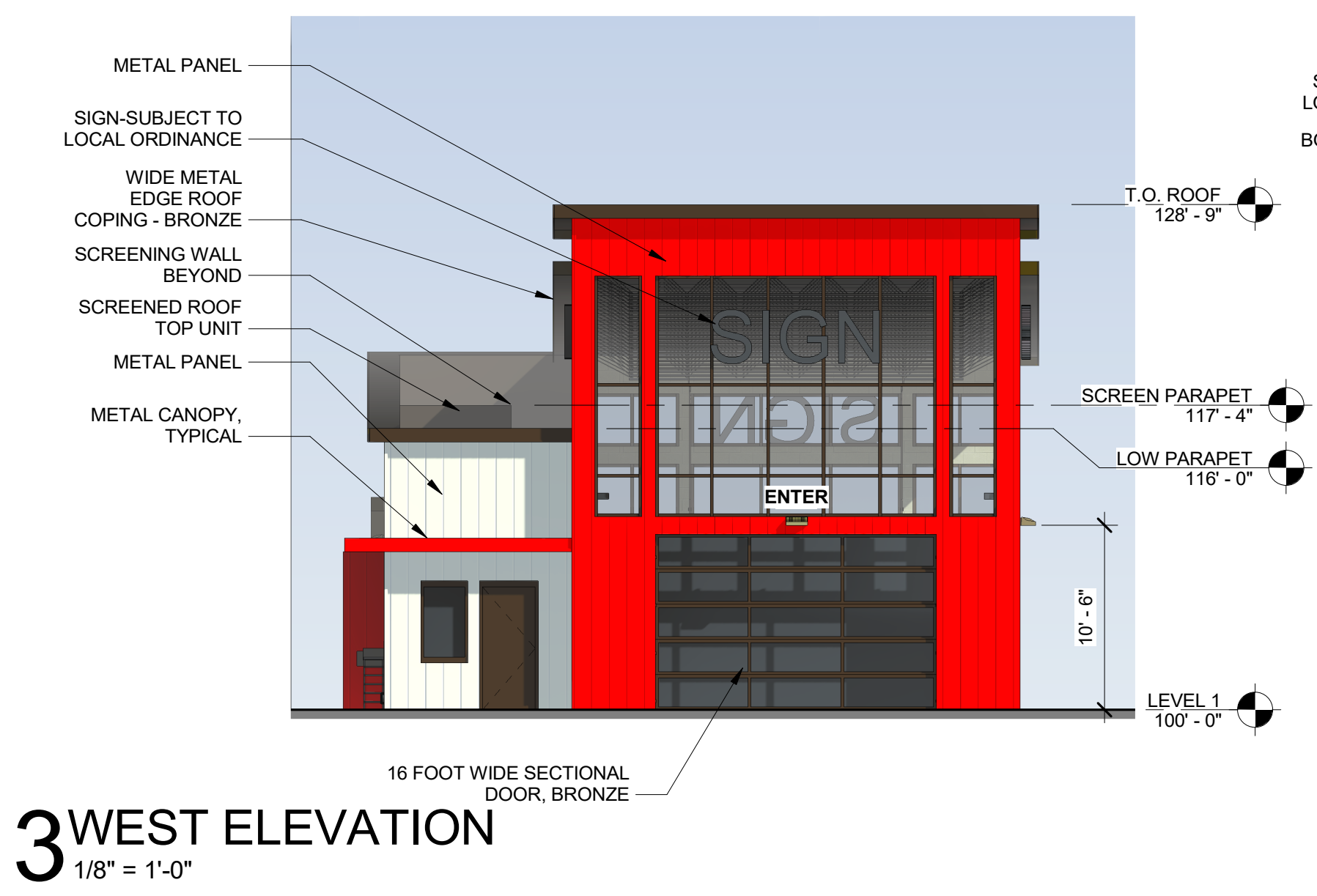
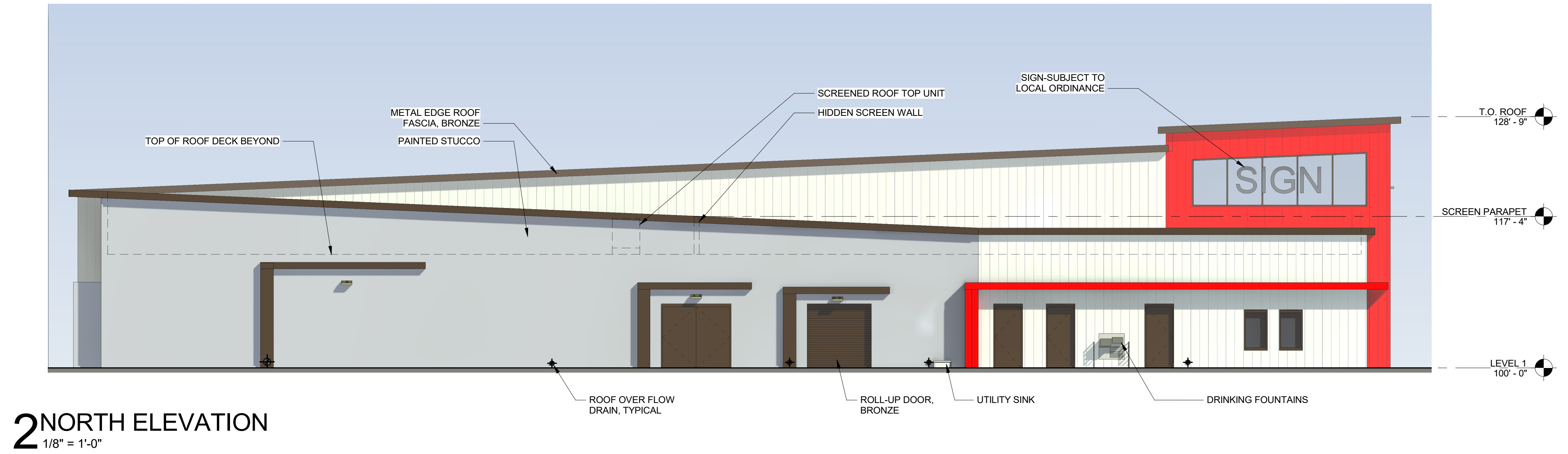
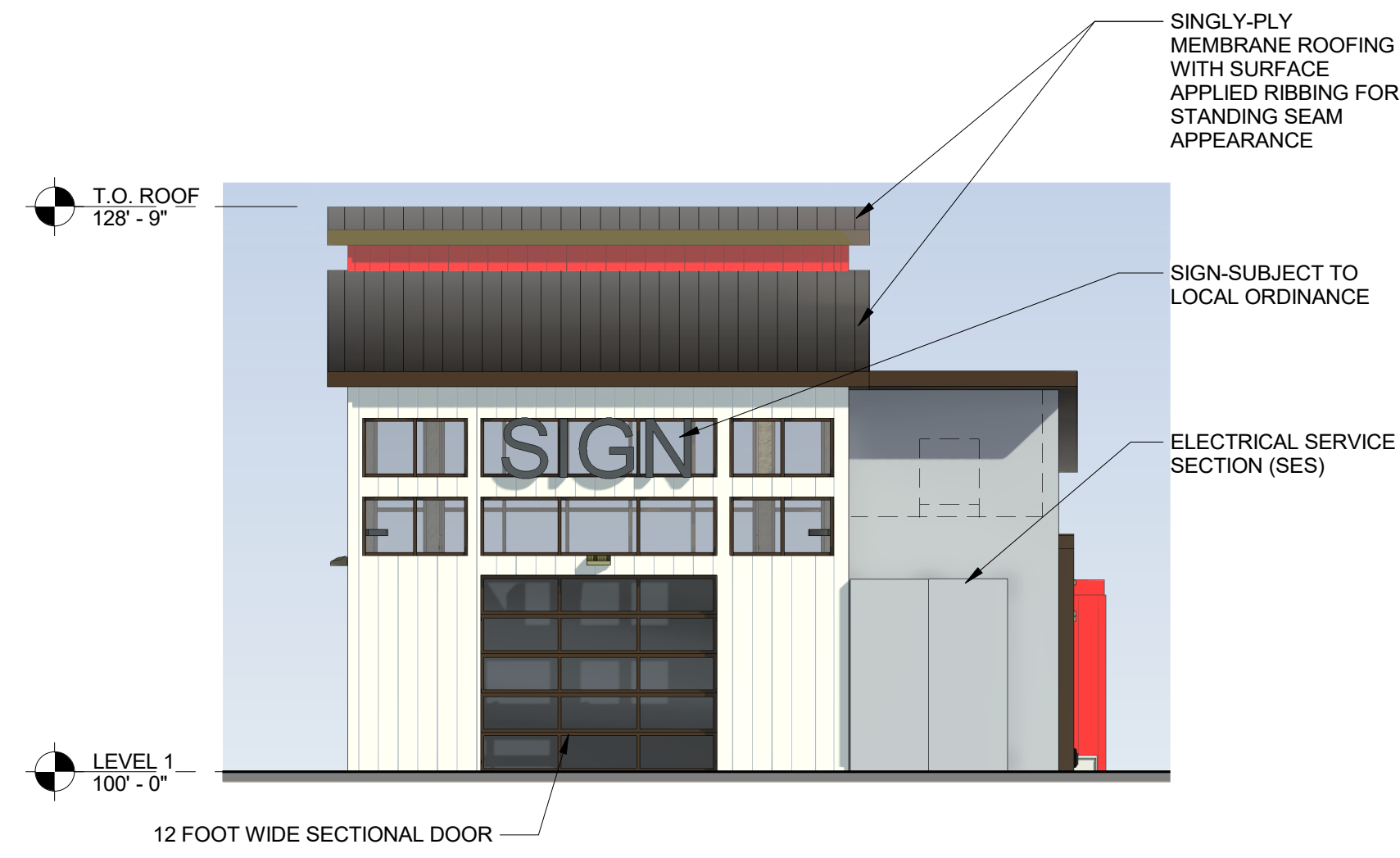
**SCHEMATIC
 DESIGN**

PROJECT 22075.000	DATE 04-29-2022
DRAWN WRS	CHECKED MES

REVISED

SHEET TITLE
FLOOR PLAN

SHEET
A1C
 ORIGINAL SHEET SIZE
 24" x 36"



MATERIALS AND FINISHES

STUCCO FIELD COLOR	BENJAMIN MOORE - SMOKE EMBERS 1466
EXTERIOR DOORS AND TRIM	MEDIUM BRONZE
VERTICAL METAL PANEL AND TRIM	BENJAMIN MOORE - RUBY RED 2001-10
VERTICAL METAL PANEL FIELD COLOR	WHITE

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JESSE GOLDMAN, ARCHITECT
2686 S COLORADO BLVD, SUITE 525
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(303) 962-9164

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CSHQA

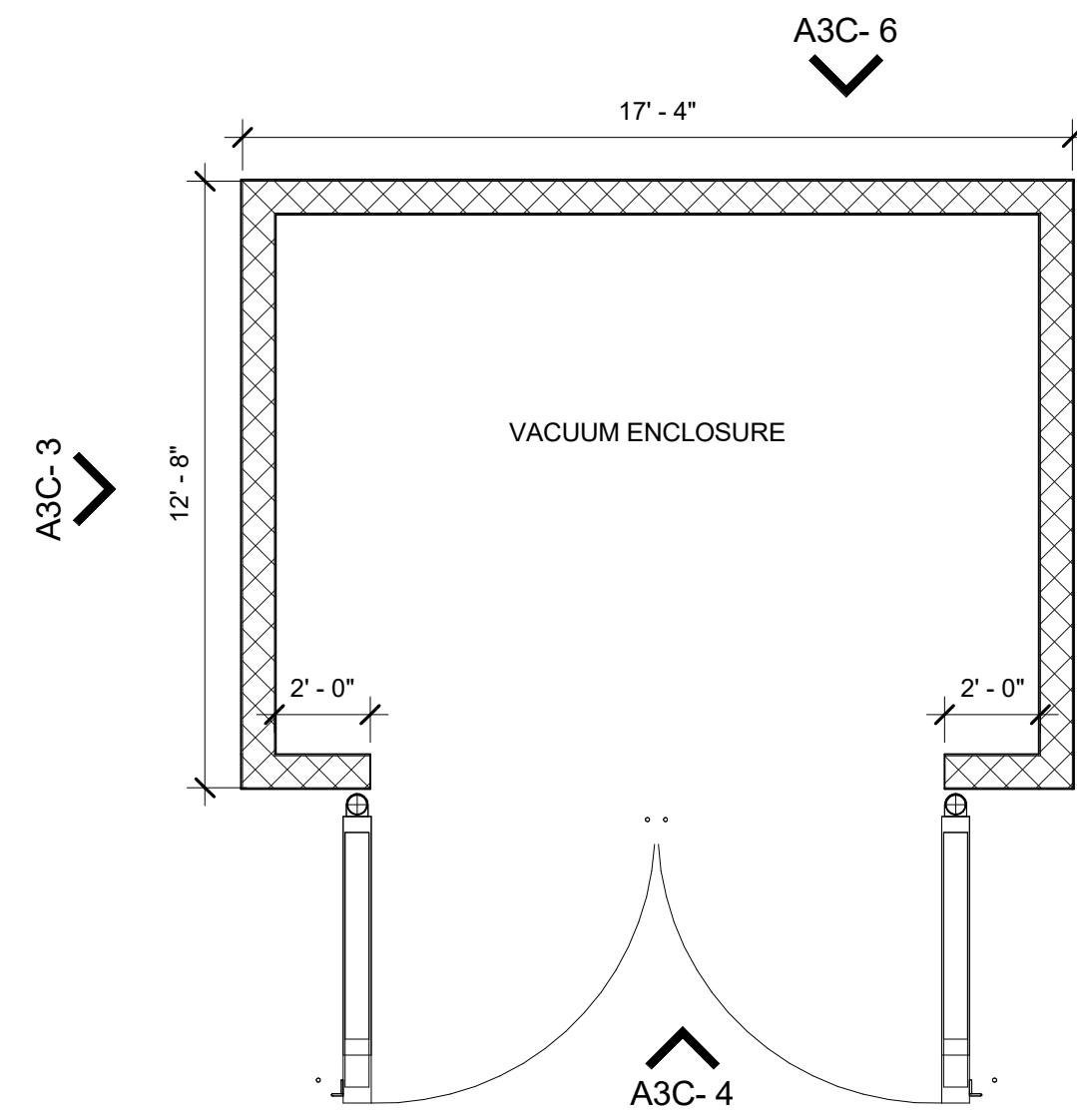
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DESIGN**

PROJECT 22075.000	DATE 04-29-2022
DRAWN RJ	CHECKED MES

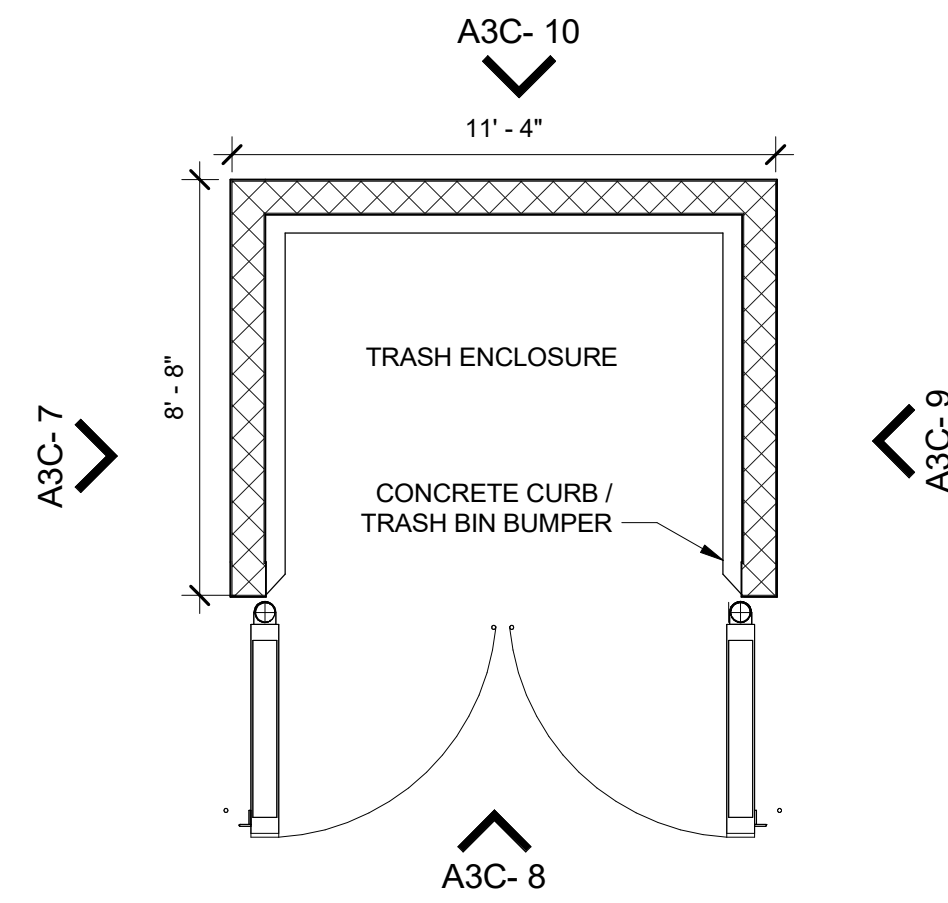
REVISED

SHEET TITLE
**BUILDING
ELEVATIONS**

SHEET
A2C
ORIGINAL SHEET SIZE
24" x 36"







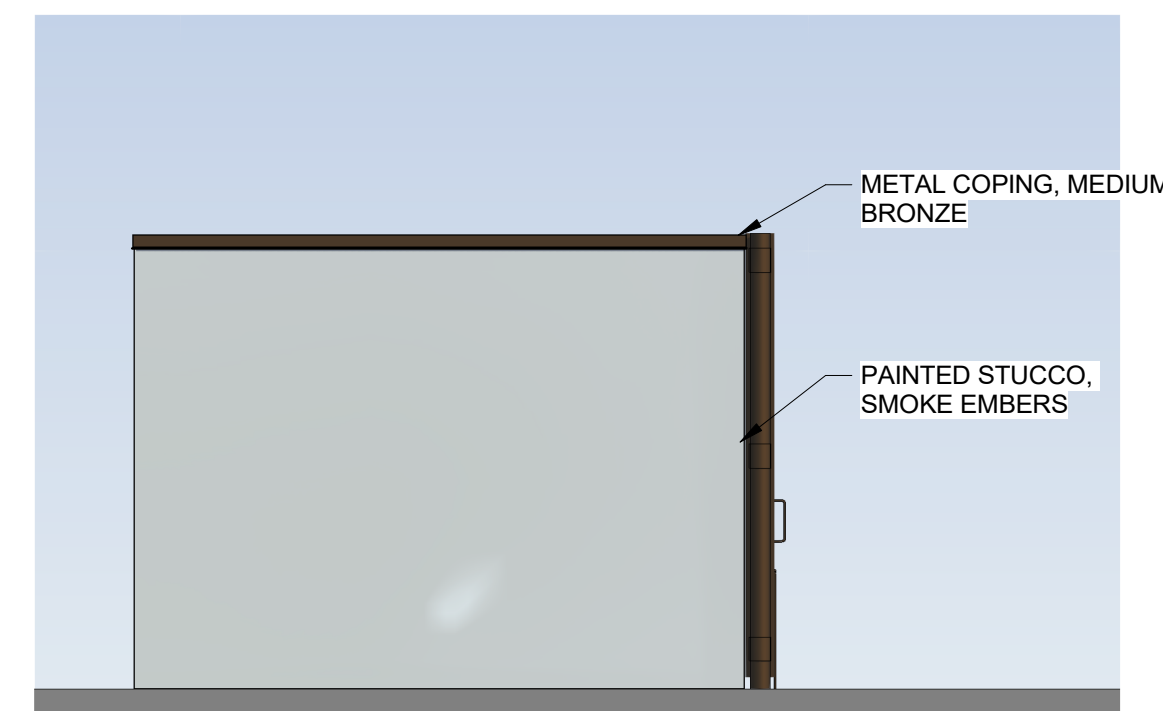
1 VACUUM ENCLOSURE PLAN
1/4" = 1'-0"



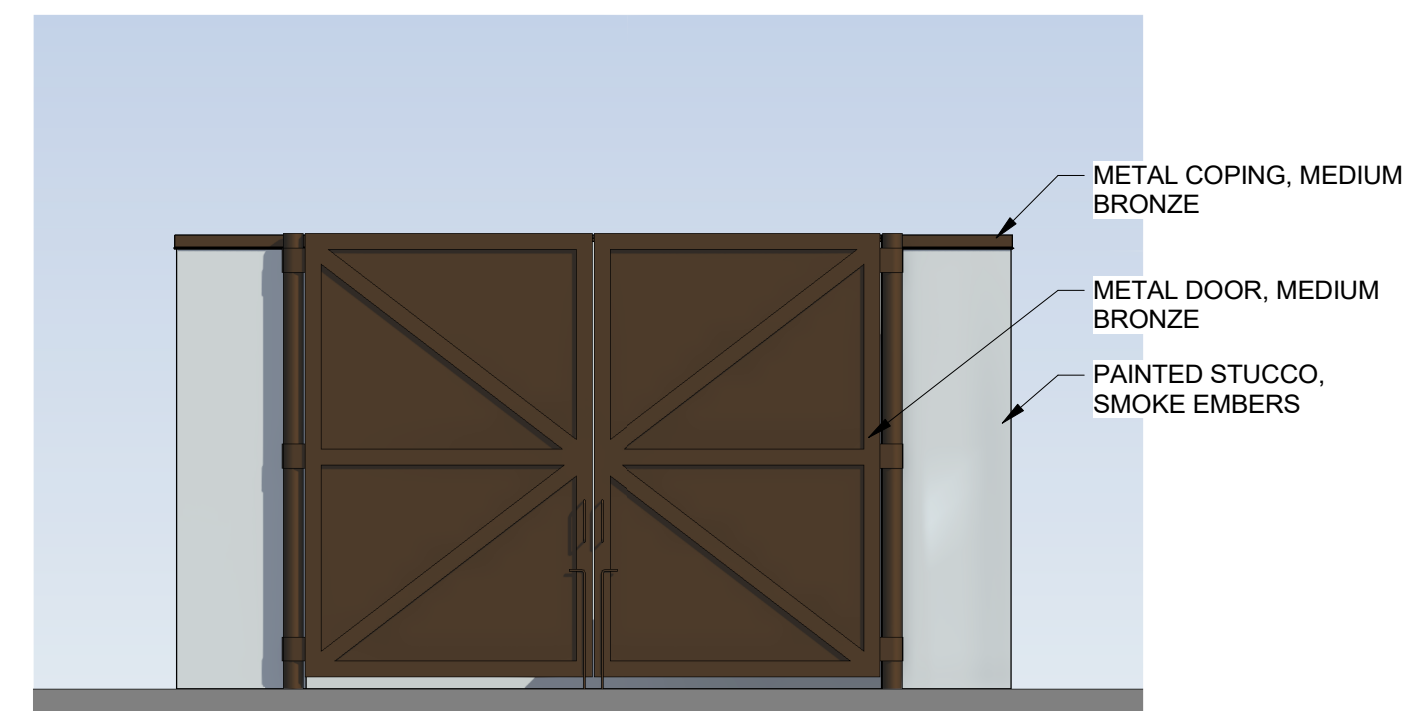
2 TRASH ENCLOSURE PLAN
1/4" = 1'-0"

MATERIALS AND FINISHES

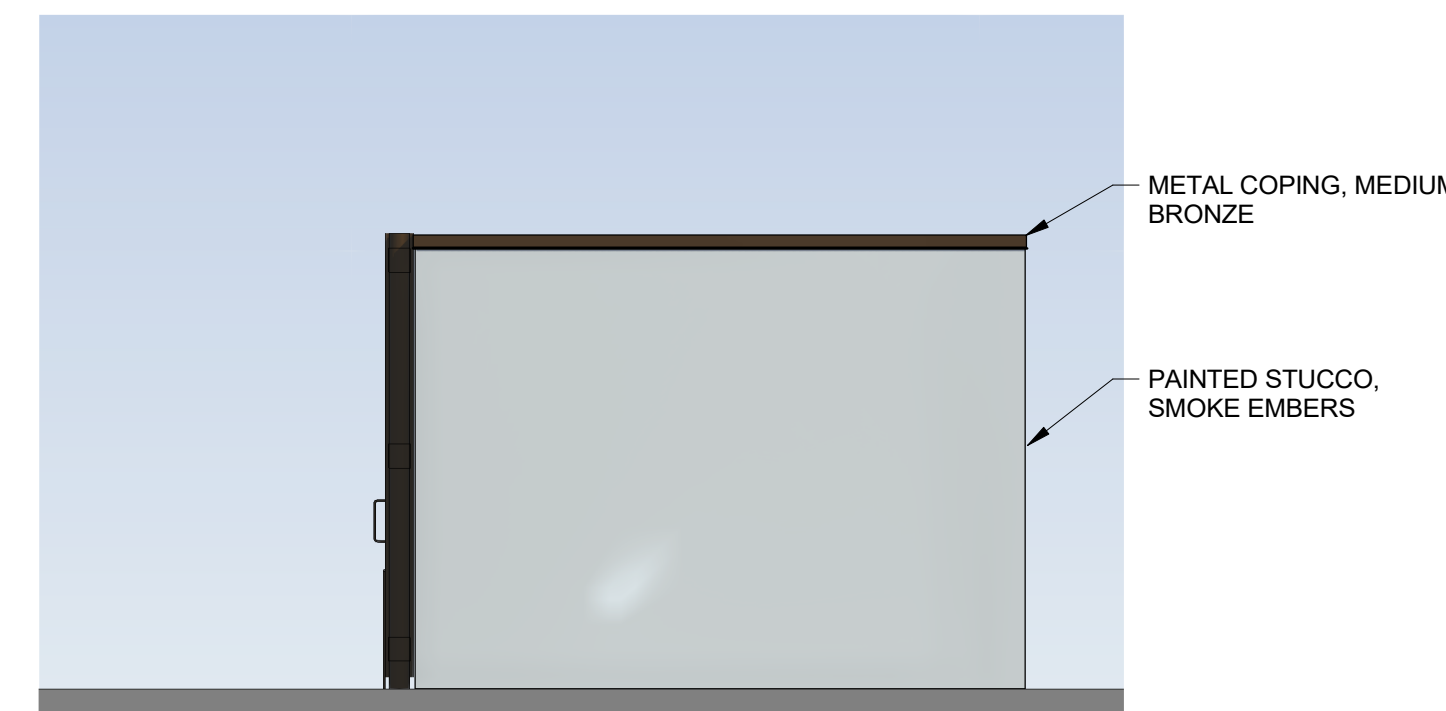
	STUCCO FIELD COLOR	BENJAMIN MOORE - SMOKE EMBERS 1466
	EXTERIOR DOORS AND TRIM	MEDIUM BRONZE
	VERTICAL METAL PANEL AND TRIM	BENJAMIN MOORE - RUBY RED 2001-10
	VERTICAL METAL PANEL FIELD COLOR	WHITE



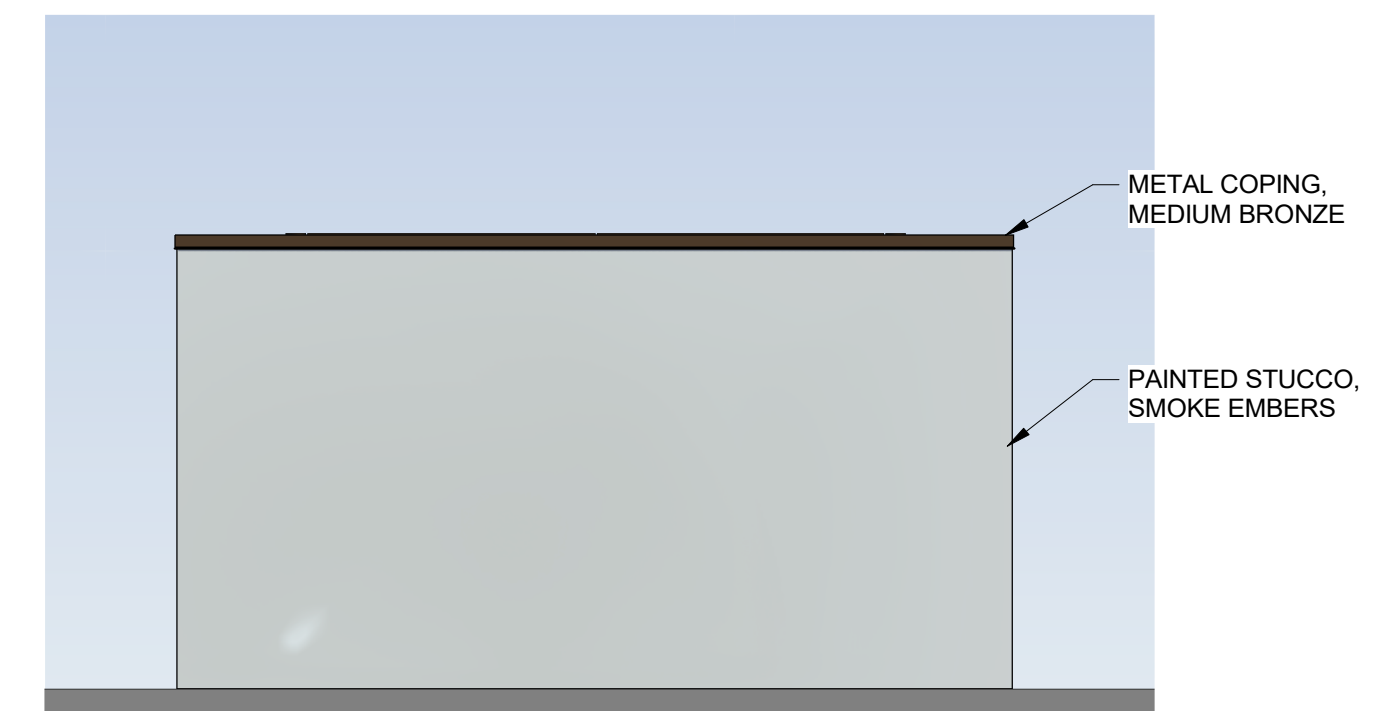
3 VACUUM ENCLOSURE LEFT ELEVATION
1/4" = 1'-0"



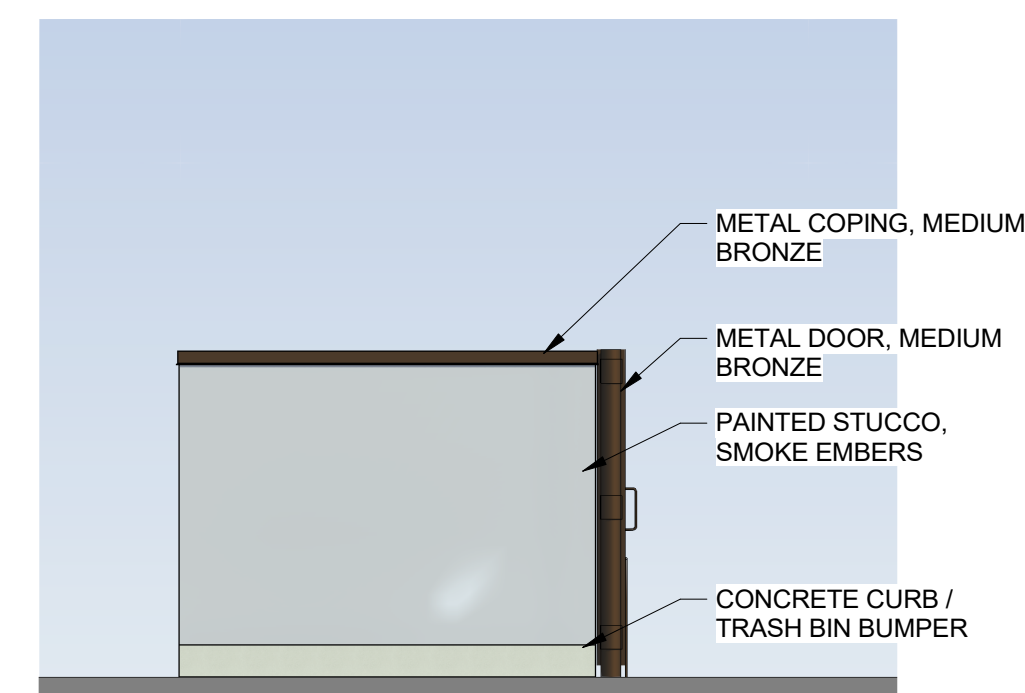
4 VACUUM ENCLOSURE FRONT ELEVATION
1/4" = 1'-0"



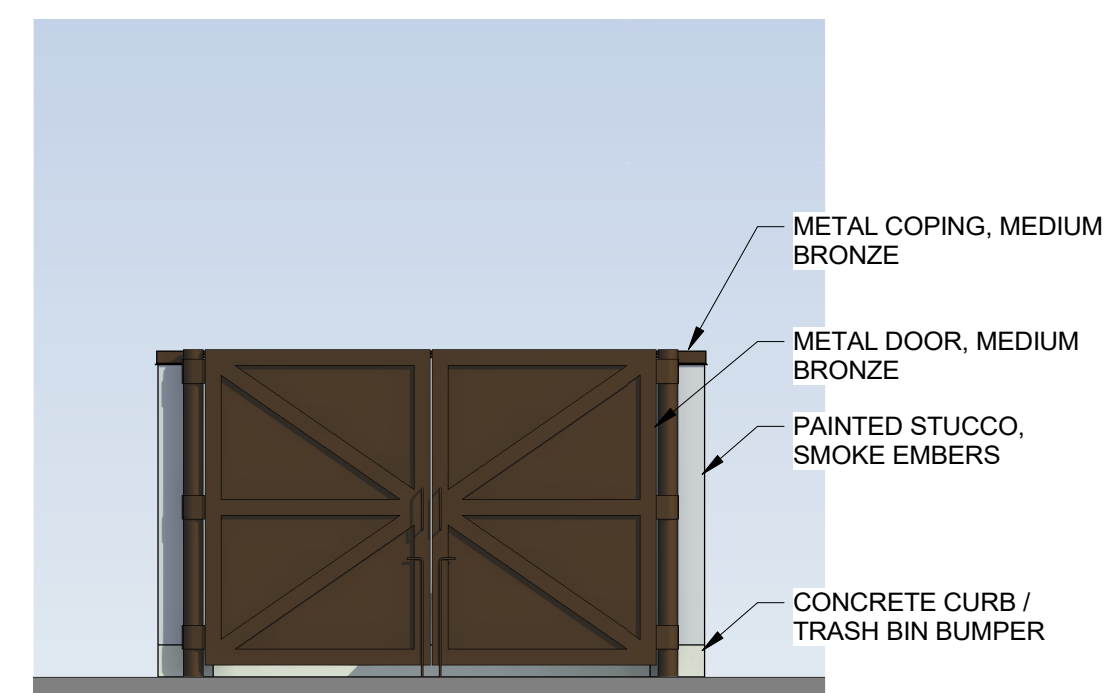
5 VACUUM ENCLOSURE RIGHT ELEVATION
1/4" = 1'-0"



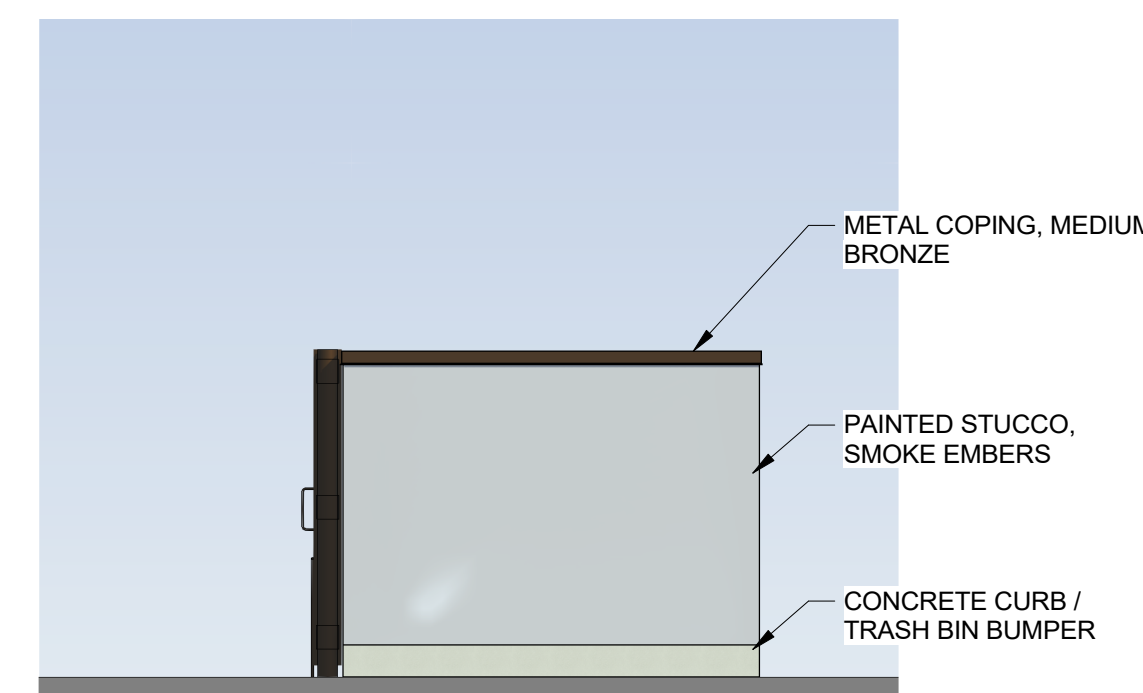
6 VACUUM ENCLOSURE REAR ELEVATION
1/4" = 1'-0"



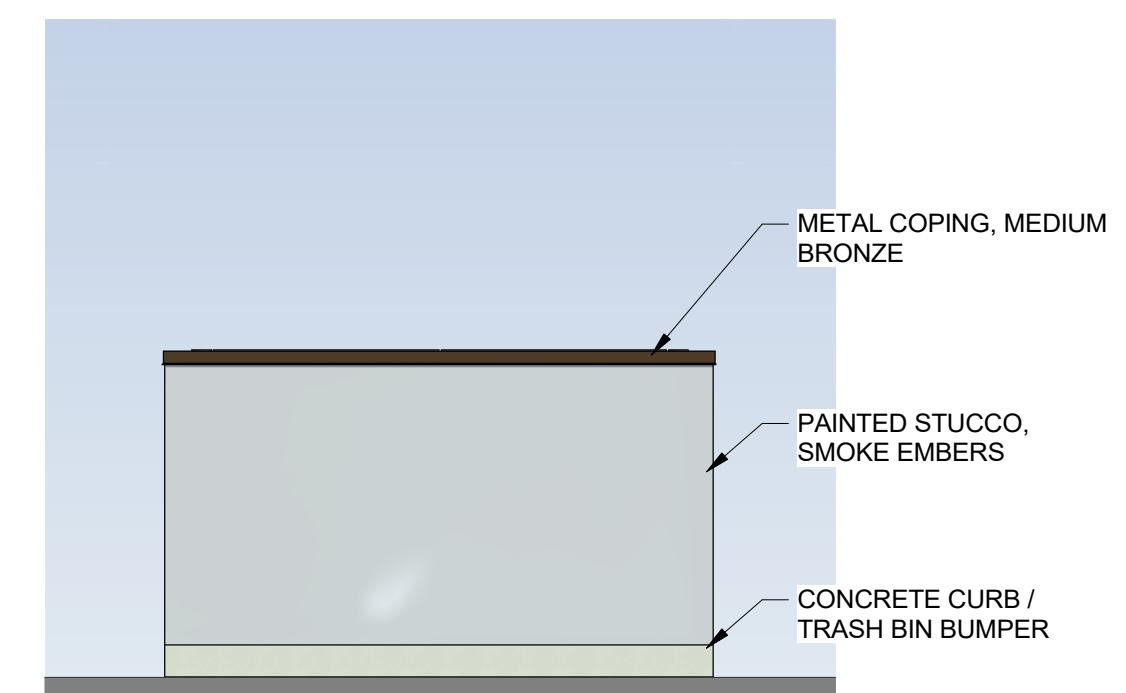
7 TRASH LEFT ELEVATION
1/4" = 1'-0"



8 TRASH FRONT ELEVATION
1/4" = 1'-0"



9 TRASH RIGHT ELEVATION
1/4" = 1'-0"



10 TRASH REAR ELEVATION
1/4" = 1'-0"

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JESSE GOLDMAN, ARCHITECT
2686 S COLORADO BLVD, SUITE 525
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QUICK N CLEAN CAR WASH
CORTEZ, CO 81321
1511 EAST MAIN STREET

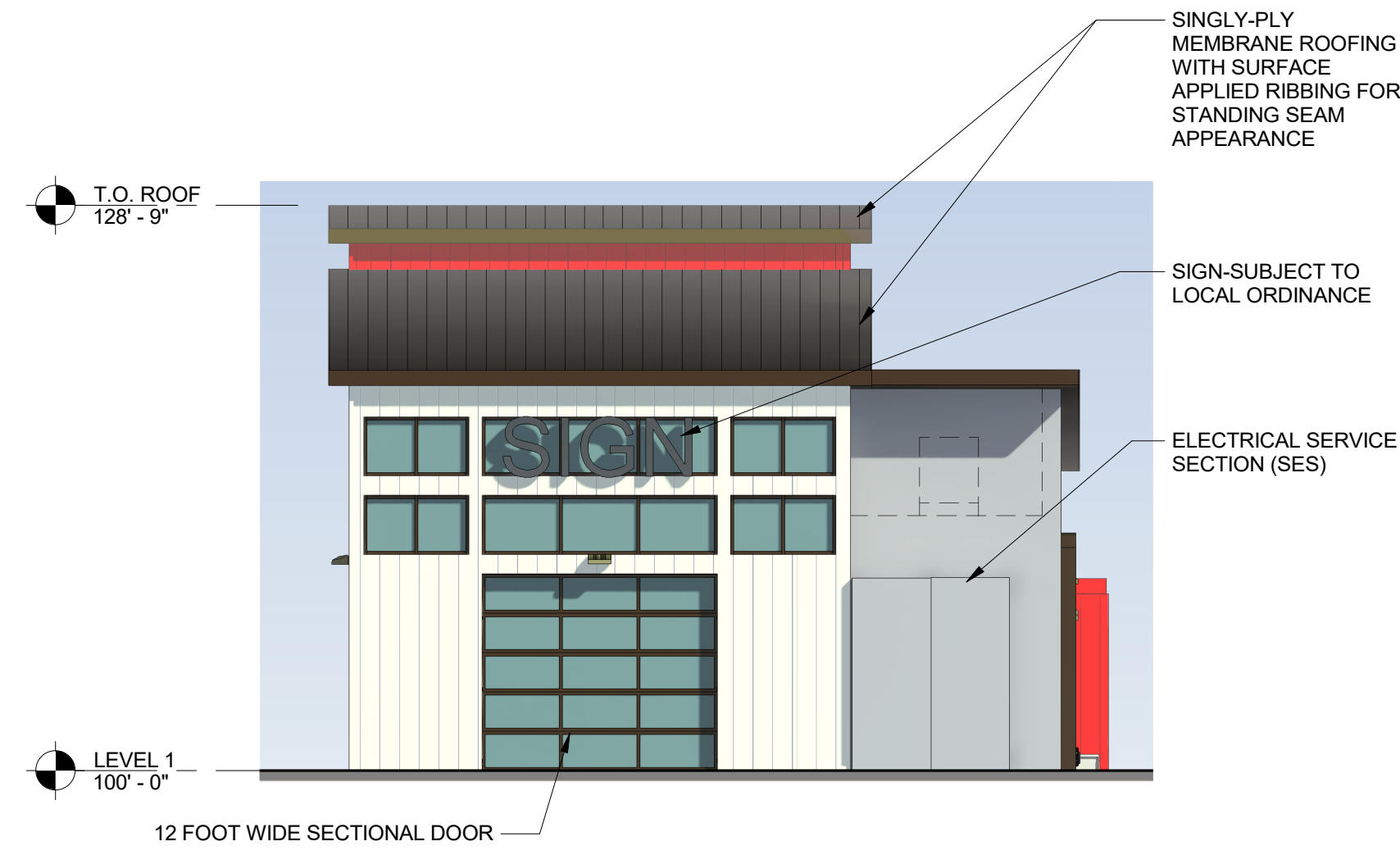
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DESIGN**

PROJECT 22075.000	DATE 04-29-2022
DRAWN RJ	CHECKED Checker
REVISED	

SHEET TITLE
ENCLOSURES

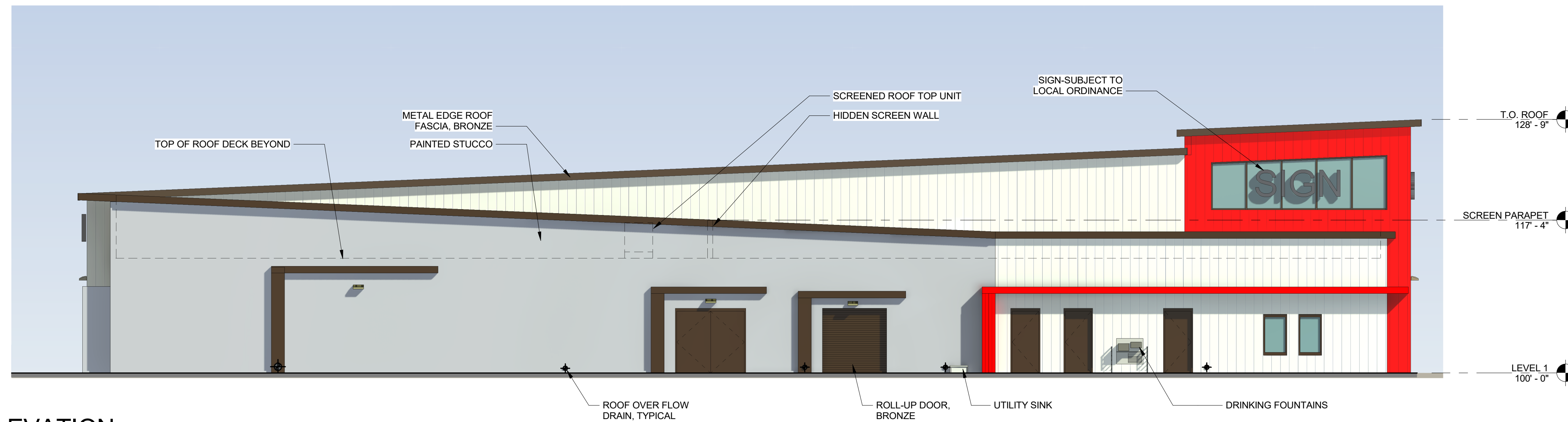
SHEET
A3C
ORIGINAL SHEET SIZE
24" x 36"



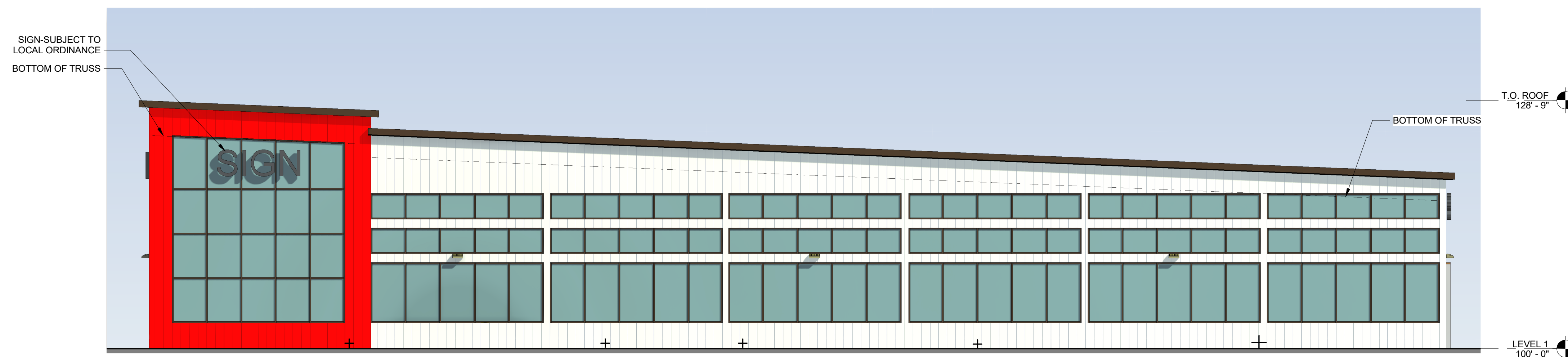
1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



4 SOUTH ELEVATION
1/8" = 1'-0"

MATERIALS AND FINISHES

	STUCCO FIELD COLOR	BENJAMIN MOORE - SMOKE EMBERS 1466
	EXTERIOR DOORS AND TRIM	MEDIUM BRONZE
	VERTICAL METAL PANEL AND TRIM	BENJAMIN MOORE - RUBY RED 2001-10
	VERTICAL METAL PANEL FIELD COLOR	WHITE

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2686 S COLORADO BLVD, SUITE 525
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CSHQA

SCHEMATIC DESIGN

PROJECT 22075.000	DATE 11-02-2022
DRAWN PP	CHECKED WS

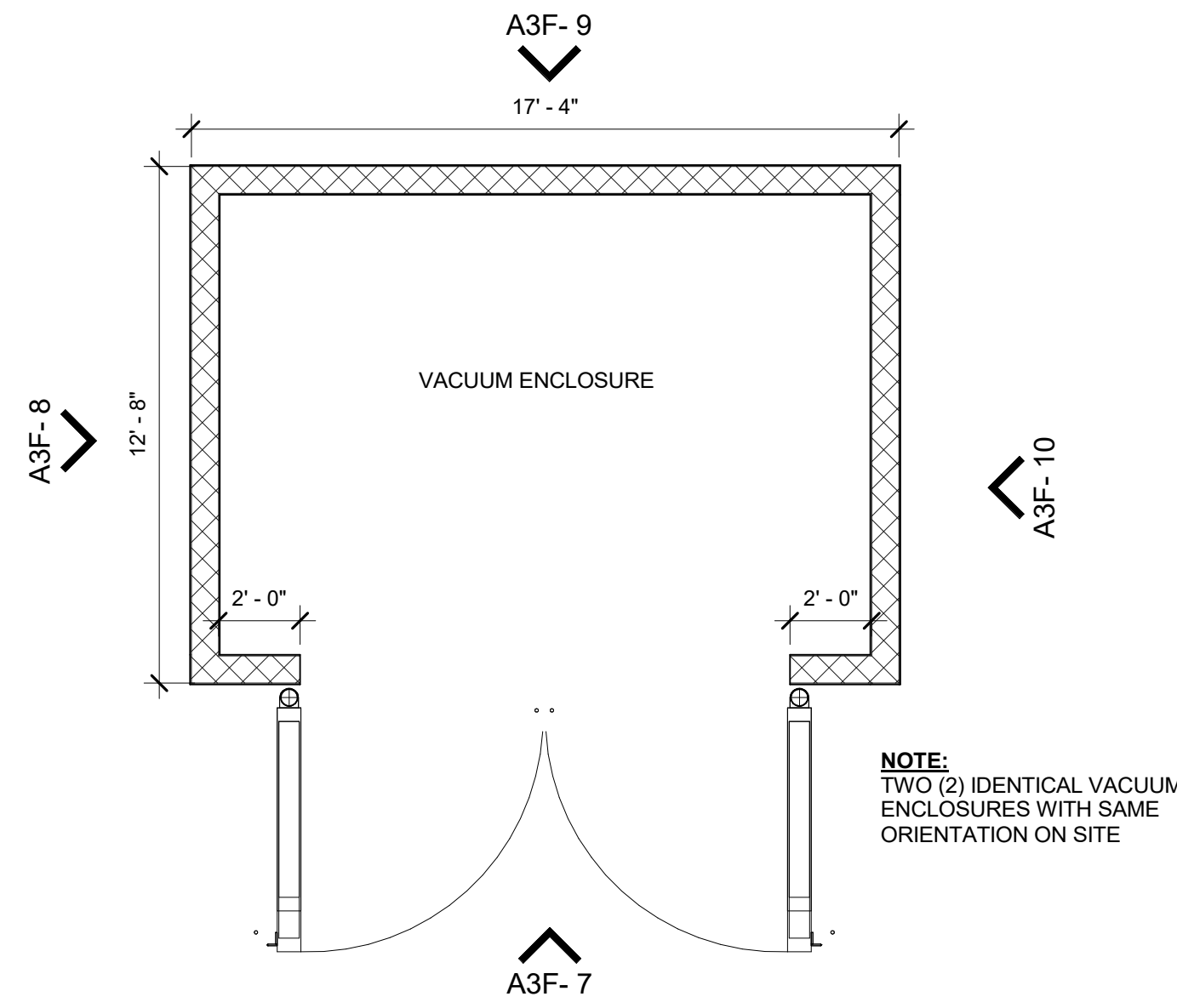
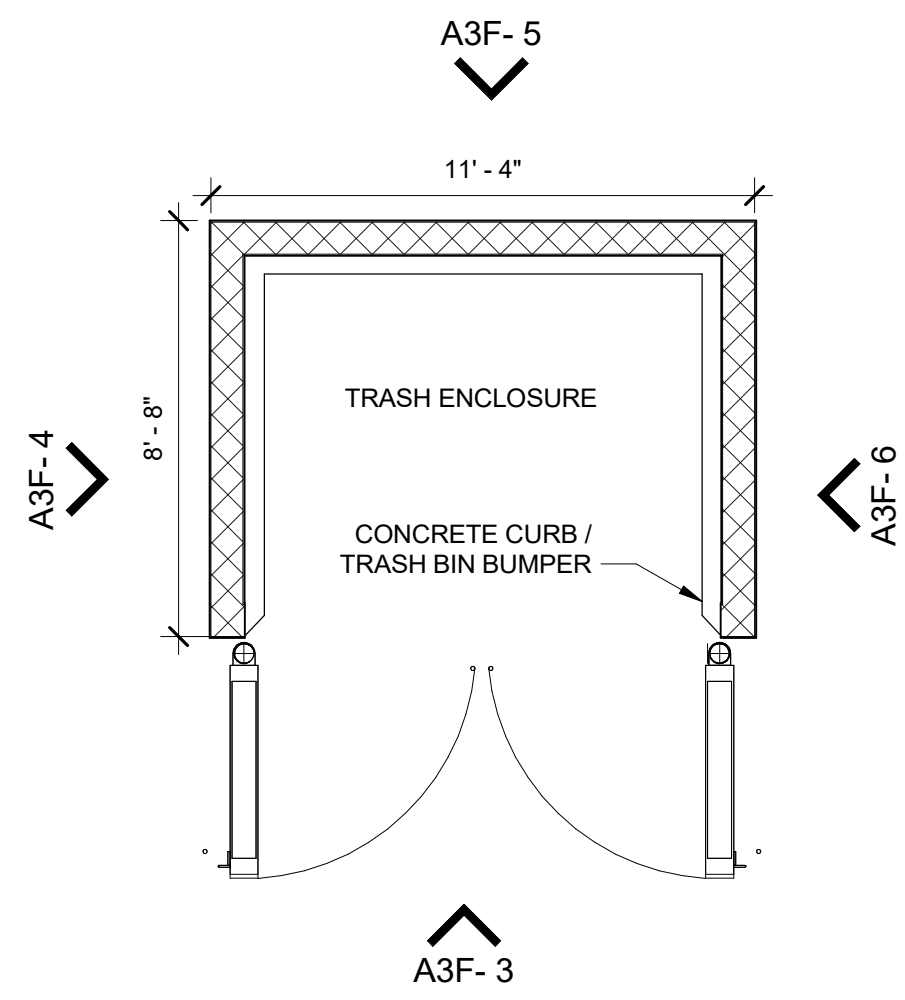
REVISED

SHEET TITLE
BUILDING ELEVATIONS

SHEET

A2F

ORIGINAL SHEET SIZE
24" x 36"

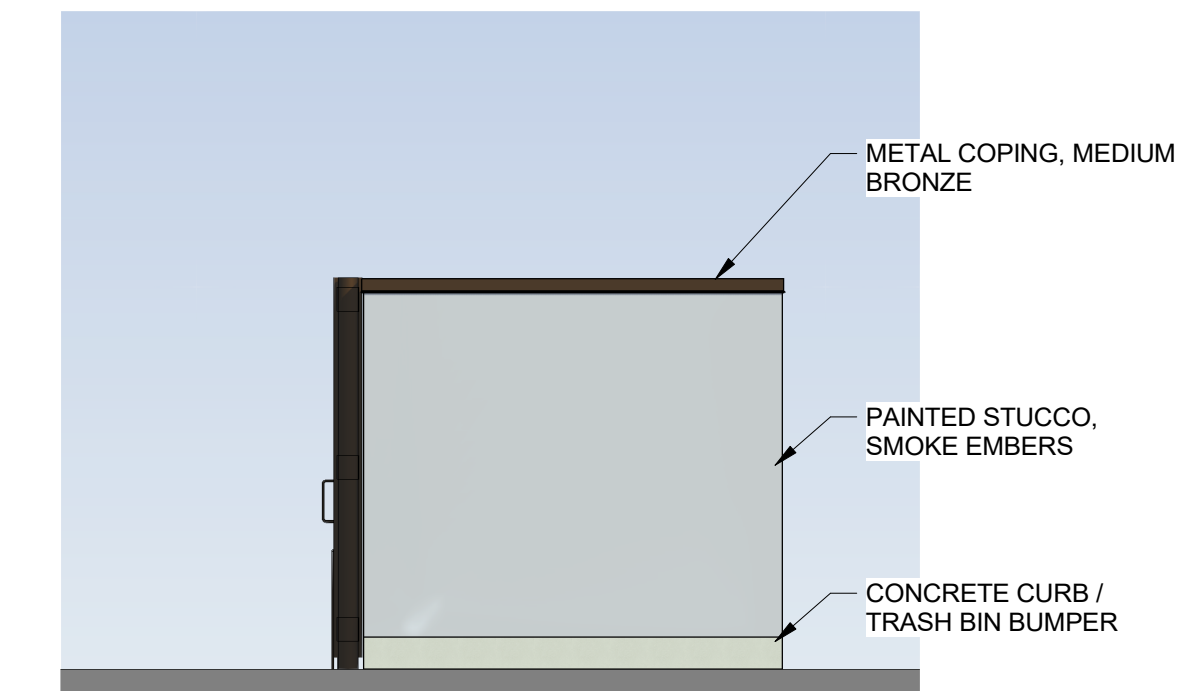
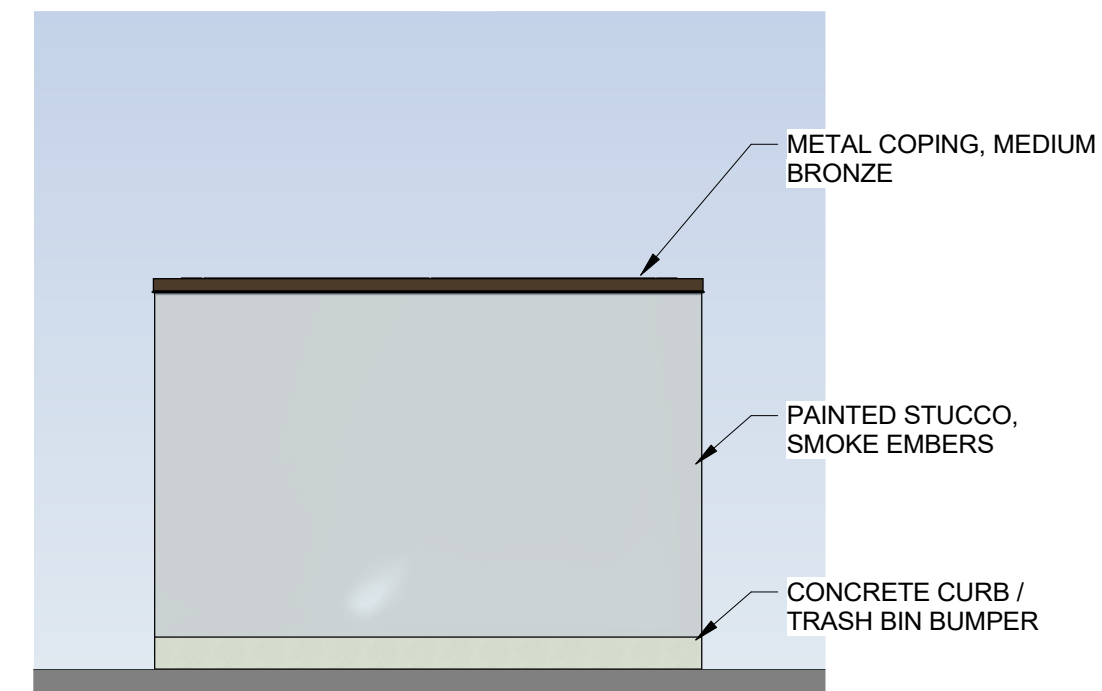
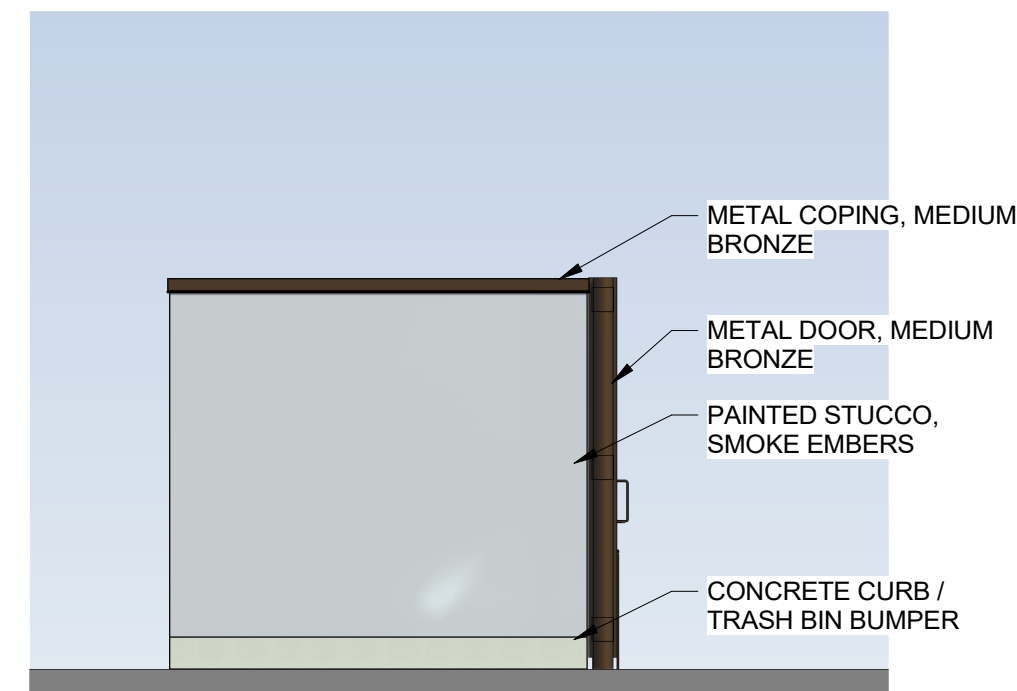
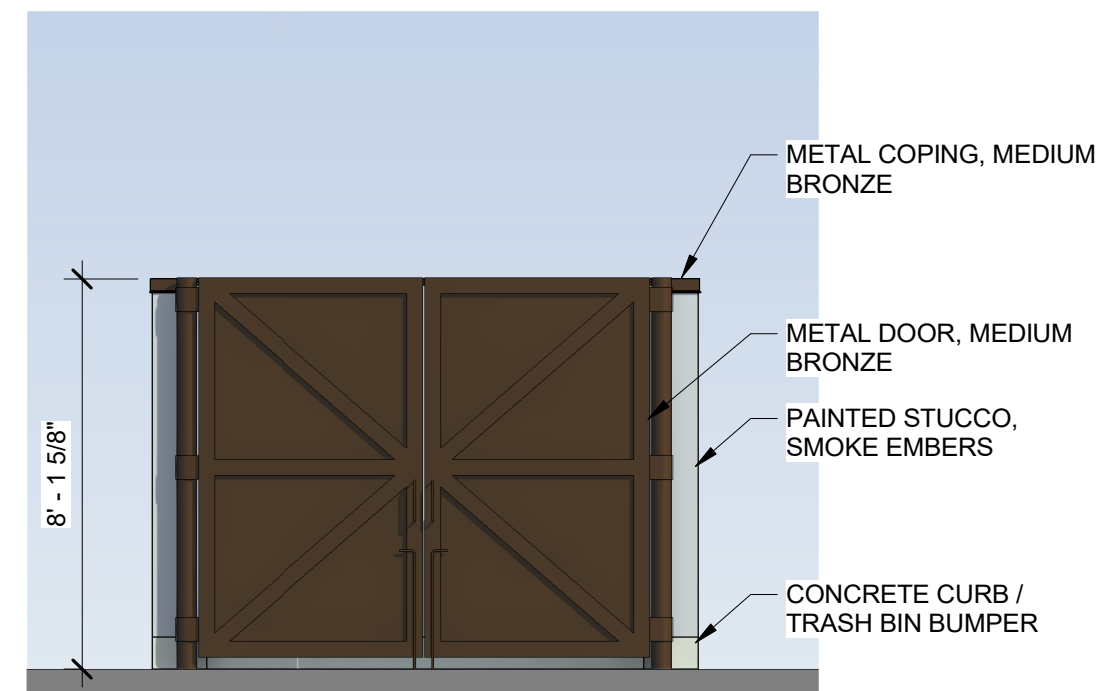


MATERIALS AND FINISHES

	STUCCO FIELD COLOR	BENJAMIN MOORE - SMOKE EMBERS 1466
	EXTERIOR DOORS AND TRIM	MEDIUM BRONZE
	VERTICAL METAL PANEL AND TRIM	BENJAMIN MOORE - RUBY RED 2001-10
	VERTICAL METAL PANEL FIELD COLOR	WHITE

1 TRASH ENCLOSURE PLAN
1/4" = 1'-0"

2 VACUUM ENCLOSURE PLAN
1/4" = 1'-0"

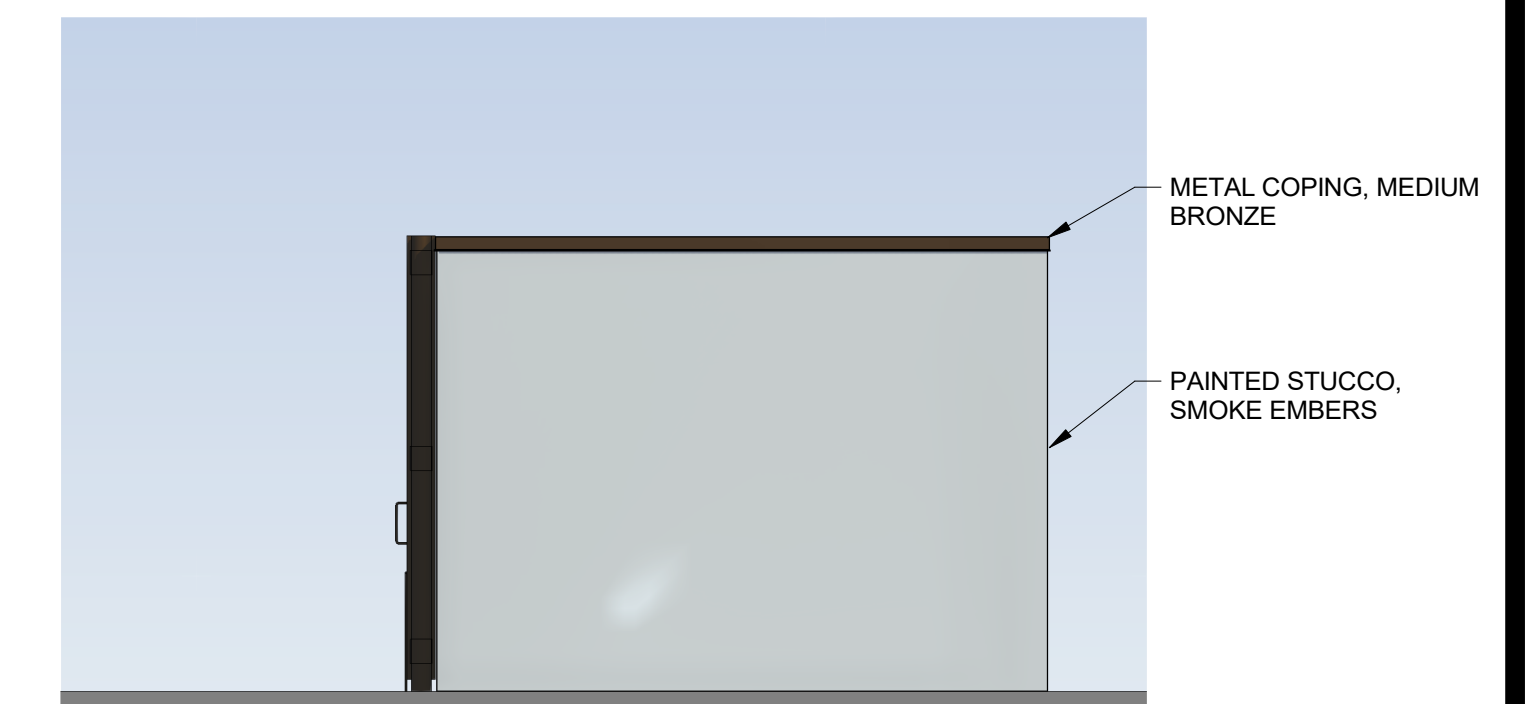
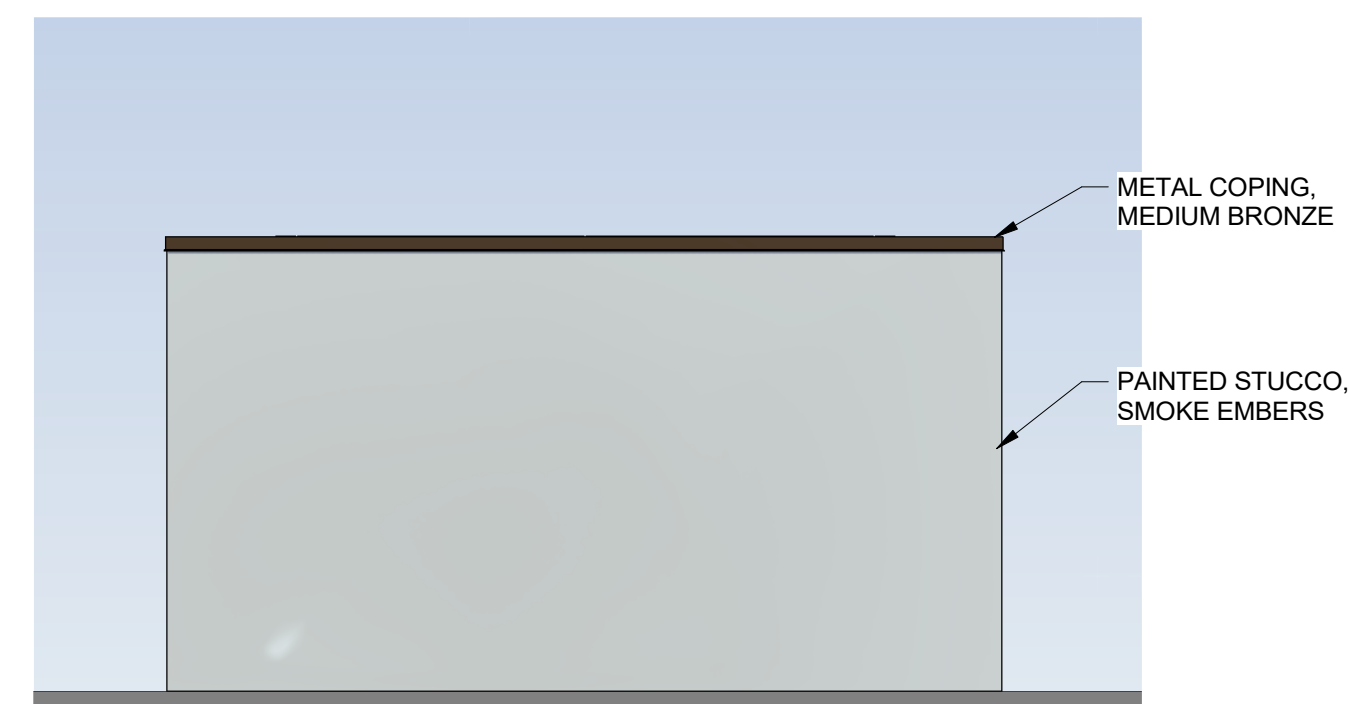
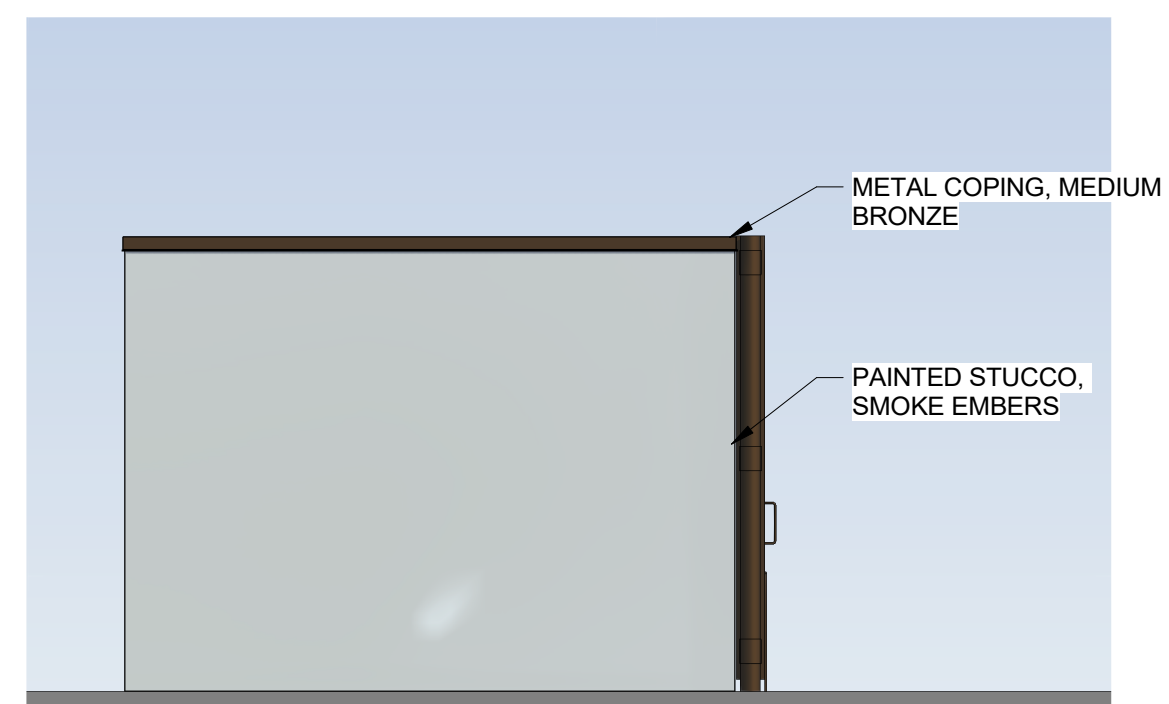
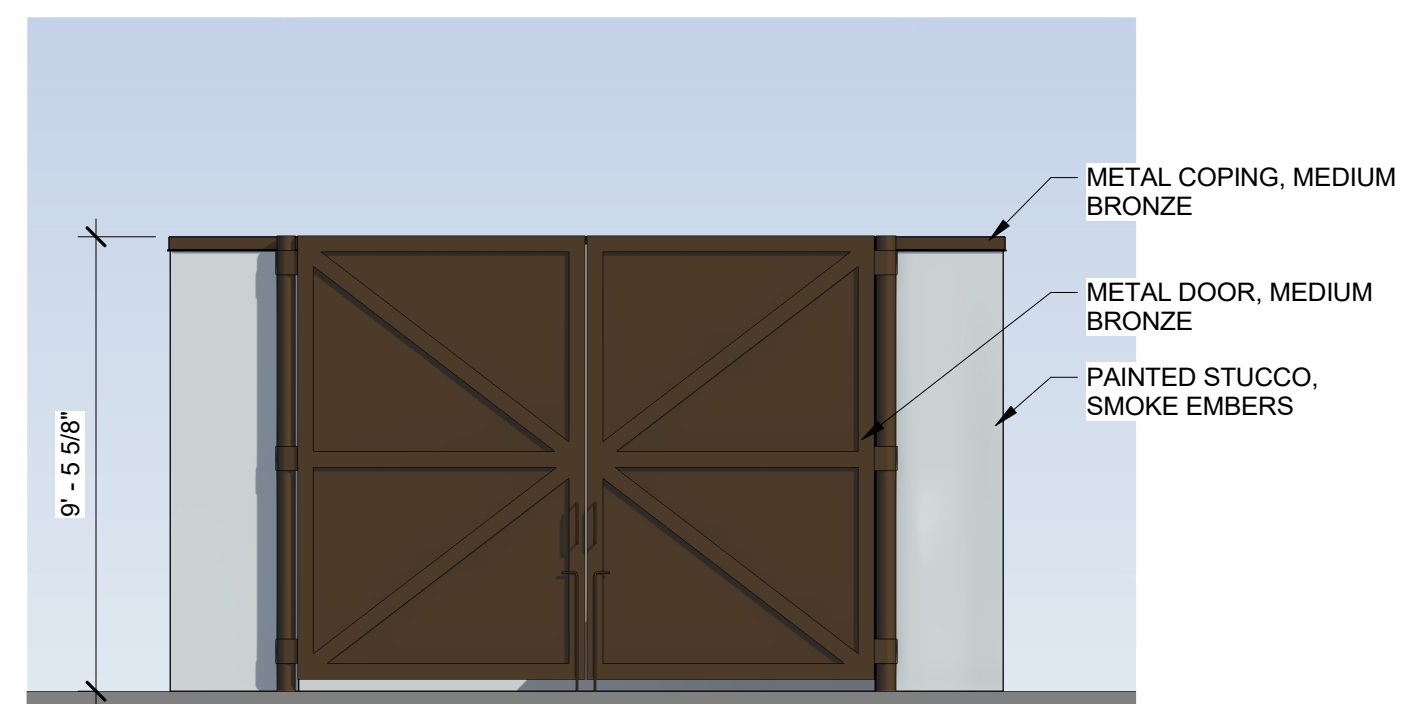


3 TRASH FRONT ELEVATION
1/4" = 1'-0"

4 TRASH LEFT ELEVATION
1/4" = 1'-0"

5 TRASH REAR ELEVATION
1/4" = 1'-0"

6 TRASH RIGHT ELEVATION
1/4" = 1'-0"



7 VACUUM ENCLOSURE FRONT ELEVATION
1/4" = 1'-0"

8 VACUUM ENCLOSURE LEFT ELEVATION
1/4" = 1'-0"

9 VACUUM ENCLOSURE REAR ELEVATION
1/4" = 1'-0"

10 VACUUM ENCLOSURE RIGHT ELEVATION
1/4" = 1'-0"

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NOT FOR
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JESSE GOLDMAN, ARCHITECT
2686 S COLORADO BLVD, SUITE 525
DENVER, CO 80222
(303) 962-9764
www.cshqa.com

QUICK N CLEAN CAR WASH
CORTEZ, CO 81321
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DENVER, CO 80222
(303) 962-9764
www.cshqa.com

1511 EAST MAIN STREET
CSHOA

**SCHEMATIC
DESIGN**

PROJECT 22075.000	DATE 11-02-2022
DRAWN PP	CHECKED WS

REVISED

SHEET TITLE
ENCLOSURES

SHEET

A3F
ORIGINAL SHEET SIZE
24" x 36"

GENERAL NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5941-F-CO-CP-CR, EFFECTIVE SEPTEMBER 21, 2021. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
3. THE BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25 ASSUMED TO BEAR N89°29'08"E BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE THE U.S. SURVEY FOOT.
5. PER FEMA'S FLOOD INSURANCE RATE MAP 08083C0802C DATED SEPTEMBER 26, 2008, A PORTION OF THE EASTERLY SIDE OF THE SUBJECT PROPERTY IS LOCATED IN A FLOOD HAZARD AREA - ZONE AE WITH FLOOD ELEVATIONS ESTABLISHED. THE REMAINDER OF THE SUBJECT PROPERTY IS IN ZONE X (UNSHADED).
6. NGS BENCHMARK DESIGNATION Q 397 / PID HM0425 A STAINLESS STEEL ROD IN A LOGO BOX ON THE NORTH SIDE OF MAIN STREET 141 FEET EAST OF MILDRED ROAD, 2 FEET OF THE EAST EDGE OF THE CONCRETE PAD FOR A BELL. NAVD88 ELEVATION 6179.68.

AMENDED PLAT OF BLOCK 2, VEACH SUBDIVISION

A PORTION OF THE SW 1/4 OF SECTION 25, TOWNSHIP 36 NORTH,
RANGE 16 WEST OF THE N.M. P.M. COUNTY OF
MONTEZUMA, STATE OF COLORADO

SHEET 1 OF 2

LEGEND

- (A) FND PIN/CAP PLS 19612
- (B) FND PIN/CAP PLS ILLEGIBLE
- (C) FND NO 4 REBAR
- (D) SET PIN/CAP PLS 14142

PLAT NOTES:

1. ALL INTERNAL LOT LINES OF LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 2, VEACH SUBDIVISION ARE HEREBY VACATED BY THIS PLAT.
2. THE 16' PUBLIC ALLEY IN BLOCK 2, VEACH SUBDIVISION HAS BEEN VACATED BY ORDINANCE NO. _____

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT QUICK N CLEAN CO-03, LLC, BEING THE OWNER OF A PORTION OF PROPERTY IN THE CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 2, VEACH SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN BOOK 8 AT PAGE 6,

EXCEPTING THAT PORTION OF SAID BLOCK 2 TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO DESCRIBED IN BOOK 576 AT PAGE 471, COUNTY OF MONTEZUMA, STATE OF COLORADO.

CONTAINING 95,191 SQ. FT./2.185 ACRES MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD, PRESCRIPTIVE OR DEDICATED HEREIN.

HAVE BY THESE PRESENTS LAID OUT, RE-SUBDIVIDED AND PLATTED THE SAME INTO A LOT AND BLOCK AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF AMENDED PLAT OF BLOCK 2, VEACH SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC UTILITIES THOSE PORTIONS LABELED AS DRAINAGE OR UTILITY EASEMENTS ON THIS PLAT, FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, TELEPHONE LINES, WATER LINES, SEWER LINES, GAS LINES, COMMUNICATION CABLES, AND DRAINAGE STRUCTURES AND OTHER UTILITIES AS MAY BE NECESSARY. ALSO, A PERPETUAL EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES IS RESERVED AND DEDICATED TO THE PUBLIC UTILITIES OVER AND THROUGH THE PRIVATE ROADS AND STREETS WITHIN THIS SUBDIVISION, AND ACCORDING TO THE EASEMENTS AS SHOWN ON THIS PLAT; THE RIGHT OF INGRESS AND EGRESS FOR THE MAINTENANCE, OPERATION, REPAIR, AND REPLACEMENT OF SUCH UTILITIES, INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. LANDOWNER SHALL MAINTAIN EASEMENT AREA CLEAR OF BUILDINGS AND STRUCTURES. SAID EASEMENTS AND RIGHTS SHALL BE UTILIZED IN A REASONABLE AND PRUDENT MANNER.

IN WITNESS WHEREOF:

THE AFOREMENTIONED QUICK N CLEAN CO-03, LLC, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 20____

BY: _____ NAME: _____

TITLE: _____

ATTEST:

STATE OF _____)
COUNTY OF _____) SS.

THE ABOVE AND AFOREMENTIONED WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ AS _____ OF QUICK N CLEAN CO-03, LLC.

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL _____ NOTARY PUBLIC

CITY COUNCIL ACCEPTANCE STATEMENT:

THIS PLAT AND THE STATEMENT HEREON ARE ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORTEZ THIS _____ DAY OF _____ 20____

MATOR _____

CITY CLERK _____

EASEMENTS ACCEPTED AND APPROVED BY:

CITY OF CORTEZ, PUBLIC WORKS BY: _____

CENTURY LINK COMMISSION BY: _____

EMPIRE ELECTIC ASSOCIATION, INC. BY: _____

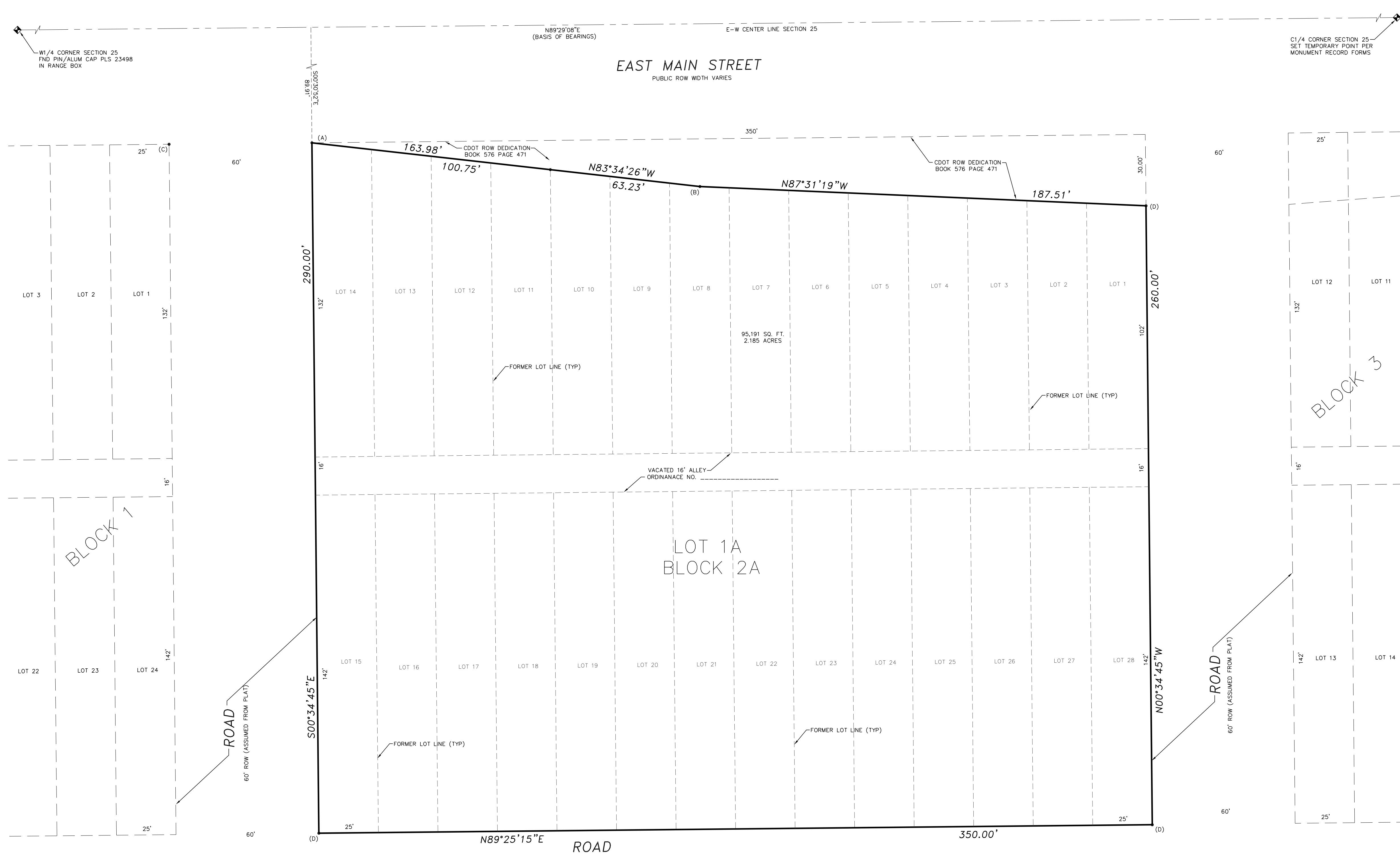
CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF MONTEZUMA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____, AND WAS RECORDED AT RECEPTION NUMBER _____ OF THE RECORDS OF MONTEZUMA COUNTY

MONTEZUMA COUNTY CLERK AND RECORDER

prepared by:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515



From: Reider - CDOT, Randee <randee.reider@state.co.us>
Sent: Tuesday, January 31, 2023 8:22 AM
To: Nick Barber <nick@3k1.us>
Cc: Roussin - CDOT, Daniel <daniel.roussin@state.co.us>
Subject: Re: 1511 Main Street - Access Control Permit

Hi Nick,

Please see attached for comments related to the TIS.

Also, as stated in an earlier email, CDOT will also need to know who the owner of the road is, as I assume it is platted to the City of Cortez. If that is the case, the City of Cortez needs to provide documentation to delegate to the land owner to apply for the Access Permit. An email from the City of Cortez will suffice for delegation purposes.

Please let me know if you have any questions.

Thank you,
Randee Reider
Region 5 Permits Program Manager

P 970.385.3626 | F 970.385.8361
3803 N. Main Ave., Suite 100, Durango, CO 81301
randee.reider@state.co.us | codot.gov | cotrip.org

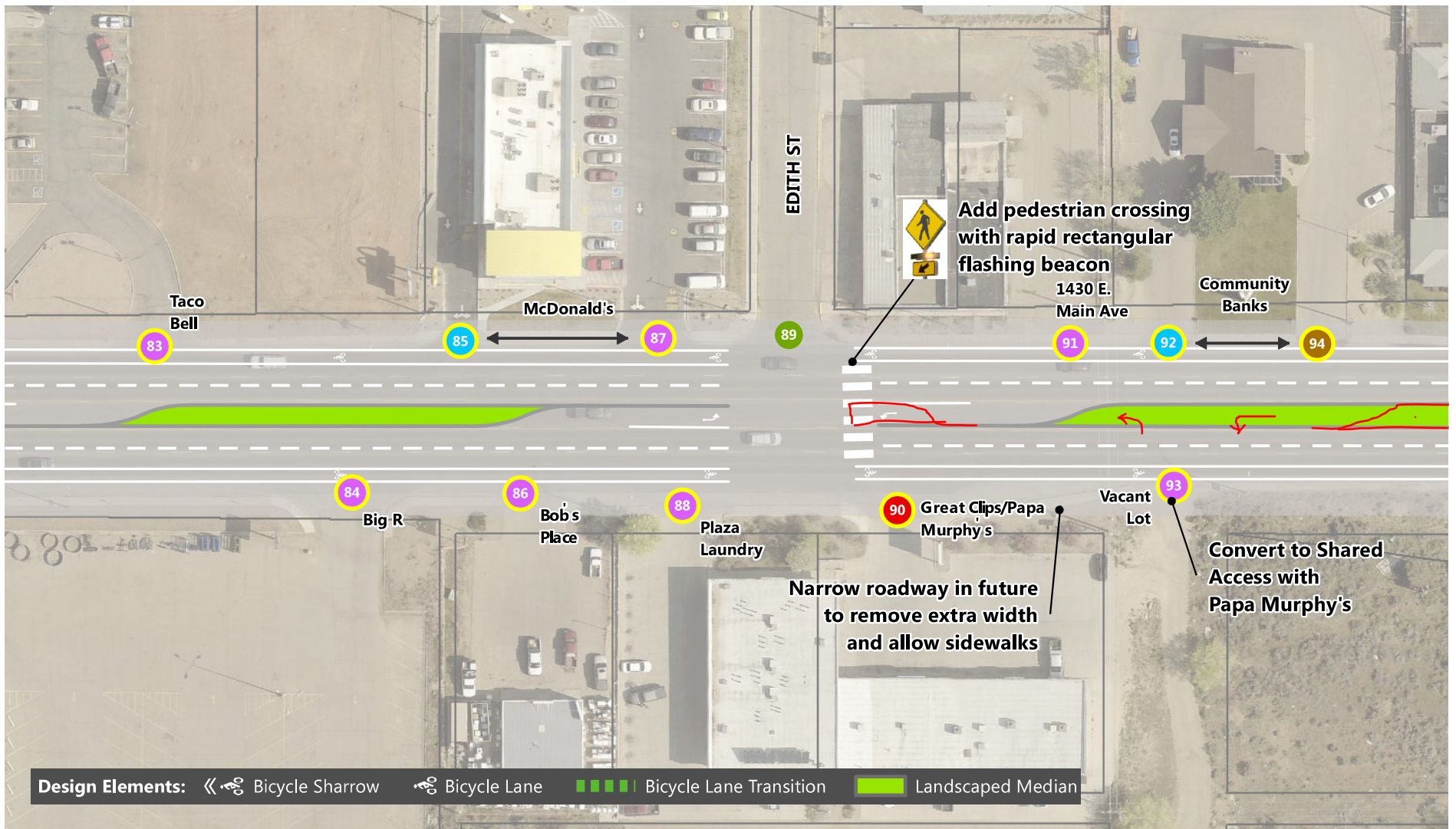


Figure: 9J
US 160 Access Recommendations and Design Concepts

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CORTEZ (THE CITY) and
THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION
(THE DEPARTMENT)
FOR THE CORTEZ ACCESS CONTROL PLAN**

THIS INTERGOVERNMENTAL AGREEMENT is entered into effective as of this 15th day of September 2016, by and between the City and the Department, all of said parties being referred to collectively herein as "Agencies."

RECITALS

- A. The Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201 et. Seq., C.R.S., to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own; and
- B. Each Agency is authorized by Section 43-2-147(I)(a) C.R.S. to regulate access to public highways within its respective jurisdiction; And
- C. The coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals and access points; and
- D. The Agencies desire to provide for the coordinated regulation of vehicular, pedestrian, and bicycle access and safety for the US Hwy 160 corridor through Cortez as follows:

Between MP 38.05 and MP 40.51 (hereafter referred to as the "Segments") which is within the jurisdiction of the Agencies; and
- E. The Agencies are authorized pursuant to Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1 (the "Access Code") to enter into a written agreement adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segments for the purposes above recited; and
- F. The Agencies specifically find and determine that this access control plan is a necessary exercise of the Agencies' legislative, governmental, or police powers to promote and protect the public health, safety, and general welfare of the citizens of the City, County, State; and
- G. The development of this Access Control Plan adheres to the requirements of the Access Code, Section 2.12.

NOW THEREFORE, for and in consideration of the mutual promises, agreements, and commitments herein contained, the Agencies agree as follows:

- 1. The Access Control Plan, dated _____, 2016, for the Segments (herein referred to as the "ACP") is attached hereto as Exhibits A, B, and C, and incorporated herein by this reference.

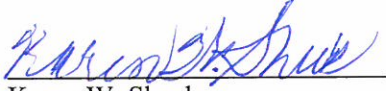
2. The Agencies shall regulate access to the ACP in compliance with the Access Control Plan. Section 42-2-147 C.R.S. (the "Access Law"), and the applicable sections of the Access Code. Vehicular access within the ACP may be permitted only when such access is in compliance with this Agreement, the ACP, Access Control Plan, and Access Law and the applicable sections of the Access Code. Per section 2.12(a) of Access Code, design waivers necessary for access design and construction within State Highway Right-of-Way may be approved by the Regional Transportation Director, or his/her approved designee.
3. Accesses that were in existence in compliance with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the private access is required by the Access Control Plan, the Access Law, in the course of highway reconstruction, or as determined appropriate in the course of development, subdivision actions, or change of use by the City. When closure, modification, or relocation of access is necessary or required, the Agencies having jurisdiction shall utilize the appropriate legal process to effect such action.
4. Actions taken by the Agencies with regard to transportation planning, transportation facilities, and traffic operations within the ACP shall be in conformity with this Agreement. The Agencies agree to develop and adopt the necessary ordinances, official documents, plans and maps to fulfill their respective responsibilities under this Agreement.
5. Parcels of real property created after the effective date of this Agreement which adjoin the Segments shall be provided with access to the Segments as documented in the ACP, as the use, location, and design thereof, conform to the provisions of this Agreement, the City and County Codes, except in unforeseen circumstances, or based upon approved amendments to the ACP.
6. This Agreement is based upon and intended to be consistent with the Access Law and Access Code.
7. This Agreement does not create any current specific financial obligation for any of the Agencies. Any further financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, but, notwithstanding any provision of this Agreement. No Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be approval of its governing body or director. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available.
8. Should any section(s) or provision(s) of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.
9. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the Segments. No additional or different oral representation, promise, or agreement shall be binding on any Agency.

10. This Agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials. To the extent the Access Control Plan is modified by a change, closure, relocation, consolidation, or addition of an access, the Agencies may amend the attached Access Control Plan so long as the amendment is executed in writing and amended in accord with Access Law and the Access Code. The Access Control Plan Amendment Process is attached hereto and is incorporated in Exhibit C.
11. By Signing this Agreement, the Agencies acknowledge and represent to on another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized to sign.
12. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
13. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is an express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

IN WITNESS THEREOF, the Agencies have executed this Agreement effective as of the day and year written above.

City of Cortez, Colorado

ATTEST:



Karen W. Sheek
Mayor, City of Cortez

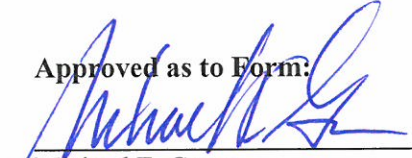
4/27/16
Date



Linda E. Smith
City Clerk

4/27/16
Date

Approved as to Form:

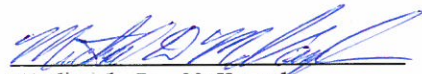


Michael F. Green
City Attorney

3 June 16
Date



State of Colorado
Department of Transportation

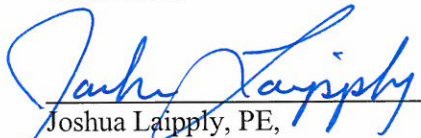


Michael D. McVaugh
Region Transportation Director

9/19/16
Date


CONCUR:

ATTEST:



Joshua Laipply, PE,
Chief Engineer

9/15/2016
Date



Chief Clerk

9-15-2015
Date

Exhibits A & B

ACCESS CONTROL PLAN

United States Highway 160 between MP 38.05 and MP 40.51

City of Cortez and the State of Colorado Department of Transportation

I. Purpose

The purpose of this Access Control Plan (ACP) is to provide the Agencies with a comprehensive roadway access control plan for the pertinent segments of United States highway 160 through Cortez, Colorado.

II. Authority

The development of this Access Control Plan was completed pursuant to the requirements of the Access Code, Section 2.12, and adopted by the attached Agreement.

III. Responsibilities

It is the responsibility of each of the Agencies to this Agreement to ensure that vehicular access to the Segments shall only be in conformance with this Agreement. The cost of access improvements, closures and modifications shall be determined pursuant to section 43-2-147(6)(b) C.R.S., the Agreement, and this Access Control Plan. All access construction shall be consistent with the design criteria and specifications of the Access Code.

IV. Existing and Future Access

A. The attached table (Exhibit A) provides a listing of each existing and future access point in the Segments. The Attached Map (Exhibit B) shows the access points along the Segments of US 160 through Cortez. For each access point the following information is provided: location, description of the current access status, and the proposed configuration or condition for change (Access Plan). All access points are defined by the approximate Department mile point (in hundredths of a mile) along United States Highway 160. All access points are located at the approximate centerline of the access.

B. All highway design and construction will be based on the assumption that the Segments have a sufficient cross section to accommodate all travel lanes and sufficient right-of-way to accommodate longitudinal installation of utilities.



Exhibit C

ACCESS CONTROL PLAN AMENDMENT PROCESS United States Highway 160 between MP 38.05 and MP 40.51

City of Cortez and the State of Colorado Department of Transportation

Any request for amendment must be submitted to the Department's Region 5 Access Manager by a signatory of the Agreement (either of the Agencies). The amendment must be located within the jurisdiction and have the written support of the submitting signatory. Amendments shall be required for any change to the Access Control Plan as shown in the Exhibit A and B, including, but not limited to, any new or changes to the location of:

1. Signalized intersections
2. Full movement intersections/access points
3. $\frac{3}{4}$ intersections/access points
4. Right-in/right-out only intersections/access points

The amendment request shall include the following documents:

1. Descriptions of the proposed access and changes to the Access Control Plan.
2. Justification for the requested amendment.
3. For signalized intersections, a supporting Traffic Impact Study per the State Highway Access Code.
4. A list of any requested design waivers as applicable.
5. A proposed revised plan sheet clearly depicting the access modifications. The revised plan sheet will replace the corresponding sheet in Exhibit B.

Upon Submission of Information:

1. The Department shall review the submittal for completeness and for consistency with the access objectives, principles, and strategies described in the United States Highway 160 - City of Cortez Access Control Plan and the State Highway Access Code ("Access Code"). The Department shall also determine if any applicable design waivers can be granted. Any amendment request that results in a violation of the Access Code or for which a design waiver cannot be granted will not be considered.
2. If the amendment request is found to be complete, it will be forwarded, along with a brief report, to an Access Control Plan Advisory Committee, consisting of representatives from the City and the Department. Each Agency is responsible for appointing one Advisory Committee member. An Alternative Advisory Committee member may be appointed as an alternate.
3. After the forwarding, each Advisory Committee member will be responsible for coordinating their agency review and providing a decision on whether to accept or decline the amendment. The Advisory Committee members will have 30 days to submit their agency's vote to the Department Region 5 Access Manager in writing. A unanimous vote of the Agencies will be necessary to approve the amendment. An agency not responding within the 30-day period will be interpreted as a

“decline” decision. The Department will provide voting results, to include a tally sheet documenting each agency vote, to all Advisory Committee members within 15 days of receiving all votes, or following the 30-day review period.

4. Acceptable votes from the Agencies include: accept without modifications; accept with conditions or modifications; or disapprove.
5. If an agency accepts with conditions or modifications, the agency requesting the condition or the modification must provide supporting justification and any applicable requests for a design waiver. Any vote to accept with conditions or modifications that results in a violation of the Access Code or for which a design waiver cannot be granted will not be considered.
6. If found to be complete, The Department will forward the conditions or modifications to all members of the Access Control Plan Advisory Committee.
7. After the forwarding, each Advisory Committee member will be responsible for coordinating their agency review and providing a decision on whether to accept or decline the conditions and modifications. The Advisory Committee members will have 20 days to submit their agency’s subsequent vote to the Department in writing. A unanimous vote of the Agencies will be necessary to approve the conditions and modifications. An agency not responding within the 20-day period will be interpreted as a “decline” decision. The Department will provide voting results to all Advisory Committee members within 10 days of receiving all votes, or following the 20-day review period.

Access Number	Mile Post	Right/Left	Parcel	Current Use	Current Access Description	Proposed Access Change
DOWNTOWN SEGMENT						
1	38.04	Lt		Maple Street	Full movement, public access, signalized intersection	No change
2	38.04	Rt		Maple Street	Full movement, public access, signalized intersection	No change
3	38.08	Rt	561126307001	Nero's Restaurant	Access closed	No change
4	38.09	Rt	561126307001	Sand Canyon Motel	Enter only, commercial access	Restrict to right in only
5	38.2	Lt	561126251004	Conoco station	Full movement, commercial access	Restrict to right in/right out only
6	38.11	Rt	561126307001	Sand Canyon Motel	Exit only, commercial access	Restrict to right/out only
7	38.12	Rt		Linden Street	Full movement, public access	No change
8	38.12	Lt		Linden Street	Full movement, public access	No change
9	38.15	Lt		North Pinon Drive	Enter only, public access	No change
10	38.13	Lt		Elm Street	Full movement, public access	No change
11	38.13	Rt		Elm Street	Full movement, public access	No change
12	38.29	Lt		Chestnut Street	Full movement, public access, signalized intersection	No change
13	38.29	Rt		Chestnut Street	Full movement, public access, signalized intersection	No change
14	38.36	Lt		Market Street	Full movement, public access, signalized intersection	No change
15	38.36	Rt		Market Street	Full movement, public access, signalized intersection	No change
16	38.43	Lt		Beech Street	Full movement, public access	No change
17	38.43	Rt		Beech Street	Enter only, public access	No change
18	38.5	Lt	561126245004	Gravel Parking Lot	Full movement, commercial access	Restrict to right in/right out only
19	38.48	Lt	561126245003	Rent A Wheel	Full movement, commercial access	Restrict to right in/right out only
20	38.46	Lt		Ash Street	Full movement, public access, signalized intersection	No change
21	38.46	Rt		Ash Street	Full movement, public access, signalized intersection	No change
22	38.7	Rt	561126404005	Wendy's	Full movement, commercial access	Restrict to right in/right out only



Access Number	Mile Post	Right/Left	Parcel	Current Use	Current Access Description	Proposed Access Change
23	38.53	Lt	561126126003	ALON Station	Full movement, commercial access	Restrict to right in/right out only; potentially change to egress only or consolidate upon redevelopment
24	38.54	Lt	561126126003	ALON Station	Full movement, commercial access	Restrict to right in/right out only; potentially change to ingress only or consolidate upon redevelopment
25	38.54	Lt		Washington Street	Full movement, public access	No change
26	38.54	Rt		Washington Street	Full movement, public access	No change
27	38.7	Rt	561126403003	Criston Mall	Full movement, commercial access	Restrict to right in/right out only; reduce access width to 30' upon redevelopment
28	38.57	Lt	561126125005	Ocean Pearl Restaurant	Access closed	No change
29	38.58	Lt	561126125008	La Casita Restaurant	Full movement, commercial access	Restrict to right in/right out only
30	38.69	Rt	561126403001	Community Banks	Enter only, commercial access	Restrict to right in only
31	38.68	Rt	561126403001	Community Banks	Exit only, commercial access	Restrict to right out only
32	38.59	Lt		Madison Street	Full movement, public access	No change
33	38.59	Rt		Madison Street	Full movement, public access	No change
34	38.67	Rt	561126402003	Aqua Carwash	Full movement, commercial access	No change
35	38.61	Lt	561126124007	Burger Boy	Full movement, commercial access	No change
36	38.66	Rt	561126402003	Aqua Carwash	Full movement, commercial access	Recommended closure
37	38.62	Lt	561126124012	Methodist Thrift Store	Full movement, commercial access	Recommended closure; share access with existing Burger Boy access
38	38.65	Rt	561126402002	Jimmer's Restaurant	Full movement, commercial access	No change
39	38.62	Lt	561126124012	Garcia & Company	Full movement, commercial access	No change
40	38.65	Rt	561126402011	Cork & Bottle	Full movement, commercial access	No change
41	38.64	Lt		Harrison Street	Full movement, public access, signalized intersection	No change
42	38.64	Rt		Harrison Street	Full movement, public access, signalized intersection	No change
CITY PARK SEGMENT						
43	39.03	Rt	561126401002	Super 8 Motel	Full movement, commercial access	Restrict to right in/right out only; open emergency access on Harrison Street
44	38.73	Lt	561126123001	City Market	Full movement, commercial access	Restrict to right in/right out only



Access Number	Mile Post	Right/Left	Parcel	Current Use	Current Access Description	Proposed Access Change
45	39.02	Rt	561126401004	Best Western Motel	Full movement, commercial access	Restrict to right in/right out only
46	39	Rt	561126401004	Best Western Motel	Full movement, commercial access	Restrict to 3/4 access
47	38.74	Lt	561126100031	Cortez Dialysis	Full movement, commercial access	Restrict to right in/right out only; close upon redevelopment and share access with Front Row Seat
48	38.93	Rt	561126401004	Best Western Motel	Full movement, commercial access	Restrict to right in/right out only
49	38.92	Rt	561126400008	CO Land & Title	Full movement, commercial access	Restrict to right in/right out only
50	38.75	Lt	561126100031	Front Row Seat	Full movement, commercial access	Restrict to 3/4 access; upon redevelopment share access with Cortez Dialysis and Liquid Assets
51	38.91	Rt	561126400008	Carpenter Plaza	Full movement, commercial access	Restrict to right in/right out only
52	38.77	Lt	561126100024	Liquid Assets	Full movement, commercial access	Restrict to right in/right out only; close upon redevelopment and share access with Front Row Seat
53	38.91	Rt	561126400006	Aneth Lodge	Full movement, commercial access	Restrict to 3/4 access
54	38.79	Lt	561126100025	Dolores State Bank	Full movement, commercial access	Restrict to right in/right out only
55	38.88	Rt	561126400005	Cortez Auto Repair	Full movement, commercial access	Restrict to right in/right out only
56	38.87	Rt	561126400004	Jack's Country Kitchen	Full movement, commercial access	No change
57	38.8	Lt		Park Street	Full movement, public access	No change
58	38.86	Rt	561126400004	Jack's Country Kitchen	Full movement, commercial access	Restrict to 3/4 access; upon redevelopment prevent left turns via pork chop
59	38.84	Rt	561126400003	Sundance RV Park	Full movement, commercial access	Restrict to 3/4 access
60	38.83	Rt	561126447001	Rent All Rentals	Full movement, commercial access	Restrict to right in/right out only
61	38.83	Rt	561126400001	Giant Station	Full movement, commercial access	Restrict to right in/right out only
62	38.81	Lt		Mildred Street	Full movement, public access, signalized intersection	No change
63	38.81	Rt		Mildred Street	Full movement, public access, signalized intersection	No change
64	39.16	Rt	561125308009	One Stop Taqueria	Planned Closure	No change
65	39.07	Lt	561125200010	C&G Health	Full movement, commercial access	Restrict to right in/right out only
66	39.16	Rt	561125308009	One Stop Taqueria	Full movement, commercial access	Restrict to right in/right out only
67	39.09	Lt	561125200008	Long Trailer Court	Full movement, commercial access	Restrict to right in/right out only



Access Number	Mile Post	Right/Left	Parcel	Current Use	Current Access Description	Proposed Access Change
68	39.09	Lt	561125200012	Durango Organics	Full movement, commercial access	Restrict to right in/right out only
69	39.17	Rt	561125308009	Vacant Lot	Full movement, residential access	Restrict to right in/right out only
70	39.17	Rt	561125300007	Holgate's Carwash	Full movement, commercial access	Restrict to right in/right out only
71	39.17	Rt	561125300007	Holgate's Tools	Full movement, commercial access	Restrict to right in/right out only
72	39.1	Lt	561125200013	1118 Main Ave	Full movement, residential access	Restrict to right in/right out only
73	39.11	Lt	561125225001	Travel Lodge	Full movement, commercial access	Restrict to 3/4 access
74	39.19	Rt	561125300006	Dairy Queen/Pizza Hut	Full movement, commercial access	Restrict to 3/4 access
75	39.12	Lt	561125225001	Willis Furniture	Full movement, commercial access	Restrict to right in/right out only
76	39.2	Rt	561125300013	Dairy Queen	Exit only, commercial access	Restrict to right out only
77	39.12	Lt	561125200019	Sunshine Motors	Full movement, commercial access	Restrict to right in/right out only
78	39.21	Rt	561125312004	Cortez Flooring and Others	Full movement, commercial access	Restrict to 3/4 access
79	39.13	Lt	561125200019	Sunshine Motors	Full movement, commercial access	Restrict to right in/right out only
80	39.14	Lt	561125200018	Auto Zone	Full movement, commercial access	Restrict to right in/right out only
81	39.15	Lt		Roger Smith Avenue	Full movement, public access	No change
82	39.24	Rt	561125300004	Big R	Full movement, commercial access	No change
83	39.57	Lt	561125215007	Taco Bell	Full movement, commercial access	Restrict to right in/right out only
84	39.27	Rt	561125300004	Big R	Full movement, commercial access	Restrict to right in/right out only
85	39.55	Lt	561125213004	McDonalds	Exit only, commercial access	Restrict to right out only
86	39.27	Rt	561125304003	Bob's Place	Full movement, commercial access	Restrict to right in/right out only
87	39.55	Lt	561125213004	McDonalds	Full movement, commercial access	Restrict to right in/right out only
88	39.32	Rt	561125313002	Plaza Laundry	Full movement, commercial access	Restrict to right in/right out only
89	39.53	Lt		Edith Street	Full movement, public access	No change
90	39.33	Rt	561125313001	Great Clips/Papa Murphy's	Full movement, commercial access	Recommended closure; share access with access # 93 (vacant lot)
91	39.49	Lt	561125212003	1430 E. Main Ave	Full movement, commercial access	Restrict to right in/right out only
92	39.48	Lt	561125200022	Community Banks	Exit only, commercial access	Restrict to right out only
93	39.33	Rt		Vacant Lot	Full movement, commercial access	Restrict to right in/right out only; convert to shared access with Papa Murphy's
94	39.45	Lt	561125200022	Community Banks	Enter only, commercial access	Restrict to right in only



Access Number	Mile Post	Right/Left	Parcel	Current Use	Current Access Description	Proposed Access Change
95	39.42	Lt	561125218001	1st S.W. Bank	Full movement, commercial access	Restrict to right in/right out only
96	39.39	Lt	561125222001	Safeway	Full movement, commercial access	Restrict to 3/4 access
132	39.39	Rt	561125303001	N/A	N/A	Configure as 3/4 access when development occurs
97	39.37	Lt	561125217015	Net Force PC	Full movement, commercial access	Restrict to right in/right out only
98	39.34	Rt	561125311001	Wal-Greens	Right in/right out, commercial access	No change
99	39.37	Lt	561125217006	Super Splash Carwash	Exit only, commercial access	Restrict to right out only
100	39.36	Lt	561125217006	Super Splash Carwash	Enter only, commercial access	Recommended closure
EASTERN GATEWAY SEGMENT						
101	39.35	Rt		Sligo Street	Full movement, public access, signalized intersection	No change
102	39.57	Rt		Veach Street	Full movement, public access	No change
103	39.62	Rt	561125403002	Cedarwood Animal Clinic	Planned Closure	No change
104	39.62	Lt		Henry Street	Full movement, public access	Restrict to right in/right out only
105	39.6	Rt	561125403002	Cedarwood Animal Clinic	Full movement, commercial access	Restrict to right in/right out only
106	39.63	Lt	561125100019	American Home Patient	Full movement, commercial access	Restrict to right in/right out only
107	39.69	Rt	561125412001	O'Reilly's	Full movement, commercial access	Restrict to right in/right out only
108	39.64	Lt	561125100019	Pro Nails	Full movement, commercial access	Restrict to right in/right out only
109	39.64	Lt		Texas Street	Full movement, public access	Restrict to right in/right out only
110	39.69	Rt	561125402001	Mountain Chiropractic	Full movement, commercial access	Restrict to right in/right out only
111	39.72	Rt		Cactus Street	Full movement, public access	Restrict to 3/4 access
112	39.73	Lt	561125100024	Econo Lodge	Full movement, commercial access	Restrict to right in/right out only; can provide 3/4 access if access is reconfigured to align with Cactus Street
113	39.77	Rt	561125401004	Shell Station	Full movement, commercial access	Restrict to right in/right out only
114	39.76	Lt	561125100024	Econo Lodge	Full movement, commercial access	Restrict to right in/right out only
115	39.8	Lt	561125100024	Econo Lodge	Full movement, commercial access	Left in only
116	39.8	Rt	561125401006	Denny's	Full movement, commercial access	Restrict to right in/right out only; potential for future 3/4 access
117	39.82	Lt	561125100016	Retro Inn	Exit only, commercial access	Restrict to right out only





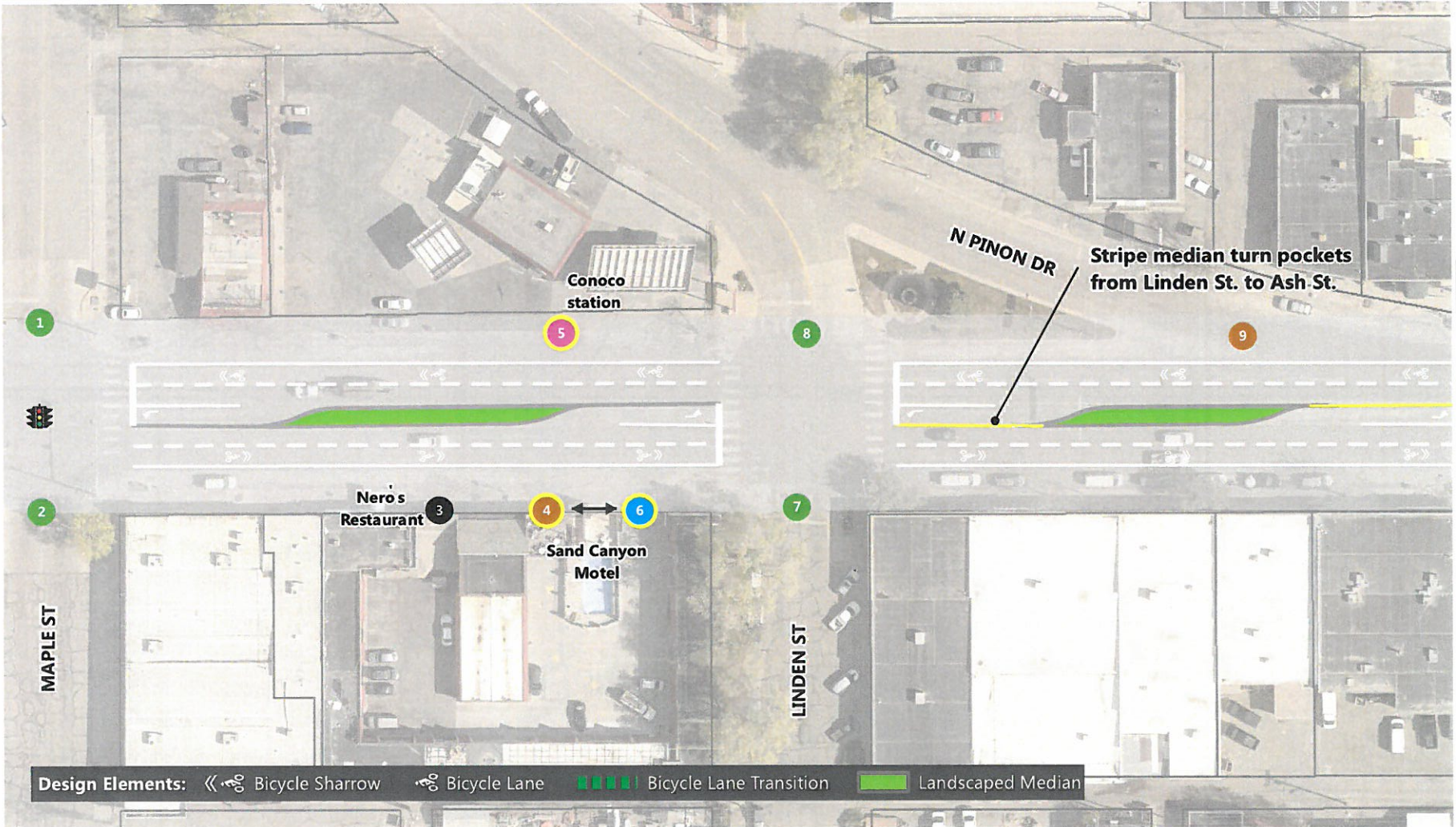
Access Number	Mile Post	Right/Left	Parcel	Current Use	Current Access Description	Proposed Access Change
118	39.84	Lt	561125100016	Retro Inn	Full movement, commercial access	Restrict to right in/right out only
119	39.85	Rt	561125400004	Holiday Inn	Full movement, commercial access	Restrict to right in/right out only
120	39.89	Lt	561125118104	Cortez Plaza	Full movement, commercial access	No change
121	39.89	Rt		Hawkins Street	Full movement, public access	No change
122	40.1	Lt	561125118100	Cortez Plaza	Full movement, commercial access	No change
123	40.09	Rt		Trinity Avenue	Full movement, public access	No change
124	40.12	Lt	561125100013	Conoco station	Full movement, commercial access	Restrict to right in/right out only
125	40.17	Lt	561125100025	La Mesa RV Park	Full movement, commercial access	Restrict to right in/right out only
126	40.19	Lt		Dolores Street	Right in/right out, public access	No change
127	40.29	Lt		US Highway 145/State Street	Full movement, public access, signalized intersection	No change
128	40.29	Rt		US Highway 145/State Street	Full movement, public access, signalized intersection	No change
129	40.53	Lt	560930200012	Days Inn	Full movement, commercial access	Restrict to right in/right out only
130	40.41	Rt		Lakeside Drive	Full movement, public access	Restrict to 3/4 access
131	40.44	Lt		Patton Street	Full movement, public access	Restrict to right in/right out only

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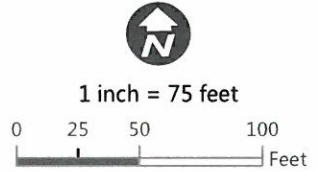


COLORADO
 Department of
 Transportation



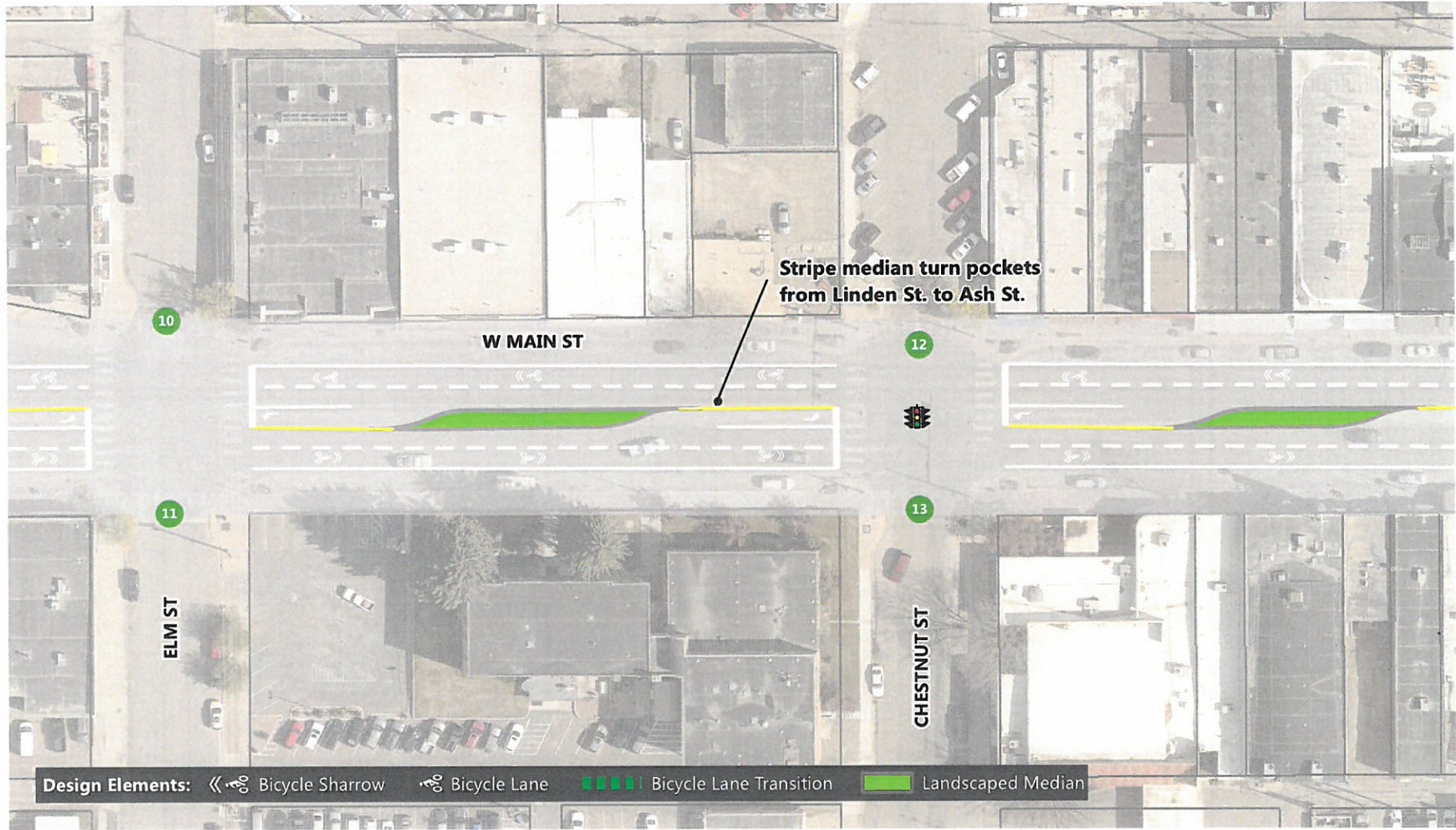


- Access Recommendations**
-  Full
 -  Left In Only
 -  New Access
 -  Access Change
 -  3/4 Access
 -  Right In Only
 -  Recommended Closure
 -  Traffic Signal
 -  Ingress Only
 -  Right In/Right Out
 -  Planned Closure
 -  Multiple Accesses per Business
 -  Right Out Only
 -  Access Closed

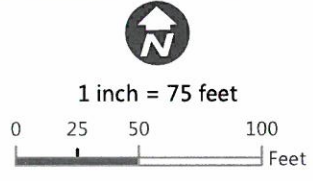


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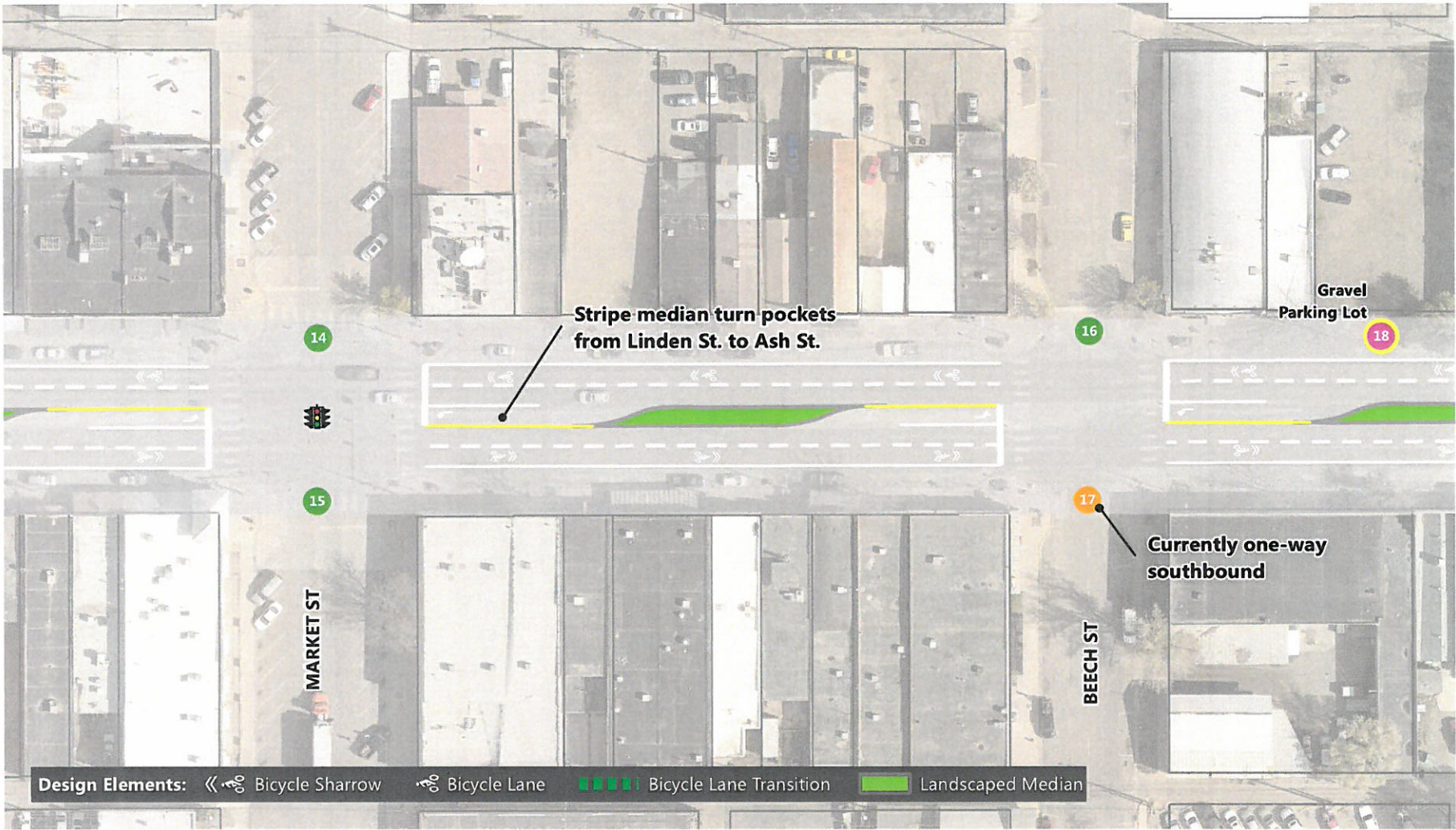


- Design Elements:** <<🚲 Bicycle Sharrow 🚲 Bicycle Lane 🟢🟢🟢🟢 Bicycle Lane Transition 🟢 Landscaped Median
- Access Recommendations:**
- 🟢 Full
 - 🟡 3/4 Access
 - 🟠 Ingress Only
 - 🔵 Left In Only
 - 🟤 Right In Only
 - 🟡 Right In/Right Out
 - 🔵 Right Out Only
 - 🟡 New Access
 - 🟠 Recommended Closure
 - 🔴 Planned Closure
 - ⬛ Access Closed
 - 🟡 Access Change
 - 🚦 Traffic Signal
 - ↔ Multiple Accesses per Business

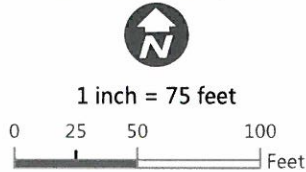


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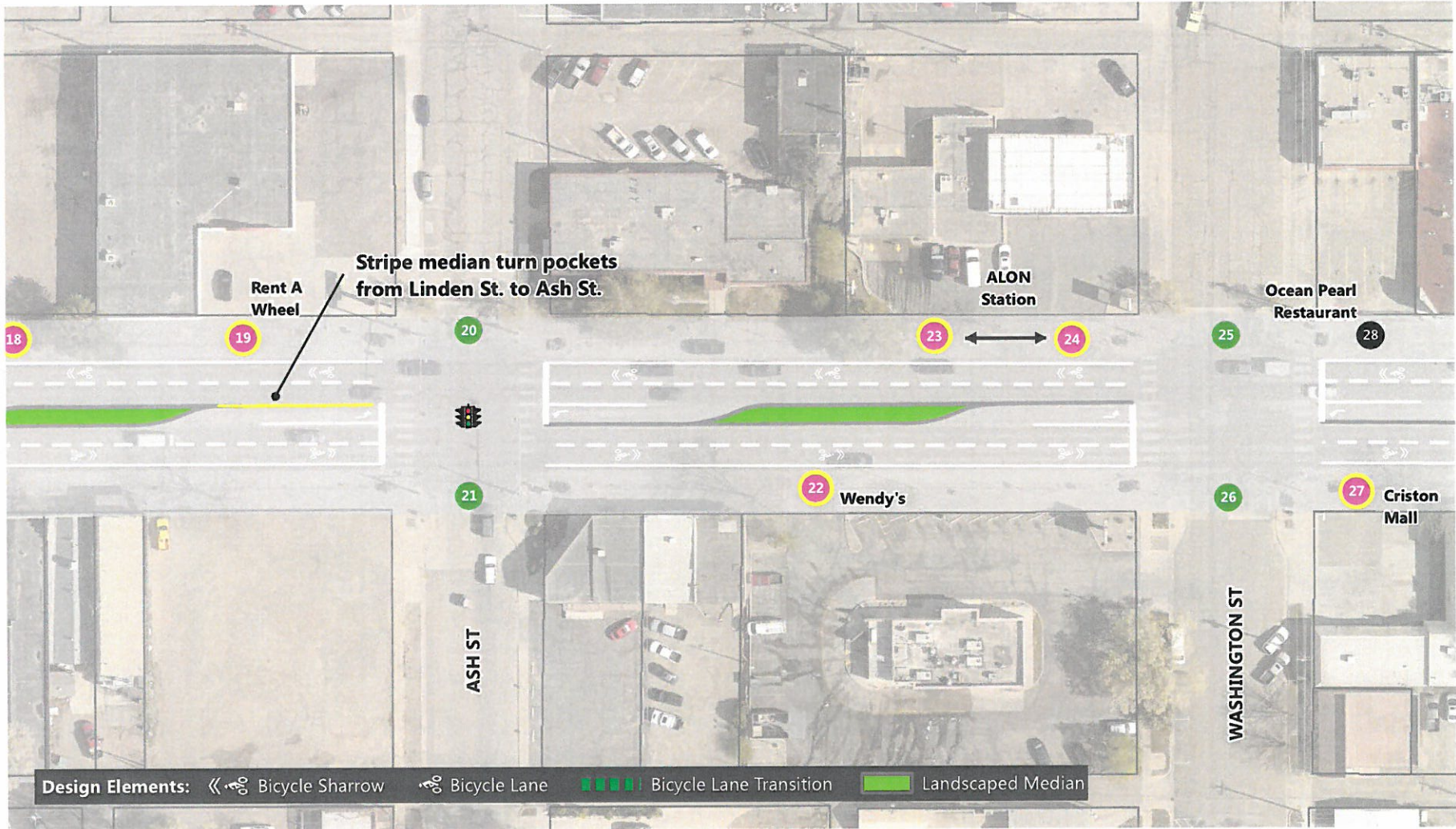




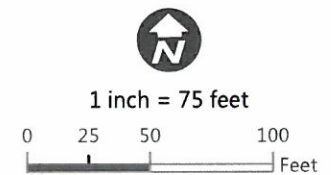
- Access Recommendations**
- 🟢 Full
 - 🟠 3/4 Access
 - 🟡 Ingress Only
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 - 🟤 Right In Only
 - 🟦 Right In/Right Out
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 - 🟠 Recommended Closure
 - 🔴 Planned Closure
 - ⬛ Access Closed
 - 🟡 Access Change
 - 🚦 Traffic Signal
 - ↔ Multiple Accesses per Business



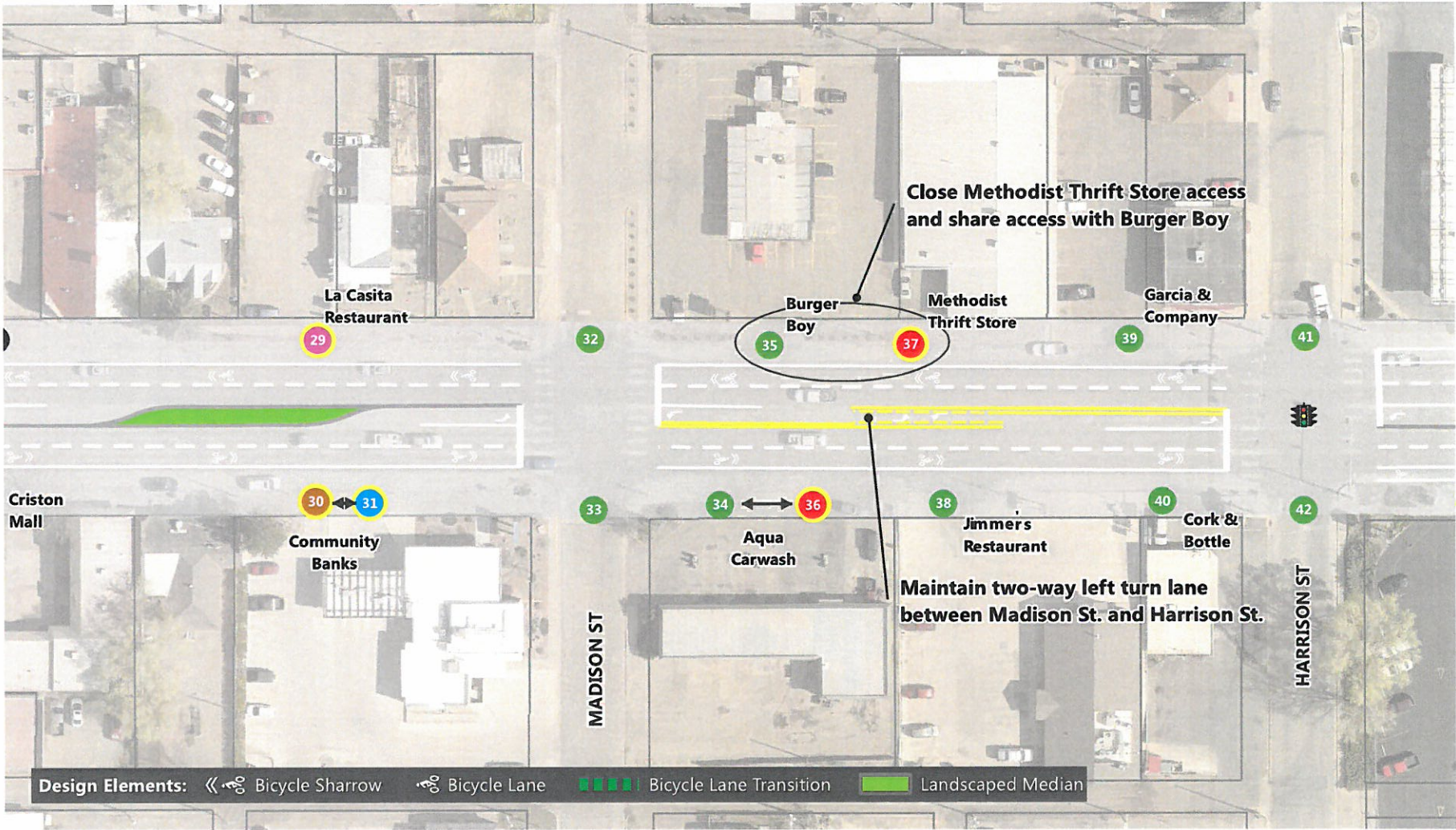
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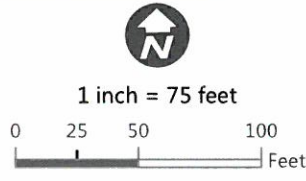
- Access Recommendations**
- 🟢 Full
 - 🟠 Right In Only
 - 🟡 Access Change
 - 🟠 Right In/Right Out
 - 🔴 Planned Closure
 - 🚦 Traffic Signal
 - 🟡 Ingress Only
 - 🟡 Right Out Only
 - ⬆️ Access Closed
 - ↔️ Multiple Accesses per Business



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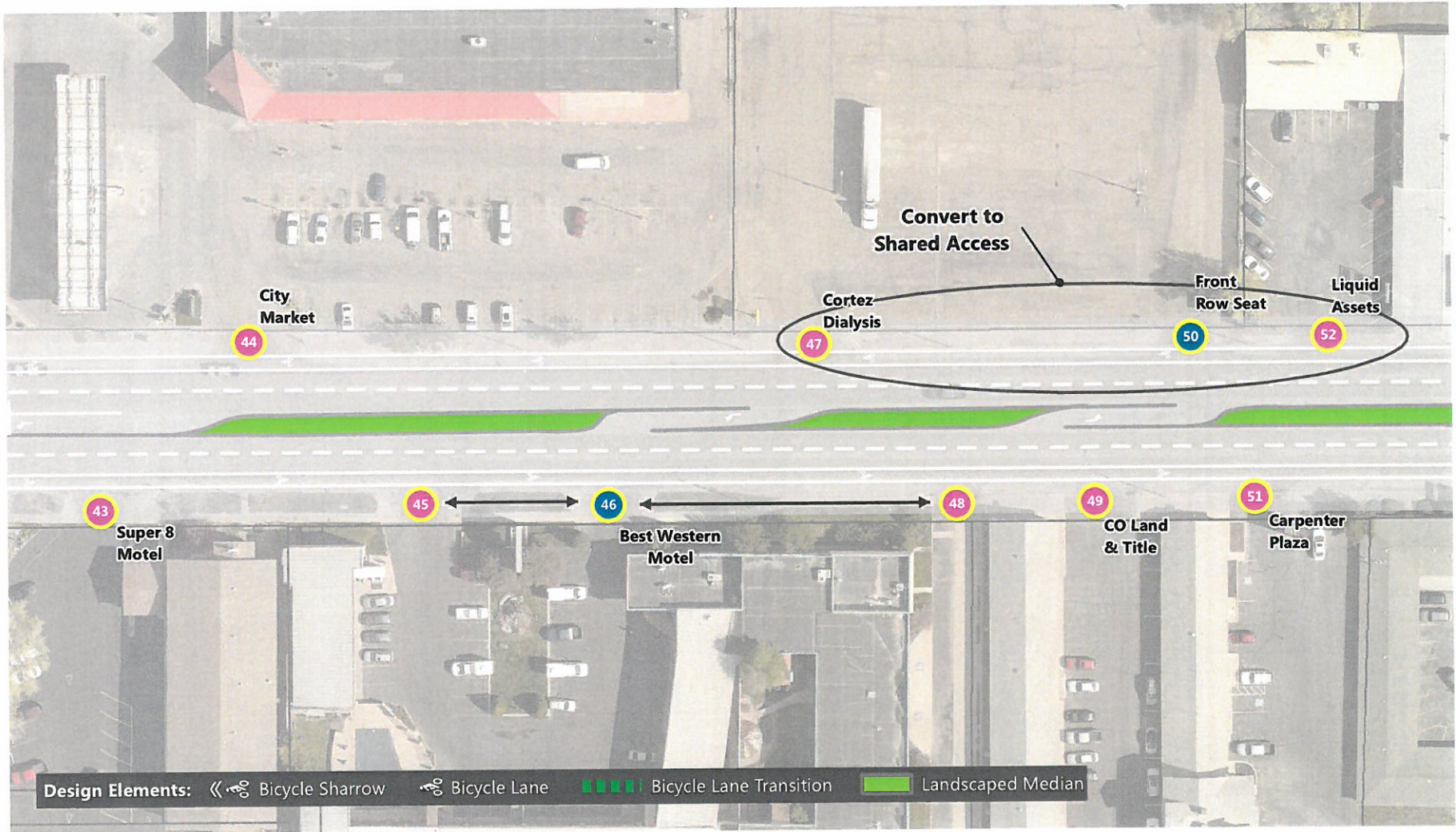


- Design Elements:** <<🚲 Bicycle Sharrows, 🚲 Bicycle Lane, ■■■■ Bicycle Lane Transition, ■ Landscaped Median
- Access Recommendations:**
- Full
 - 3/4 Access
 - Ingress Only
 - Left In Only
 - Right In Only
 - Right In/Right Out
 - Right Out Only
 - New Access
 - Recommended Closure
 - Planned Closure
 - Access Closed
 - Access Change
 - 🚦 Traffic Signal
 - ↔ Multiple Accesses per Business

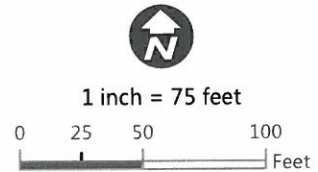


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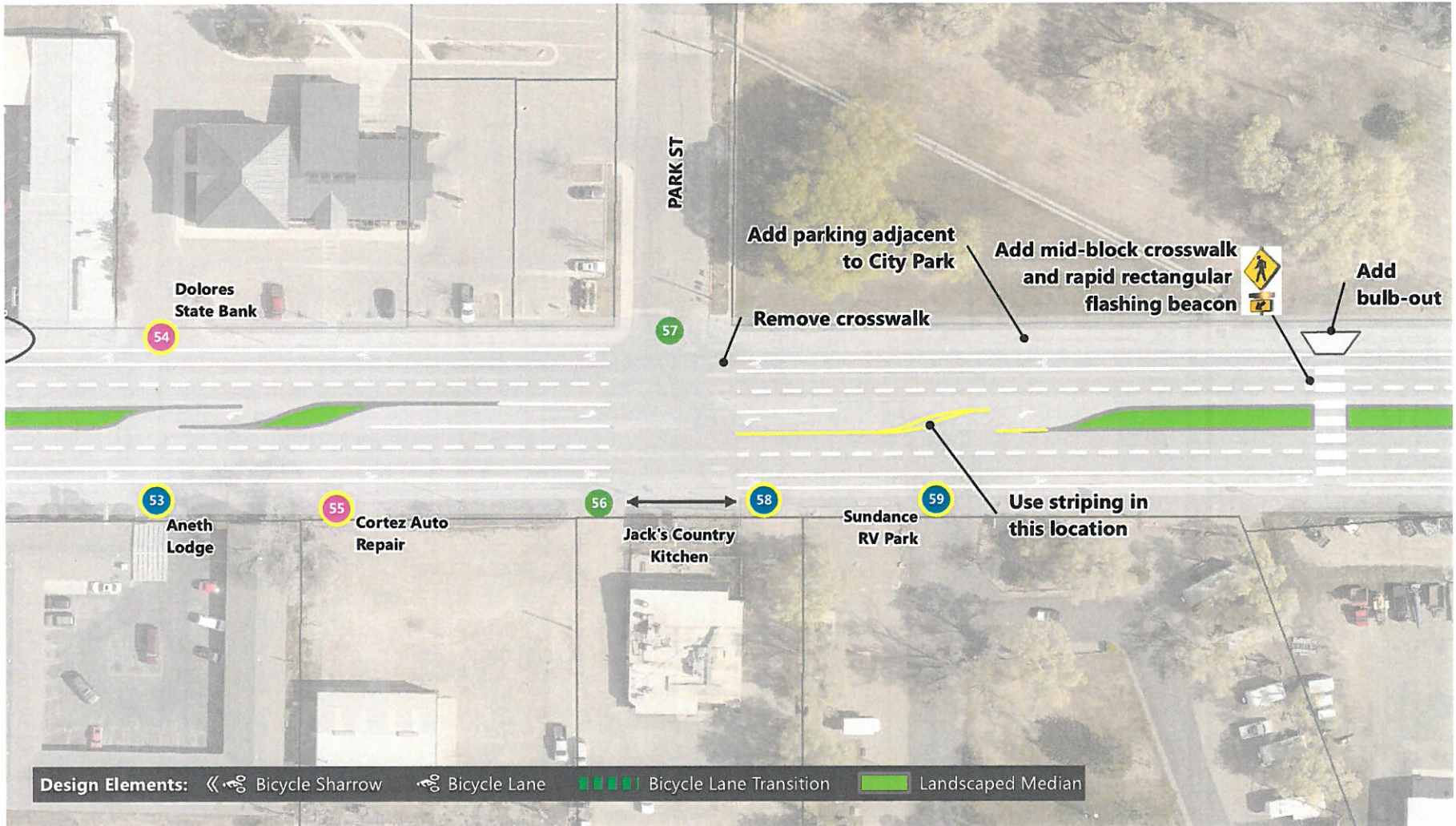




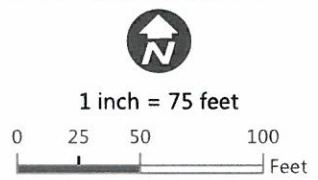
- Design Elements:** << 🚲 Bicycle Sharrow 🚲 Bicycle Lane 🌿 Bicycle Lane Transition 🌿 Landscaped Median
- Access Recommendations**
- 🟢 Full
 - 🟠 Right In Only
 - 🟡 Access Change
 - 🟣 Left In Only
 - 🟡 Recommended Closure
 - 🚦 Traffic Signal
 - 🟠 Right In/Right Out
 - 🔴 Planned Closure
 - 🔴 Multiple Accesses per Business
 - 🟡 Ingress Only
 - 🟡 Right Out Only
 - ⬛ Access Closed



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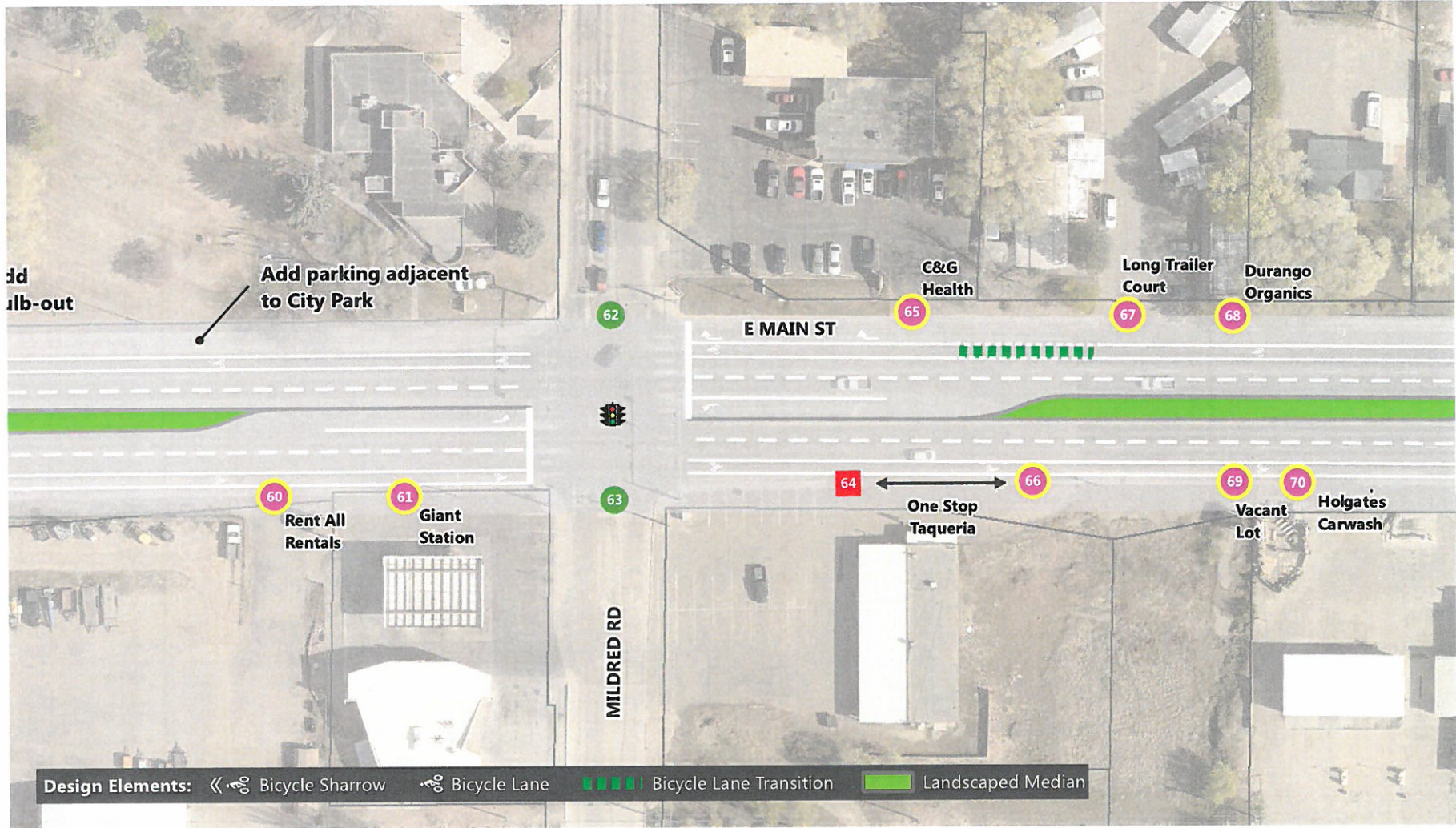


- Access Recommendations**
- Green circle: Full
 - Blue circle: 3/4 Access
 - Orange circle: Ingress Only
 - Blue circle: Left In Only
 - Brown circle: Right In Only
 - Pink circle: Right In/Right Out
 - Blue circle: Right Out Only
 - Pink circle: New Access
 - Red circle: Recommended Closure
 - Red square: Planned Closure
 - Black circle: Access Closed
 - Yellow circle: Access Change
 - Traffic signal icon: Traffic Signal
 - Double-headed arrow: Multiple Accesses per Business

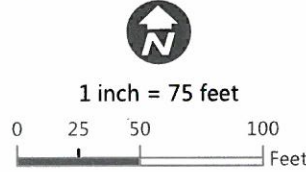


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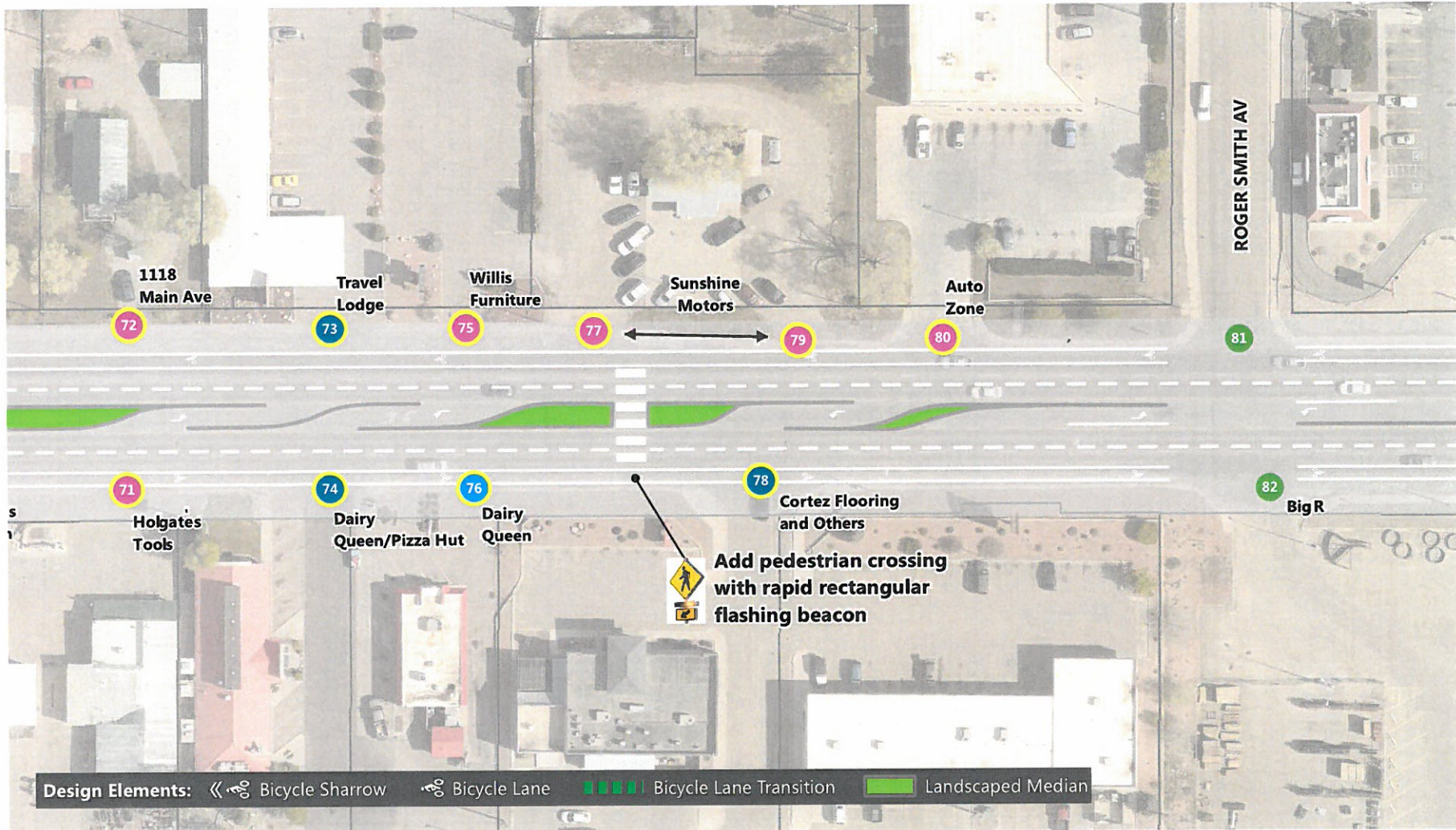




- Access Recommendations**
- Full
 - Left In Only
 - New Access
 - Access Change
 - 3/4 Access
 - Right In Only
 - Recommended Closure
 - Traffic Signal
 - Ingress Only
 - Right In/Right Out
 - Planned Closure
 - Multiple Accesses per Business
 - Right Out Only
 - Access Closed



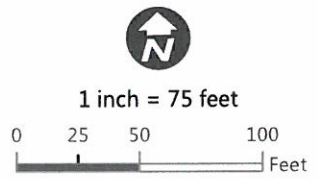
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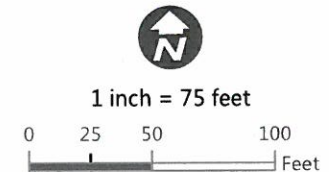
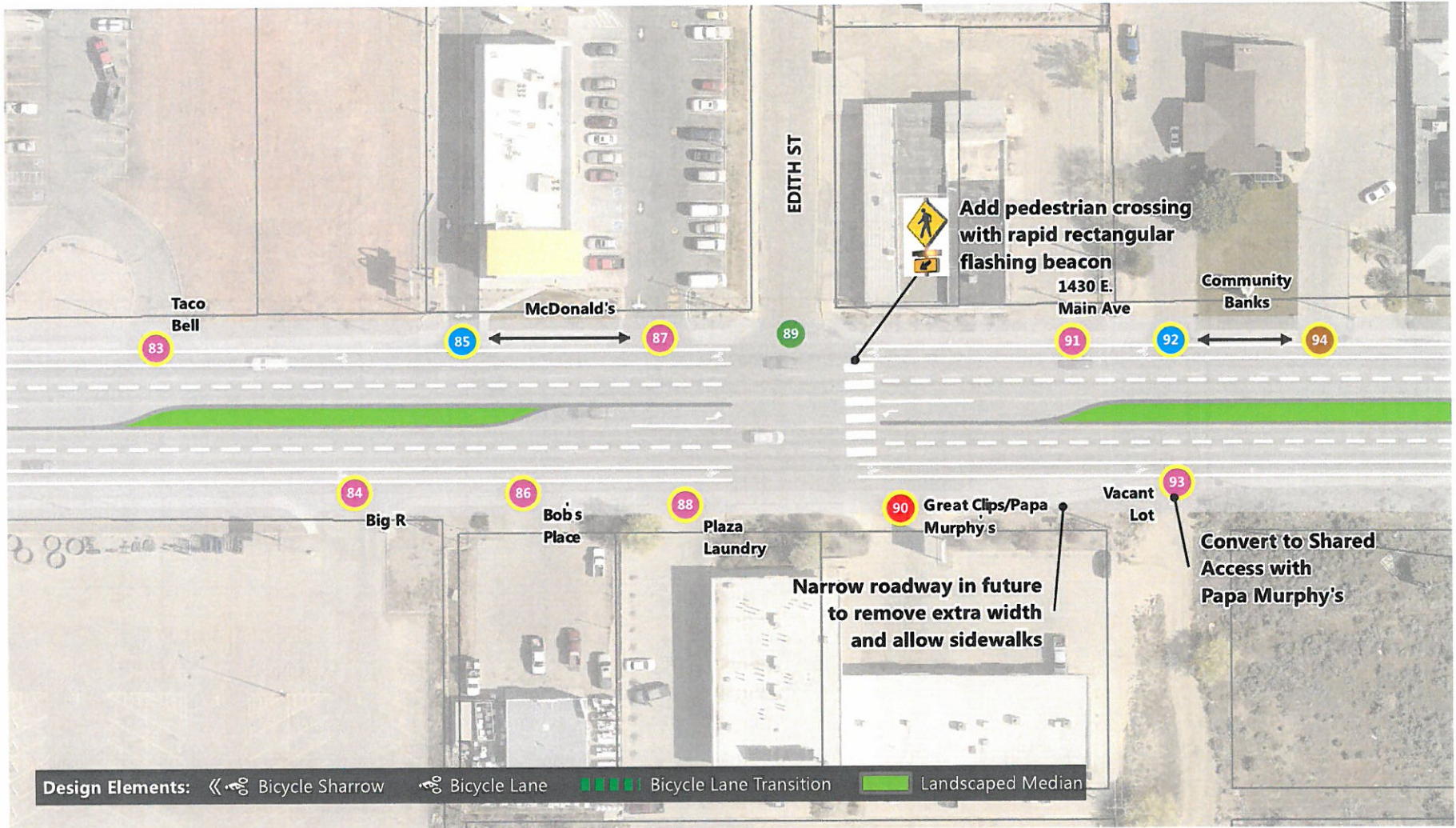
Design Elements: <<🚲 Bicycle Sharrow 🚲 Bicycle Lane 🟩🟩🟩🟩 Bicycle Lane Transition 🟩 Landscaped Median

Access Recommendations

- | | | | |
|--------------|--------------------|---------------------|--------------------------------|
| Full | Left In Only | New Access | Access Change |
| 3/4 Access | Right In Only | Recommended Closure | Traffic Signal |
| Ingress Only | Right In/Right Out | Planned Closure | Multiple Accesses per Business |
| | Right Out Only | Access Closed | |

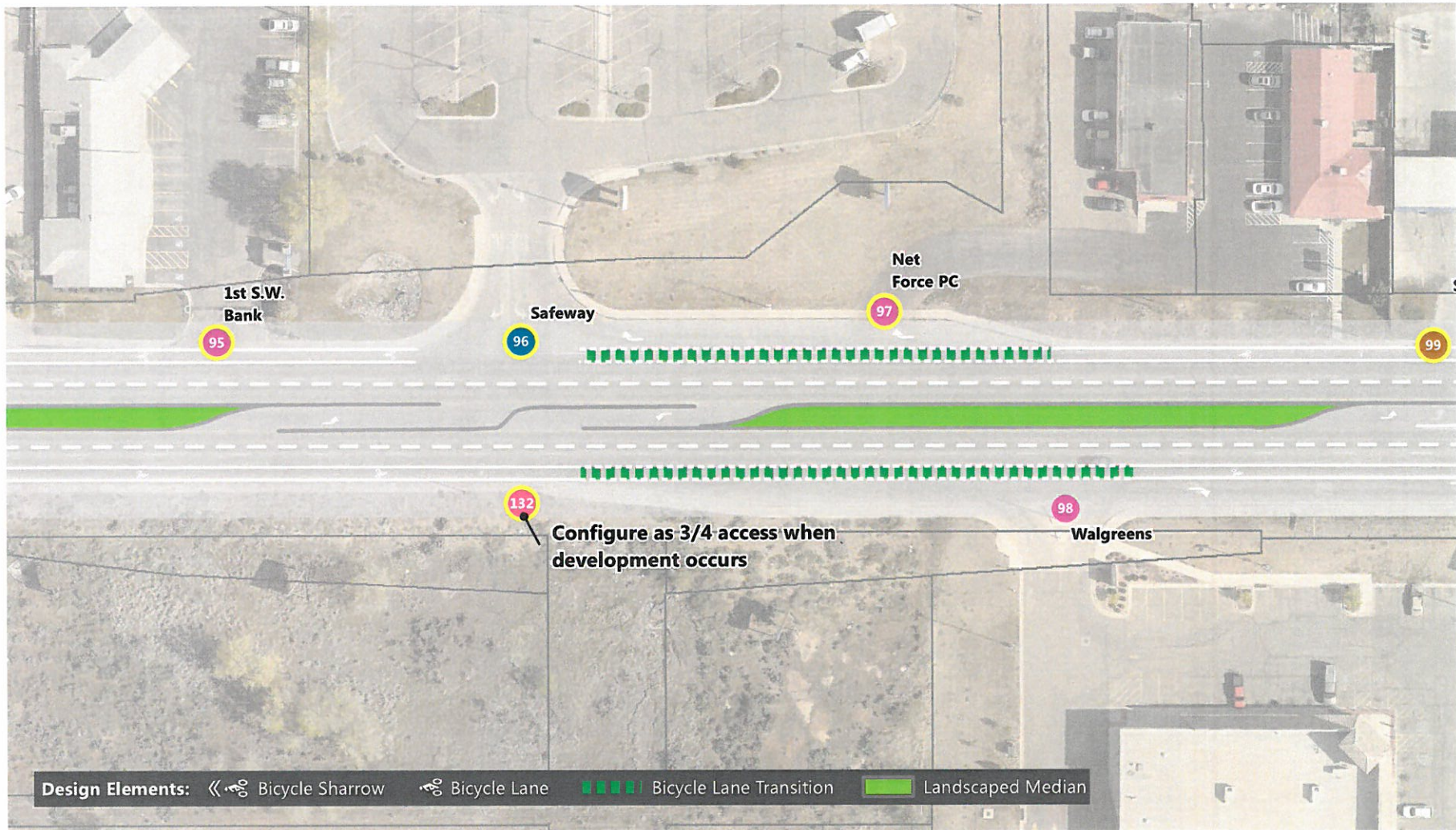


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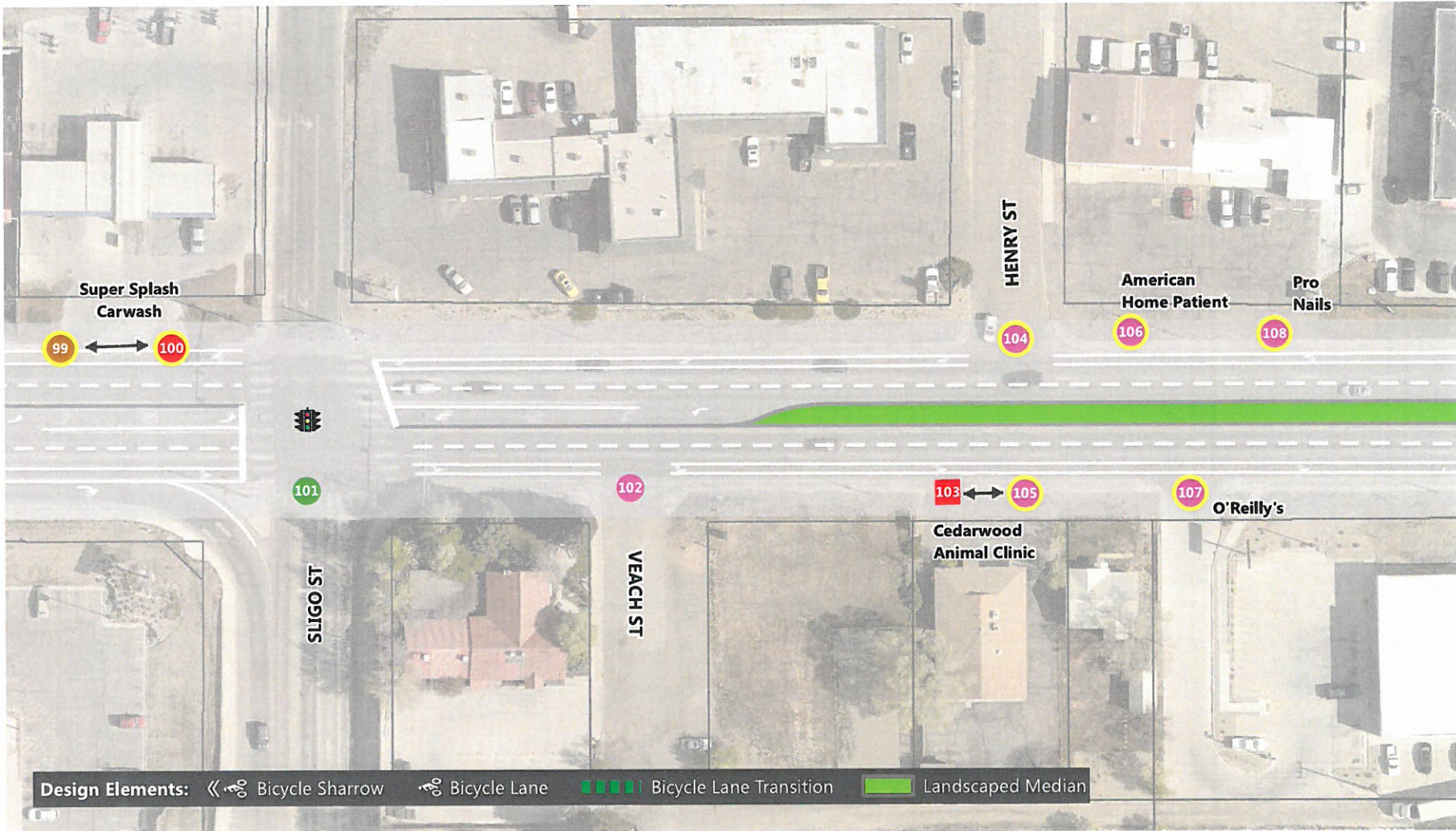


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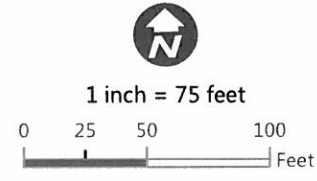




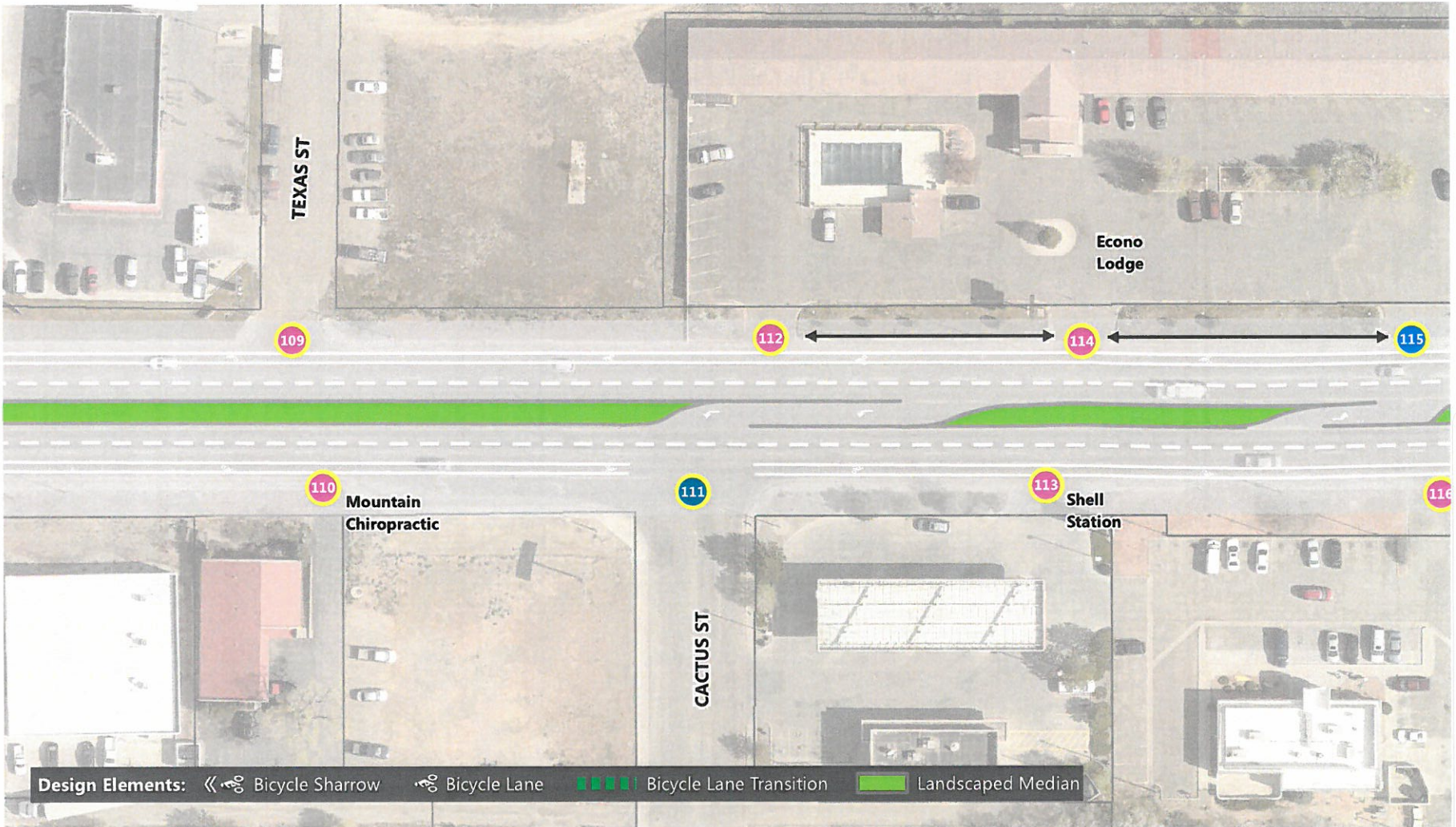
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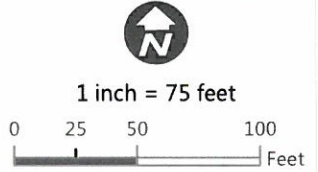
- Design Elements:**
- Bicycle Sharrow
 - Bicycle Lane
 - Bicycle Lane Transition
 - Landscaped Median
- Access Recommendations**
- Full
 - 3/4 Access
 - Ingress Only
 - Left In Only
 - Right In Only
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 - New Access
 - Recommended Closure
 - Planned Closure
 - Access Closed
 - Access Change
 - Traffic Signal
 - Multiple Accesses per Business



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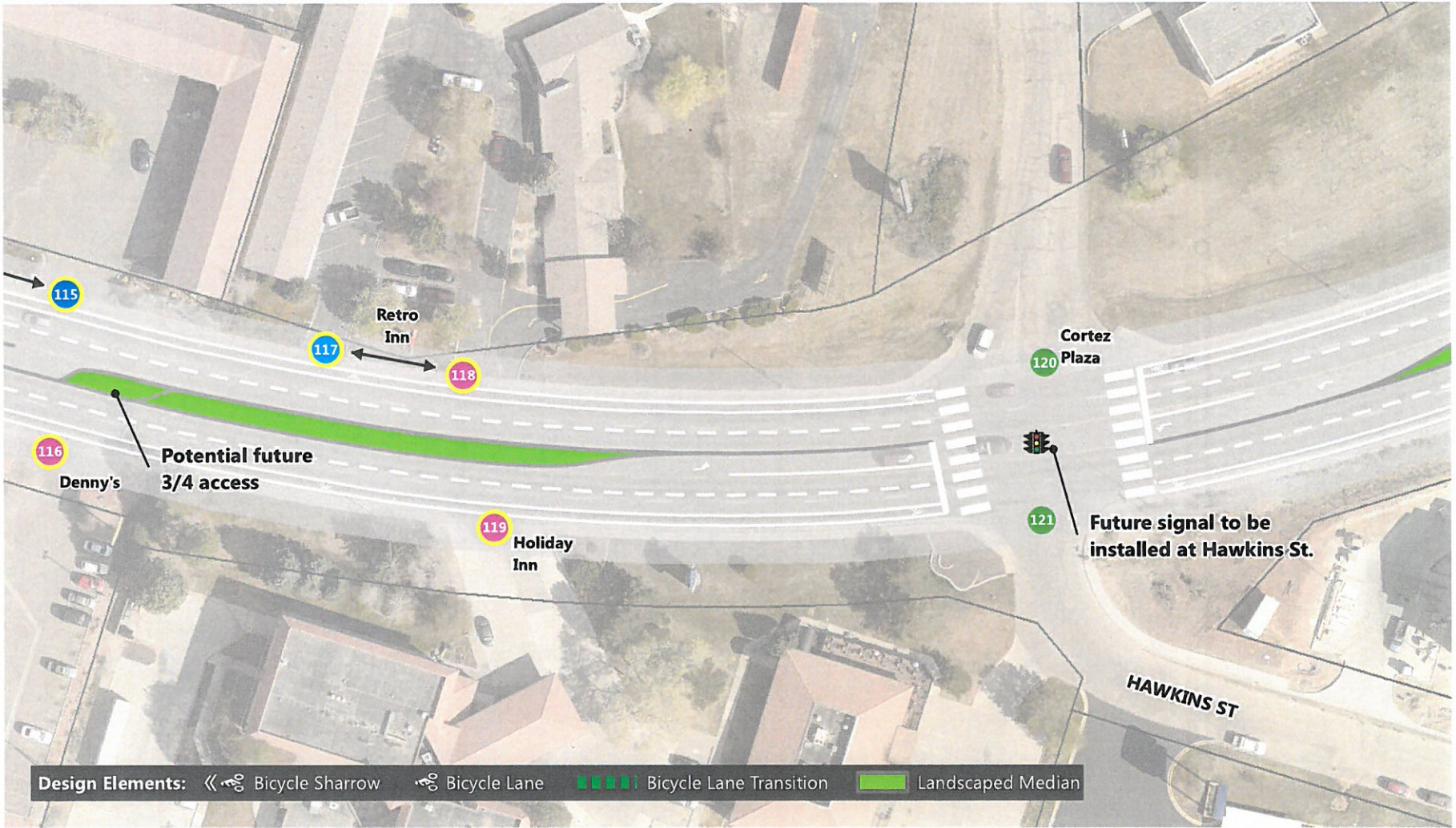


- Design Elements:** <<🚲 Bicycle Sharrow 🚲 Bicycle Lane 🟩🟩🟩🟩 Bicycle Lane Transition 🟩 Landscaped Median
- Access Recommendations**
- 🟢 Full
 - 🟡 Access Change
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 - 🚦 Traffic Signal
 - 🟣 Right In/Right Out
 - 🔴 Planned Closure
 - 🟡 Left In Only
 - 🟠 Recommended Closure
 - 🔴 Multiple Accesses per Business
 - 🟠 Ingress Only
 - 🟡 Right Out Only
 - ⬛ Access Closed

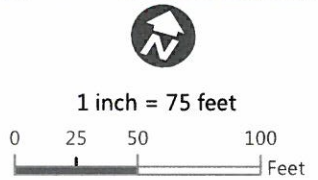


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- Access Recommendations**
-  Full
 -  Left In Only
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 -  Multiple Accesses per Business
 -  Right Out Only
 -  Access Closed



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Design Elements: Bicycle Sharrow Bicycle Lane Bicycle Lane Transition Landscaped Median

Access Recommendations

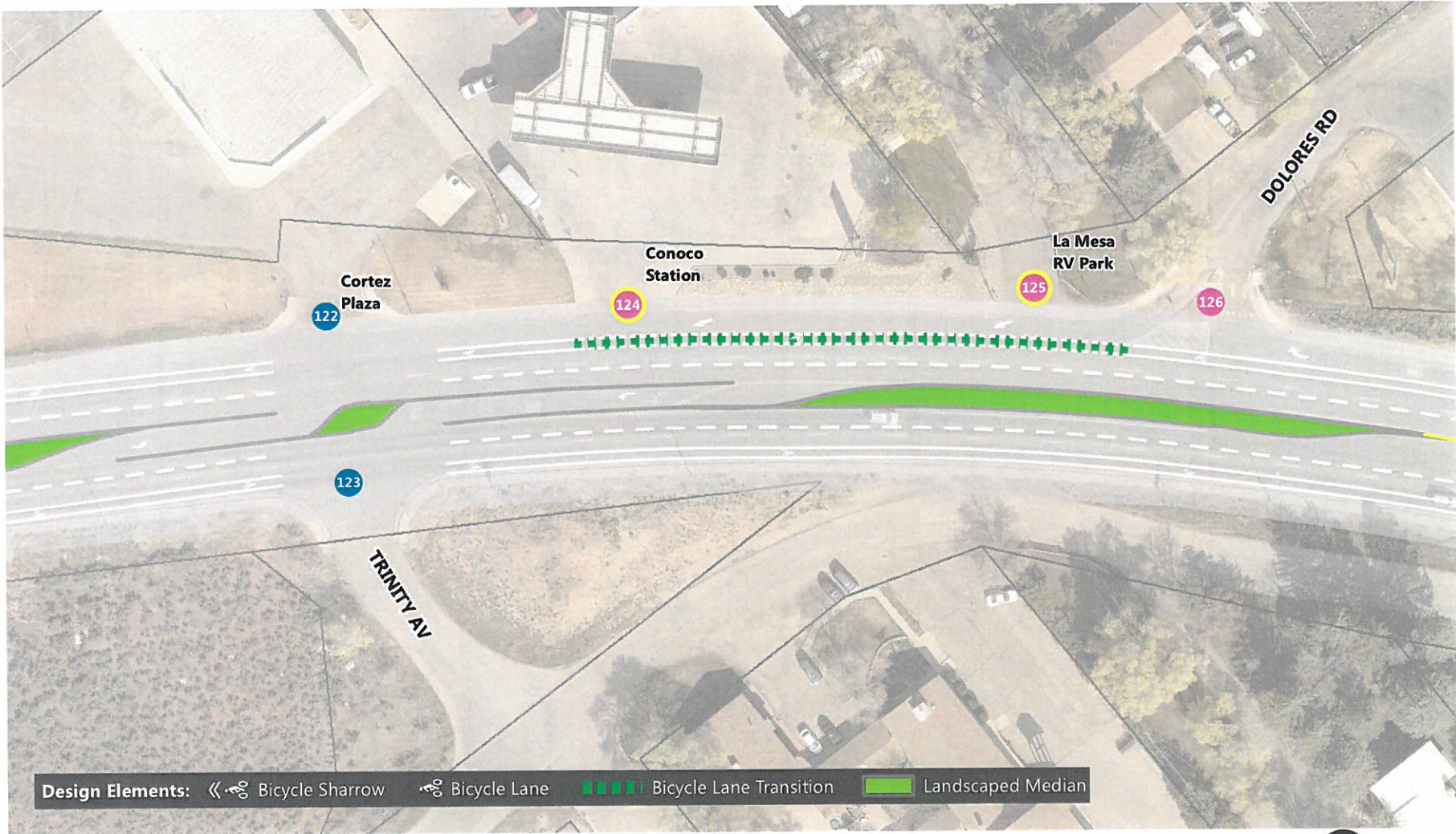
- | | | | |
|--------------|--------------------|---------------------|--------------------------------|
| Full | Left In Only | New Access | Access Change |
| 3/4 Access | Right In Only | Recommended Closure | Traffic Signal |
| Ingress Only | Right In/Right Out | Planned Closure | Multiple Accesses per Business |
| | Right Out Only | Access Closed | |



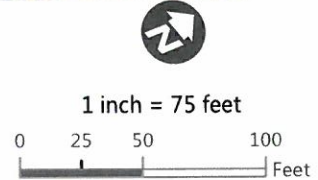
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 0 25 50 100 Feet



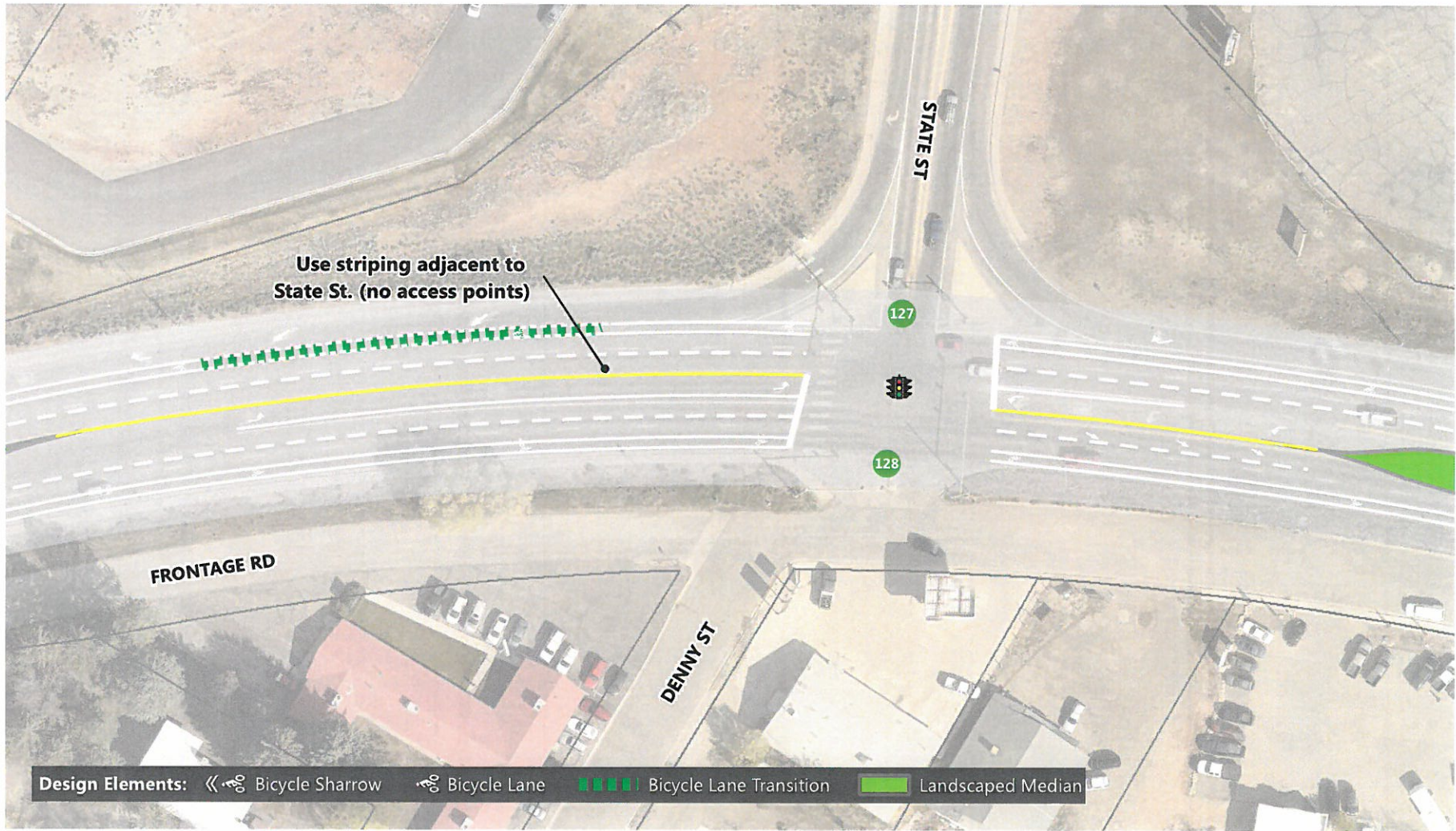
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- Access Recommendations**
- Full
 - 3/4 Access
 - Ingress Only
 - Left In Only
 - Right In Only
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 - Traffic Signal
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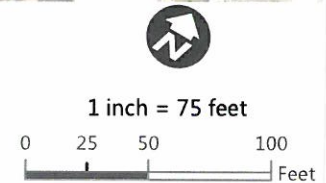


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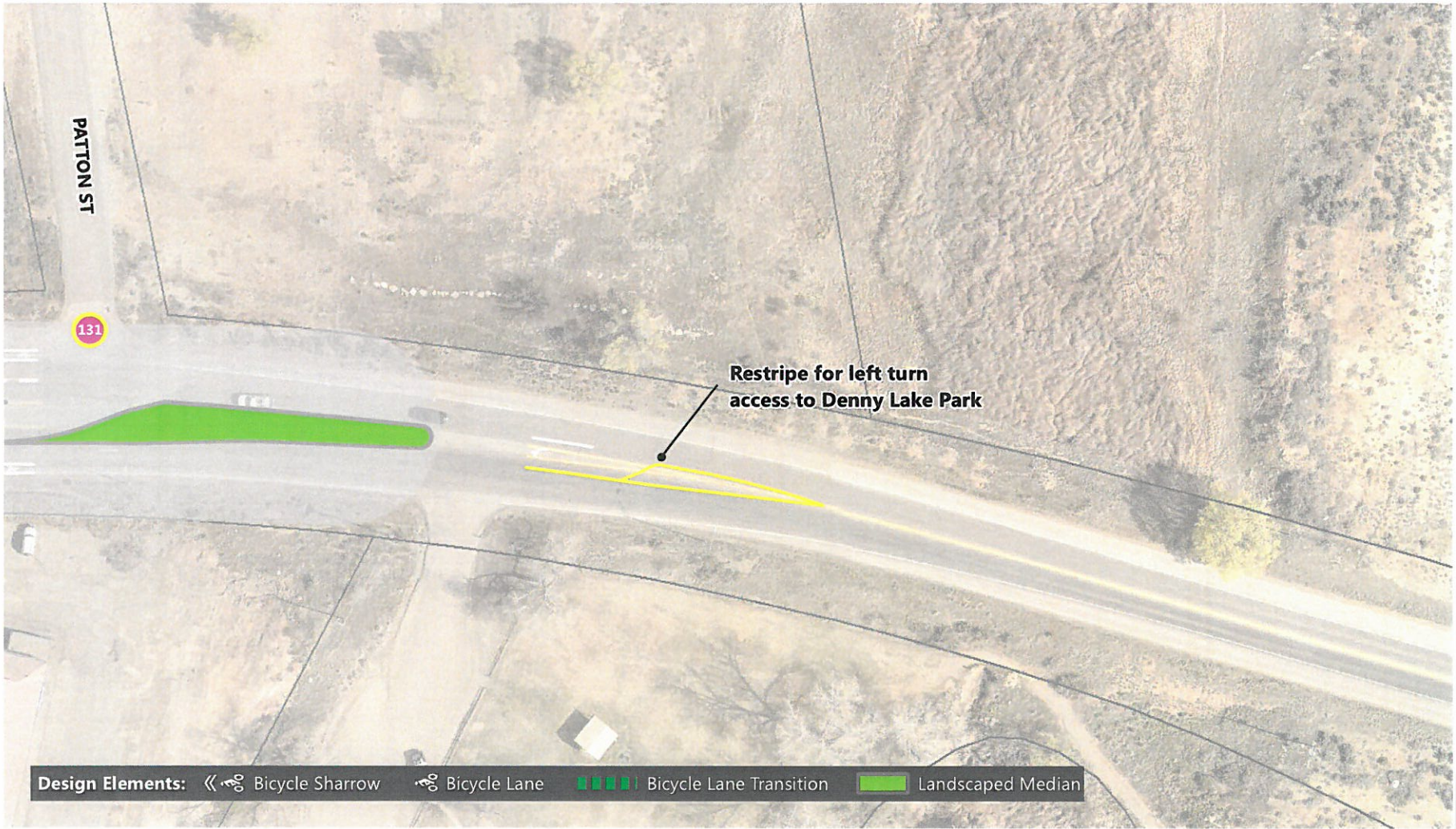
Access Recommendations

- | | | | |
|--------------|--------------------|---------------------|--------------------------------|
| Full | Left In Only | New Access | Access Change |
| 3/4 Access | Right In Only | Recommended Closure | Traffic Signal |
| Ingress Only | Right In/Right Out | Planned Closure | Multiple Accesses per Business |
| | Right Out Only | Access Closed | |





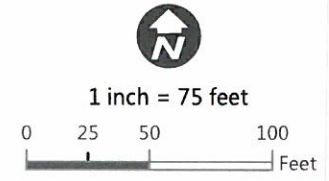
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Restripe for left turn access to Denny Lake Park

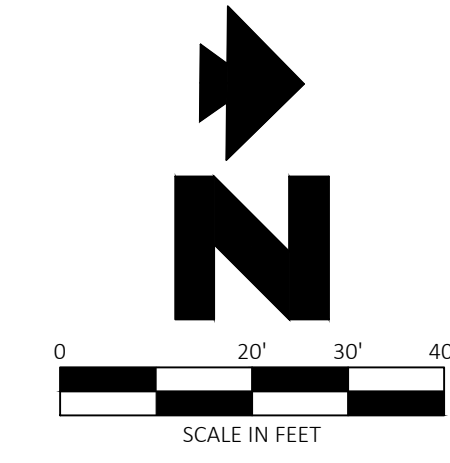
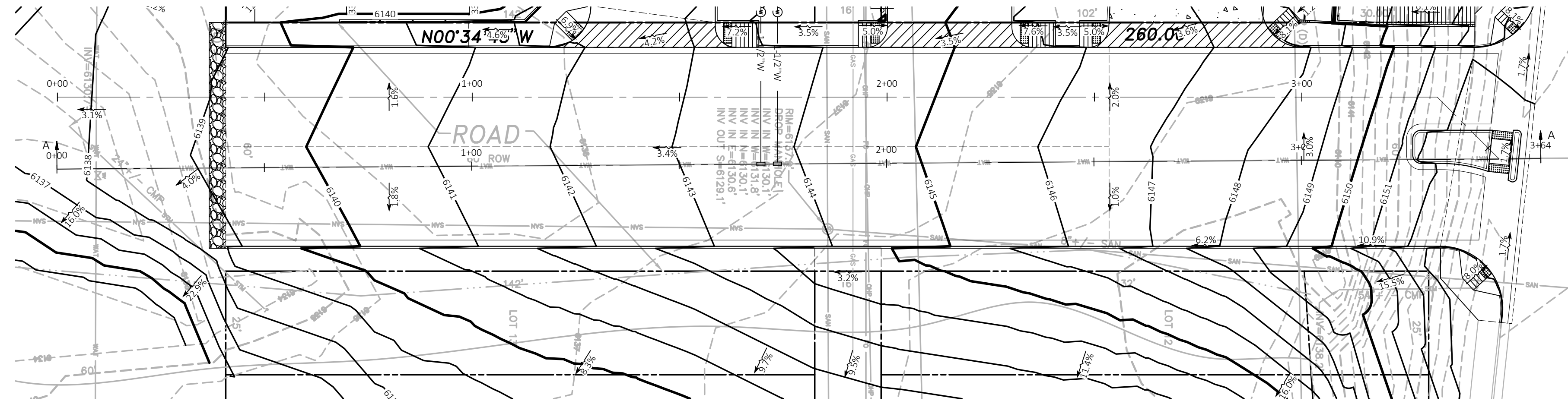
Design Elements: << Bicycle Sharrow Bicycle Lane Bicycle Lane Transition Landscaped Median

- | | | | |
|--|--|--|---|
| Access Recommendations | ● Left In Only | ● New Access | ● Access Change |
| ● Full | ● Right In Only | ● Recommended Closure | Traffic Signal |
| ● 3/4 Access | ● Right In/Right Out | ■ Planned Closure | Multiple Accesses per Business |
| ● Ingress Only | ● Right Out Only | ● Access Closed | |

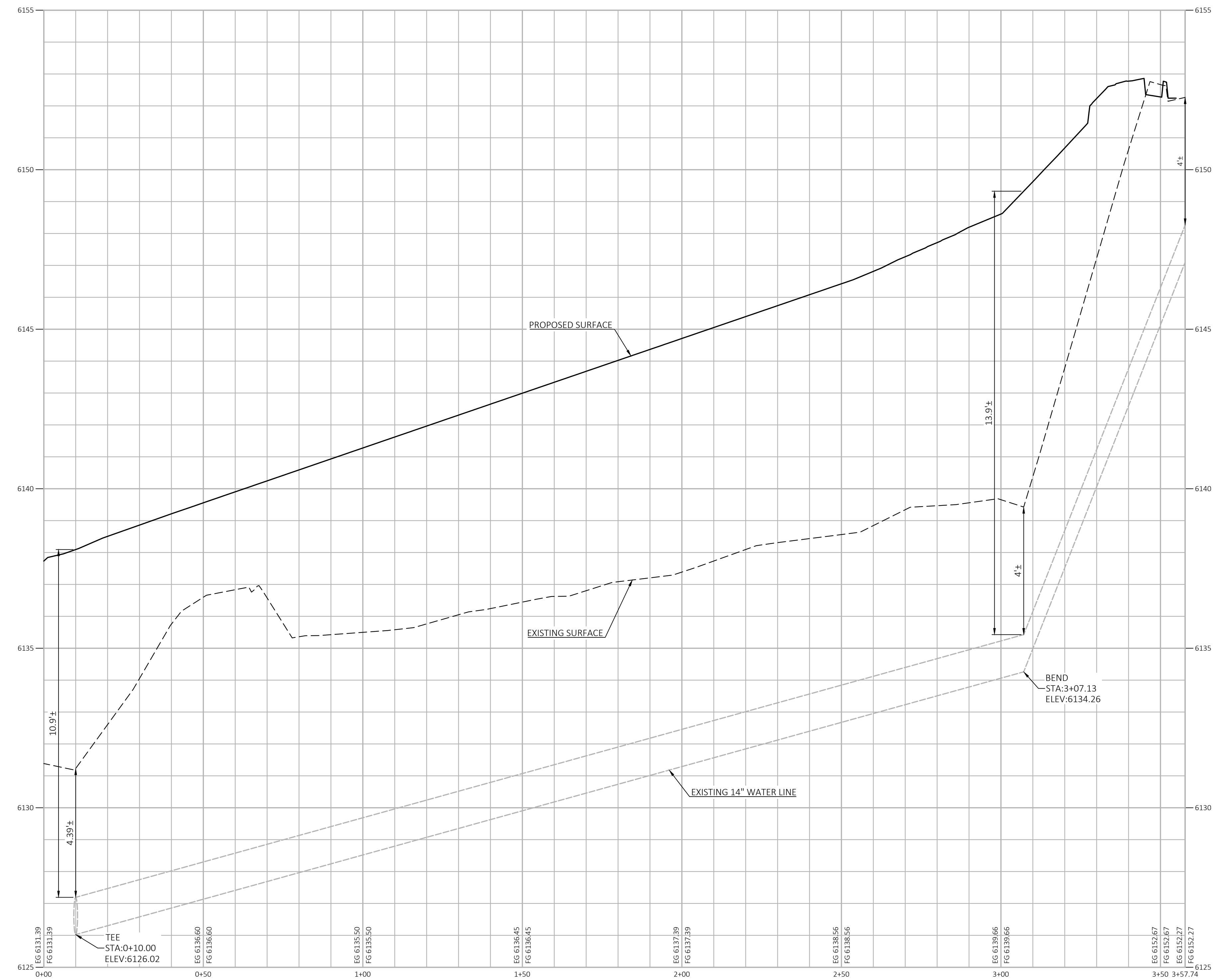


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WATER LINE - A PROFILE
 VERTICAL SCALE: 1"=2'
 HORIZONTAL SCALE: 1"=20'



DRAWING LOCATION: P:\20200\23272\DRAWINGS\DESIGN\WORKING\23272-EP.DWG SAVED BY: JCOLLIER



CEI ENGINEERING ASSOCIATES, INC.
 710 W Pinedale AVE
 FRESNO, CA 93711
 PHONE: (559) 447-3119
 FAX: (559) 447-3129



CLIENT:
 3K1 CONSULTING SERVICES, LLC.
 11811 N. TATUM BOULEVARD,
 PHOENIX, ARIZONA 85028
 PHONE: (602) 850-8101



PLANS PREPARED FOR
 QUICK N CLEAN
 7291 E. ADOBE DRIVE, SUITE 115
 SCOTTSDALE, AZ 85255
 PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

QUICK N CLEAN
 1511 EAST MAIN STREET
 CORTEZ, CO

FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	JSC
CEI PROJECT NUMBER	32372
DATE	2/7/2023
REVISION	REV-2

EXISTING WATER LINE
 PROFILE
 SHEET TITLE
 SHEET NUMBER

EX1

GEOTECHNICAL INVESTIGATION REPORT

**Proposed Quick N Clean Carwash
1511 Main Street
Cortez, Colorado**

Yeh Project No.: 222-475

November 10, 2022

Prepared for:

**3K1 Consulting Services, LLC
11811 N. Tatum Boulevard, Suite 1051
Tucson, Arizona 85028**

Attn: Mr. Nick Barber

Prepared by:

**Yeh and Associates, Inc.
570 Turner Dr. Suite D
Durango, CO. 81303
Phone: 970-475-9590**

GEOTECHNICAL INVESTIGATION REPORT

Proposed Quick N Clean Carwash
1511 Main Street
Cortez, Colorado

Yeh Project No.: 222-475

November 10, 2022

Prepared by:



Roger K. Southworth, P.E.
Senior Project Engineer

Reviewed by:

Marty Skyrman, P.E.
Senior Project Engineer

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1.0 PURPOSE AND SCOPE OF STUDY

This report presents the results of our geotechnical investigation for the carwash that will be constructed in Cortez, Colorado. This investigation was performed in general accordance with our Proposal No. 222-475 dated October 13, 2022. Our scope of services included a field exploration, laboratory testing, geotechnical engineering analyses, and preparation of this report.

The purposes of this investigation were to evaluate the subsurface conditions on the site and to develop geotechnical recommendations to guide design and construction of the proposed carwash. Our scope of services included the following:

- Drilling soil borings to evaluate the subsurface conditions in the proposed building and pavement areas.
- Laboratory testing of the soils encountered during the field exploration to evaluate pertinent engineering properties of the soil.
- Foundation design recommendations, including allowable bearing pressure, approximate depth to bearing stratum, and estimated movement.
- Floor slab design considerations and floor slab subgrade preparation recommendations.
- Pavement subgrade preparation and recommended pavement sections.
- Estimated soil percolation rate for detention basin design
- Earthwork, including recommendations for fill placement and compaction, suitability of the site soil for reuse as engineered fill, and subgrade preparation.
- Discussion of geotechnical conditions that could impact construction, such as subgrade stabilization, hard rock excavation, and drainage.

2.0 PROPOSED CONSTRUCTION

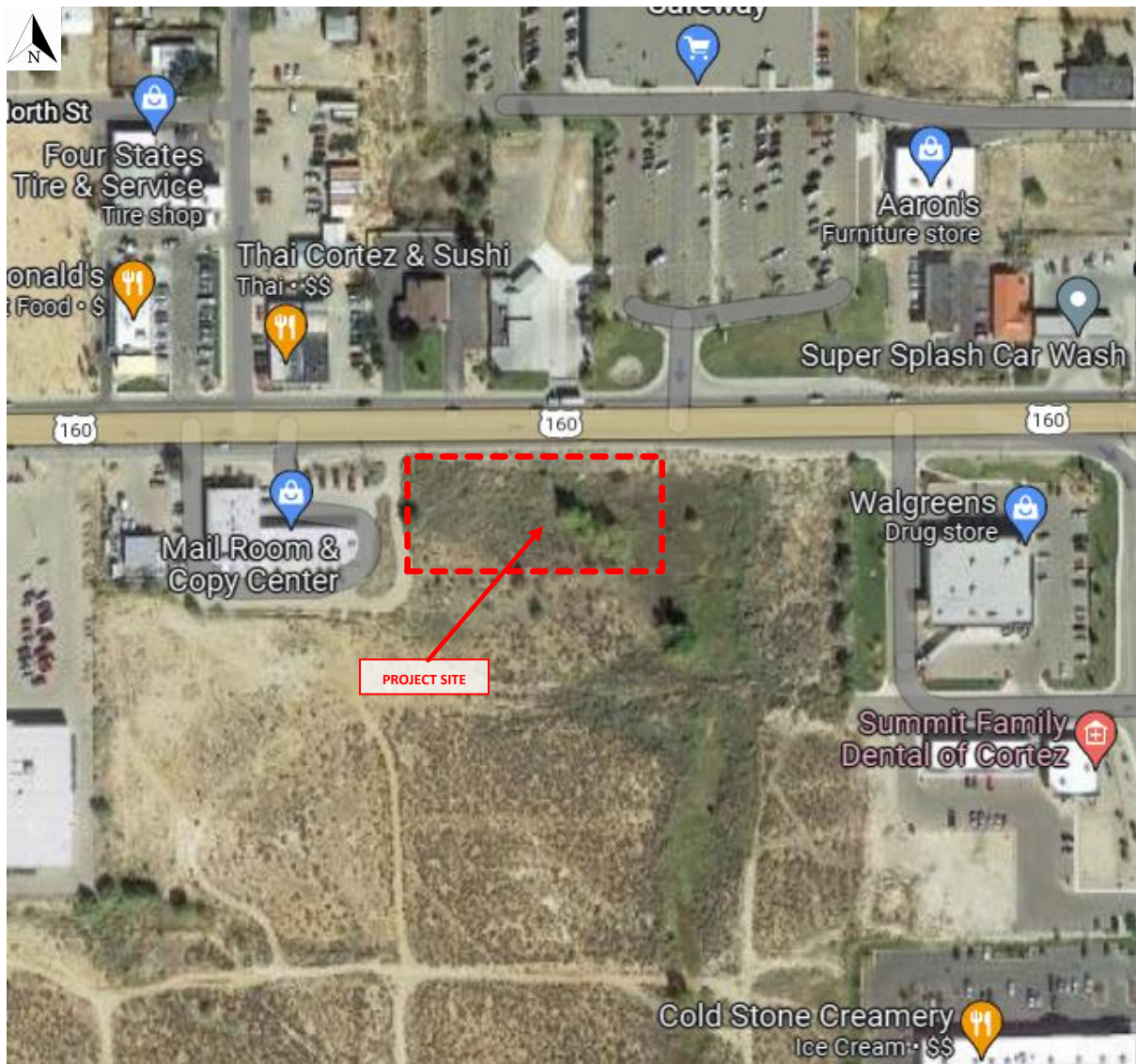
The project will consist of constructing a carwash in Cortez, Colorado. The location of the project site is depicted on the following Figure 1, *Project Location Map*. The facility will include a one-story building with a footprint of approximately 5,380 square feet, a parking lot and drives, a detention pond, and associated infrastructure. It was assumed that the building will have maximum column loads of less than 100 kips and maximum wall loads of less than 3 kips per linear foot.

The *Grading Plan* for the project prepared by CEI Engineering Associates, Inc dated October 4, 2022 indicates that a finish floor elevation of El. 6142.5 feet is planned for the building. The site grades in the proposed building area currently vary from about El. 6138 to 6142 feet. The finish

floor of the building will therefore vary from about ½ foot lower to 4 feet higher than the current site grades.

The project site slopes down from the west towards the east approximately 11 feet, with elevations ranging from about El. 6136 to 6147 feet. The final site grades in the western portion of the site will be within about 1 foot of the current site grades. The final site grades in the eastern portion of the site will be about 3 to 10 feet higher than the current site grades. We should be contacted if this information is incorrect so that we can determine if a revision of the recommendations contained herein is necessary.

Figure 1 – Project Location Map



3.0 SITE CONDITIONS

The project site was vacant and vegetated with native grasses, brush, and small trees at the time of the field investigation. The site slopes down from the west towards the east approximately 11 feet. The site is on the order of 3 to 18 feet lower than East Main Street, which is located immediately north of the site. The site is bounded by vacant land to the south and east of the site, and by a strip shopping center to the west of the site. A site photograph is provided in the following Figure 2.

Figure 2 –Site Photograph



Project site looking north from near the southeast property corner

4.0 SUBSURFACE INVESTIGATION

4.1 Field Exploration

Eight borings were drilled for this project to depths ranging from approximately 5 to 10 feet. Four of the borings were terminated due to auger refusal in sandstone. The other four borings were terminated at a depth of 5 feet, prior to encountering the sandstone. The approximate boring locations are indicated on the *Boring Location Plan* attached in Appendix A.

Samples of the subsurface materials were obtained from the borings at select depths by driving a split-spoon sampler. Bulk samples of the soil were recovered from auger cuttings as the borings were advanced. The samples were transported to our laboratory where they were examined by the project geotechnical engineer and a program of laboratory testing was prepared.

Penetration resistance measurements were made by driving the samplers into the subsurface materials with a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler 12 inches, after an initial penetration of 6 inches for the standard sampler, constitutes the N-value as shown on the boring logs. The N-values can be correlated to the relative density of granular soil and the consistency of cohesive soil.

Water levels were recorded in each boring at completion of the drilling operations. The borings were backfilled with the auger spoil after the water level readings were obtained. The water level readings are presented on the boring logs.

The drilling operations were monitored by a Yeh and Associates geotechnical engineer. The engineer prepared field logs documenting the soil conditions encountered, groundwater levels, standard penetration test blow counts (N-values), sampling intervals, and types of samples obtained. The field logs were used by the project geotechnical engineer as an aid in preparing the final boring logs. Copies of the boring logs are presented in Appendix B. Our scope of services did not include survey of the boring locations.

4.2 Laboratory Testing

The recovered soil samples were classified by the project geotechnical engineer in accordance with the Unified Soil Classification System (USCS). Laboratory tests were then performed on select samples to evaluate the pertinent engineering properties of the soil. The laboratory testing was conducted in general accordance with the American Society for Testing and Materials (ASTM) test procedures. The following laboratory tests were performed for this evaluation:

- Water Content
- Dry Unit Weight
- Liquid and Plastic Limits
- Swell/Compression Potential
- Percent Passing No. 200 Sieve

The laboratory test results are presented on the boring logs.

5.0 SUBSURFACE CONDITIONS

Lean clay with variable sand content was encountered in the borings to depths of about 6 to 9½ feet, underlain by sandstone that extended to the boring termination depths. Sandstone was not encountered in Borings B-2 through B-5, which were terminated at a depth of 5 feet, prior to encountering the sandstone. The consistency of the lean clay varied from medium stiff to hard.

Groundwater was not encountered in the borings during drilling. Variations in the groundwater level may occur seasonally. The magnitude of the variation will be largely dependent upon the amount of spring snowmelt, duration and intensity of precipitation, irrigation practices, site grading changes, and the surface and subsurface drainage characteristics of the surrounding area. Perched water tables may be present but were not encountered in the borings.

6.0 RECOMMENDATIONS

6.1 Design Considerations

The borings indicate that the project site is underlain by highly expansive clay, which will experience volume change with variations in its water content. Structures and related improvements situated within the clay will experience large movements if the moisture content of the clay increases. The foundations and floor slabs should therefore be underlain by non-expansive fill and moisture conditioned soil in order to reduce the amount of movement due to clay shrink/swell. Recommendations for treatment of the foundation/floorslab subgrade in order to reduce the potential for excessive movement are presented herein.

6.2 Foundations

The proposed carwash can be supported by spread footings. However, the site soil is expansive and is not recommended for direct foundation support. The footings should be underlain by a layer of engineered fill having a minimum thickness of 24 inches in order to reduce the potential for movement due to soil shrink/swell. Foundation subgrade preparation is discussed in greater detail in the **Earthwork** section of this report.

Foundations bearing on the newly placed engineered fill can be designed for a maximum net allowable bearing pressure of 2,500 pounds per square foot (psf). The allowable bearing pressure applies to dead load plus design live load conditions. The design bearing pressure can be increased by one-third or as allowed by local code, when considering transient loads, such as wind or seismic.

Resistance to lateral loads will be provided by the passive earth pressure acting against the footings and the frictional resistance acting along the base of the footings. An ultimate passive earth pressure resistance of 300 pounds per square foot per foot (psf/ft) is recommended for design. A coefficient of sliding resistance of 0.35 is recommended for design. The lateral load resistance should incorporate a factor of safety of at least 1.5.

The foundations should be founded a minimum of 32 inches below the final site grade for frost considerations. Interior footings in heated areas should have a minimum embedment depth of 12 inches. Strip footings should have a minimum width of 16 inches and isolated column pad foundations should have a minimum dimension of 24 inches.

We estimate that the total post-construction movement of foundations supported as recommended herein will be on the order of 1 inch or less. We estimate that the differential movement between comparably sized and loaded foundations could equal the total foundation movement. Additional foundation movement can occur if water from any source infiltrates the foundation subgrade. Therefore, proper drainage should be provided in the final design and during construction.

Foundation excavations should be observed by the project geotechnical engineer, or a representative of the engineer, to document that the foundation bearing stratum is similar to the conditions encountered in the borings. If the subsurface conditions encountered differ from those presented herein, supplemental recommendations may be required.

6.3 Floor Slab

A slab-on-grade floor can be used for the proposed carwash. However, the site soil is expansive and is not recommended for direct floor slab support. The floor slab should therefore be underlain by a minimum of 18 inches of non-expansive fill to reduce the potential for floor slab movement due to shrink/swell of the expansive clays. The floor slab subgrade should be prepared in accordance with the recommendations presented in the **Earthwork Recommendations** section of this report.

Additional floor slab design and construction recommendations are as follows:

- Positive separations and/or isolation joints should be provided between slabs and all foundations, columns, or utility lines to allow independent movement.
- Control joints should be provided in slabs to control the location and extent of cracking.
- Interior trench backfill placed beneath slabs should be compacted in accordance with recommended specifications outlined herein.
- If moisture-sensitive floor coverings are used on interior slabs, barriers to reduce the potential for vapor rise through the slab are recommended.
- Floor slabs should not be constructed on frozen subgrade.
- Other design and construction considerations, as outlined in Section 302.1 R of the "ACI Design Manual", are recommended.

6.4 Seismic Considerations

The building should be designed to resist lateral forces generated by earthquake shaking in accordance with the current building codes and applicable design practice. The site is classified as Site Class C "Very Dense Soil and Soft Rock" per Table 20.3-1 *Site Classification* in ASCE-7 (ASCE 2016). The site class was based on the conditions encountered in our shallow exploratory soil borings and our knowledge of the soil conditions in the site vicinity. The soil characteristics extending beyond the depth of our borings were assumed for the purposes of providing this site classification. Values for use in seismic design are presented in the following table.

The design parameters were determined using a website application (www.seismicmaps.org) developed by the Structural Engineers Association of California (SEAOC) and California's Office of Statewide Health Planning and Development (OSHPD). The program uses the United States Geological Survey (USGS) web services to retrieve seismic design data and present it in a report format. A copy of the computer output from this program is attached in Appendix C.

Table 1 – Seismic Design Parameters

Seismic Parameter	Value
Latitude, degrees	37.348462
Longitude, degrees	-108.566535
Site Class	C
S_s , Seismic Factor for Site Class D at 0.2 seconds	0.172
S_1 , Seismic Factor for Site Class D at 1 second	0.055
F_a , Site Amplification Factor at 0.2 seconds	1.3
F_v Site Amplification Factor at 1 second	1.5
S_{MS} , Site Specific Response Parameter at 0.2 seconds	0.223
S_{M1} , Site Specific Response Parameter at 1 second period	0.082
$S_{DS} = 2/3 S_{MS}$, Design Spectral Acceleration Parameter at Short Periods	0.149
$S_{D1} = 2/3 S_{M1}$, Design Spectral Acceleration Parameter at 1 second period	0.055

6.5 Drainage Considerations

Properly functioning foundations and floor slabs require appropriately constructed and maintained site drainage conditions. Therefore, it is extremely important that positive drainage be provided during construction and maintained throughout the life of the structure. It is also important that proper planning and control of landscape and irrigation be performed.

The building should be provided with downspouts extensions to direct water away from the structure. The downspouts should discharge into drainage swales or into the storm sewer system.

Infiltration of water into utility or foundation excavations must be prevented during construction. Backfill against footings, exterior walls, and in utility and sprinkler line trenches should be well compacted and free of all construction debris to reduce the potential for moisture infiltration. If utility line trenches are backfilled with the on-site clay, care should be taken not to overcompact the backfill. However, if the trenches are backfilled with granular soil then a clay plug should be placed in the trench adjacent to the building to reduce the potential for water following the trench back under the structure.

In areas where sidewalks, patios, or driveways do not immediately adjoin the structure, the ground surface adjacent to the structure should slope down at a grade of about five percent for a distance of at least 10 feet from the perimeter walls. Planters or other surface features that could retain water adjacent to the structure should be avoided. If planters and/or landscaping are adjacent to or near the structure, we recommend the following:

- Grades should slope away from the structure.
- Planters should slope away from the structure and should not pond water. Drains should be installed in enclosed planters to facilitate flow out of the planters.
- Watering should be kept to a minimum. Irrigation systems should be situated on the far side of any planting and away from the building to reduce the potential for infiltration beneath the structure from possible leaks.
- A minimum horizontal distance of 36 inches should be maintained between the building foundations and shallow-rooted plants. In a like manner, for deeper-rooted plants a minimum of 72 inches should be maintained between the building foundations and the plants. These deeper-rooted plants should also have a low water requirement.
- Trees should be planted no closer than a distance equal to one-half their mature height or fifteen feet, whichever is greater, from the building.

These recommendations will help reduce the potential for soil movement and the resulting distress but will not eliminate this potential.

6.6 Pavement

The project will include the construction of parking lots and drives. Based upon the conditions encountered in the borings it is anticipated that the pavement subgrade will consist of lean clay. Design traffic volumes were not provided for our analysis. It was assumed that the development would be subject to automobile and light truck traffic, with occasional moderately loaded delivery traffic. A pavement design life of 20 years was assumed for the analysis.

A revision of the recommended pavement sections may be necessary if the design traffic loading conditions are different than assumed. An evaluation of the type and volume of traffic that each portion of the parking lot will experience should be conducted to determine if the pavement sections presented herein are appropriate.

Table 2: Recommended Pavement Sections

Traffic Area	Asphalt Pavement	Aggregate Base Course
Parking Stalls	3 inches	6 inches
Access Drives	4 inches	8 inches

The "design life" of a pavement is defined as the expected life at the end of which reconstruction of the pavement will need to occur. Normal maintenance, including crack sealing, slurry sealing, and/or chip sealing, should be performed during the life of the pavement.

A rigid pavement section is recommended in loading and unloading areas, at dumpster locations, and access drives due to the high static loads imposed by the vehicles in these areas. A minimum six-inch thick Portland cement concrete pavement bearing on compacted subgrade is recommended. The pavement should be reinforced with No. 4 rebar placed at 24 inches on center in each direction.

Bituminous pavement should be constructed of dense-graded, central plant-mix, asphalt concrete. Base course, Portland cement, and asphalt concrete should conform to the City of Cortez standard specifications. Material and compaction requirements should conform to recommendations presented in the **Earthwork Recommendations** section of this report.

The site soils are expansive and differential heave may occur. The pavement service life may be reduced due to water infiltration into the subgrade soils and heave induced cracks in the pavement. This will result in a softening and loss of strength of the subgrade soils. A regular maintenance program to seal pavement cracks will help prolong the life of the pavement.

Pavement design methods are intended to provide an adequate thickness of structural materials over a particular subgrade such that wheel loads are reduced to a level the subgrade can support. The support characteristics of the subgrade for pavement design do not account for shrink and swell movements of an expansive soil subgrade, such as the soils encountered on this project. Consequently, the pavement may be adequate from a structural standpoint, yet still experience cracking and deformation due to shrink/swell movement of the subgrade. It is therefore important to minimize moisture changes in the subgrade to reduce shrink/swell movements. The pavement surface, subbase surface, and adjacent areas should be well drained. Excessive watering of landscaped areas adjacent to pavements should be avoided. Proper maintenance should be performed on cracks in the pavement surface to prevent water from penetrating into

the base, subbase, or subgrade material. Even with these precautions, some movement and related cracking may still occur, requiring periodic maintenance.

6.6 Detention Basin Design

A detention basin will be constructed in the southeast corner of the site. The basin is planned to have a base elevation of El. 6135 and will extend approximately 1 to 2 feet below the current site grades.

Boring B-7 was drilled in the area of the proposed detention basin. The boring encountered lean clay to a depth of approximately 6 feet underlain by sandstone bedrock. According to information provided in the report entitled *Regulation No. 43 – On-Site Wastewater Treatment System Regulation* by the Colorado Water Quality Control Commission, the lean clay has an estimated percolation rate of 90 minutes per inch.

7.0 EARTHWORK RECOMMENDATIONS

Site preparation and earthwork operations should be performed in accordance with applicable codes, safety regulations, and other local, state, or federal guidelines. Earthwork on the project should be observed and evaluated by Yeh and Associates (Yeh). The evaluation of earthwork should include observation and testing of engineered fills, subgrade preparation, foundation bearing soils, and other geotechnical conditions exposed during the construction of the project.

7.1 Site Grubbing and Stripping

Topsoil, vegetation, tree root balls, and any other deleterious materials should be removed from the proposed building and pavement areas. All exposed surfaces should be free of mounds and depressions, which could prevent uniform compaction.

7.2 Building Pad Subgrade Preparation

Following site clearing operations, the building pad should be cut, as required, to a minimum depth of 18 inches below the proposed bottom of floor slab. The foundation areas should be overexcavated to a minimum depth of 24 inches below the design foundation bearing grade. The foundation overexcavations do not have to extend beyond the outside edges of the foundations unless required for construction purposes.

The base of foundation/floor slab overexcavations should then be scarified to a minimum depth of 8 inches, moisture conditioned to a water content between 0 and 4 percentage points above the optimum water content, and recompacted to between 93 and 97 percent of the standard

Proctor maximum dry density (ASTM D 698). The site can then be raised to the design finish grade with imported non-expansive fill that meets the requirements presented in Section 7.5.

The perimeter foundation excavations on the exterior side of the building should be backfilled with on-site clay to reduce the potential for surface water ponding in the non-expansive fill underlying the foundations. This clay backfill should extend from the base of the foundation to the planned finish grade. The ground surface should be sloped away from the building to promote drainage away from the structure.

7.3 Pavement Subgrade Preparation

Following site clearing operations, pavement areas should be cut, as required, to the design finish grade. The subgrade should then be scarified to a minimum depth of 8 inches, moisture conditioned as required, and recompacted in accordance with the recommendations presented in Section 7.6. The site can then be raised to the design finish grade with engineered fill.

The pavement subgrade should be proof rolled under the observation of the project geotechnical engineer, or a representative of the engineer, to verify stability immediately prior to placing the aggregate base course. Proof rolling should be accomplished with a fully loaded water truck or similar heavy rubber-tired equipment weighing a minimum of 10 tons and should include multiple equipment passes in two directions. Any soft, loose, or otherwise unsuitable material detected during proof rolling operations should be removed and replaced with engineered fill or otherwise stabilized.

7.4 Subgrade Preparation Considerations

The lean clay deposits exhibit relatively low strength characteristics and may be unstable, especially during wet weather. In areas where unsuitable material is encountered, placement of a geogrid, coarse aggregate, or other forms of subgrade stabilization could be necessary to develop a suitable subgrade for pavement support. The actual method of subgrade stabilization, if required, should be determined by the project geotechnical engineer at the time of construction.

7.5 Fill Material

The existing site soil can be used as fill in the proposed pavement areas provided any deleterious material is removed prior to reuse. It should be noted that these deposits are moisture sensitive and that it may be necessary to adjust the moisture content of the soil to achieve the required compaction.

The existing site soil is expansive and is not recommended for use as fill in the planned building areas. Imported fill should consist of granular fill with no more than 35 percent passing the No. 200 sieve, maximum liquid limit of 40 and maximum PI of 15. Samples of any imported material proposed for use on the project should be submitted to our office for approval and testing at least three days prior to stockpiling at the site.

7.6 Compaction Recommendations

Fill should be placed in horizontal lift thicknesses that are suitable for the compaction equipment being used but in no case should exceed 8 inches by loose measure. Fill should be moisture conditioned and compacted in accordance with the criteria shown in Table 3.

Table 3 - Compaction Requirements

Fill Location	Material Type	Percent Compaction	Moisture Content
Scarified and Recompact Building Pad and Pavement Subgrades	On-Site Soils	93 to 97 (ASTM D698)	0 to +4% of optimum
Engineered Fill for Building Pad Areas	Imported Granular Fill	95 minimum (ASTM D698)	± 3 % of optimum
Engineered Fill for Pavement Areas	On-Site Soils or Imported Fill	95 minimum (ASTM D 698)	± 3 % of optimum
Aggregate Base Course (ABC) for Pavement Areas	CDOT Class 6 ABC	95 minimum (ASTM D1557)	± 3 % of optimum

Engineered fill should be placed and compacted in horizontal lifts, using equipment and procedures that will produce a uniform fill with the recommended moisture contents and densities throughout the lift.

Fill should be keyed into any slopes that are steeper than 4 horizontal to 1 vertical (4H:1V). The benches should be well keyed and a minimum of 8 feet wide.

We recommend that a representative of Yeh and Associates monitor construction operations to verify that the soil exposed during construction is consistent with those encountered during our subsurface exploration, and that foundations, floor slabs, and pavement are constructed in accordance with the recommendations presented herein.

8.0 LIMITATIONS

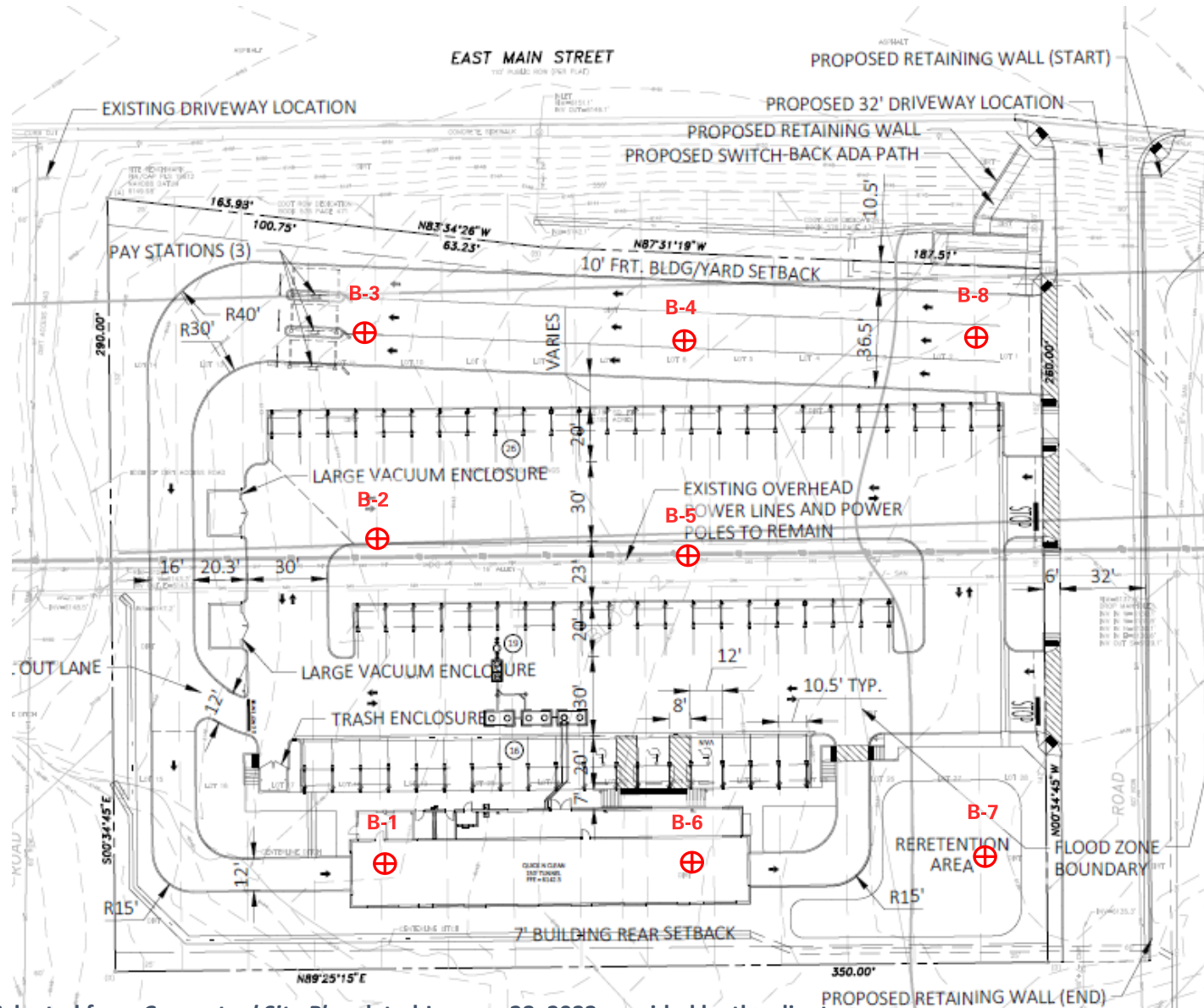
The recommendations in this report are based on our field observations, laboratory testing, and our present understanding of the proposed construction. It is possible that subsurface conditions can vary beyond the limits explored. If the conditions found during construction differ from those described in this report, please notify us immediately so that we can review our report considering those conditions and provide supplemental recommendations as necessary. We should also review this report if the scope of the proposed construction, including the proposed loads or structure locations, changes from that described in this report.

The scope of services for this project did not include, specifically or by implication, any environmental or biological (e.g. mold, fungi, and bacteria) assessment of the site or identification or prevention of pollutants, or conditions or biological conditions. If the owner is concerned about the potential for such contamination, conditions or pollution, other studies should be undertaken and a professional in that field should be consulted.

Yeh and Associates has prepared this report for the exclusive use of 3K1 Consulting Services. This report was prepared in substantial accordance with the generally accepted standards of practice for geotechnical engineering as they exist in the site area at the time of our investigation. No warranty is expressed or implied. The recommendations in this report are based on the assumption that Yeh and Associates will conduct an adequate program of construction testing and observation to evaluate compliance with our recommendations.

APPENDIX A
BORING LOCATION PLAN





Adapted from *Conceptual Site Plan* dated January 28, 2022 provided by the client

Not to Scale



BORING LOCATION DIAGRAM

PROPOSED QUICK N CLEAN CARWASH

Job No.: 222-475

FIGURE A-1

APPENDIX B

BORING LOGS AND LEGEND





Legend for Symbols Used on Borehole Logs

Sample Types



Bulk Sample of
auger/odex cuttings



Standard
Penetration Test
(ASTM D1586)

Drilling Methods



SOLID-STEM
AUGER

Lithology Symbols (see Boring Logs for complete descriptions)



Lean Clay (CL)



Sandstone

Lab Test Standards

Moisture Content	ASTM D2216
Dry Density	ASTM D7263
Sand/Fines Content	ASTM D421, ASTM C-136, ASTM D1140
Atterberg Limits	ASTM D4318
AASHTO Class.	AASHTO M145, ASTM D3282
USCS Class.	ASTM D2487
(Fines = % Passing #200 Sieve Sand = % Passing #4 Sieve, but not passing #200 Sieve)	

Other Lab Test Abbreviations

pH	Soil pH (AASHTO T289-91)
S	Water-Soluble Sulfate Content (AASHTO T290-91, ASTM D4327)
Chl	Water-Soluble Chloride Content (AASHTO T291-91, ASTM D4327)
S/C	Swell/Collapse (ASTM D4546)
UCCS	Unconfined Compressive Strength (Soil - ASTM D2166, Rock - ASTM D7012)
R-Value	Resistance R-Value (ASTM D2844)
DS (C)	Direct Shear cohesion (ASTM D3080)
DS (phi)	Direct Shear friction angle (ASTM D3080)
Re	Electrical Resistivity (AASHTO T288-91)
PtL	Point Load Strength Index (ASTM D5731)

Notes

1. Visual classifications are in general accordance with ASTM D2488, "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)".
2. "Penetration Resistance" on the Boring Logs refers to the uncorrected N value for SPT samples only, as per ASTM D1586. For samples obtained with a Modified California (MC) sampler, drive depth is 12 inches, and "Penetration Resistance" refers to the sum of all blows. Where blow counts were > 50 for the 3rd increment (SPT) or 2nd increment (MC), "Penetration Resistance" combines the last and 2nd-to-last blows and lengths; for other increments with > 50 blows, the blows for the last increment are reported.
3. The Modified California sampler used to obtain samples is a 2.5-inch OD, 2.0-inch ID (1.95-inch ID with liners), split-barrel sampler with internal liners, as per ASTM D3550. Sampler is driven with a 140-pound hammer, dropped 30 inches per blow.
4. "ER" for the hammer is the Reported Calibrated Energy Transfer Ratio for that specific hammer, as provided by the drilling company.



Boring Began: 10/25/2022

Total Depth: 8.5 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyрман

Symbol	Groundwater Levels:		
Depth	Dry	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples		Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance						Liquid Limit	Plasticity Index		
							0.0 - 8.0 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, very stiff to hard, moist.							
				12-16-11	27			7.0	102.6	72.4	26	14		2.8 ft - 1.9% swell under 200 psf load
	5			11-15-15	30			4.6		52.5				
				13-25-50	75									
							8.0 - 8.5 ft. SANDSTONE; light brown, very hard.							
Bottom of Hole at 8.5 ft.														8.5 ft - Auger refusal at 8.5 feet



Boring Began: 10/25/2022

Total Depth: 5.0 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyрман

Symbol	Groundwater Levels:		
Depth	Dry	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples		Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance						Liquid Limit	Plasticity Index		
							0.0 - 5.0 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, stiff, moist.	6.9		77.9				

Bottom of Hole at 5.0 ft.



Boring Began: 10/25/2022

Total Depth: 5.0 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyрман

Symbol	Groundwater Levels:		
Depth	Dry	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples			Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance	Lithology					Liquid Limit	Plasticity Index		
							0.0 - 5.0 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, stiff, moist.							

5 Bottom of Hole at 5.0 ft.



Boring Began: 10/25/2022

Total Depth: 5.0 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyрман

Symbol	Dry	-	-
Depth	-	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples			Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance	Lithology					Liquid Limit	Plasticity Index		
							0.0 - 5.0 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, stiff, moist.	9.6		68.4	32	19		

Bottom of Hole at 5.0 ft.



Boring Began: 10/25/2022

Total Depth: 5.0 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyрман

Symbol	Groundwater Levels:		
Depth	Dry	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples			Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance	Lithology					Liquid Limit	Plasticity Index		
							0.0 - 5.0 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, stiff, moist.							

5 Bottom of Hole at 5.0 ft.



Boring Began: 10/25/2022

Total Depth: 10.0 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyman

Symbol	Depth	Date	Dry	-	-
			-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples		Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance						Liquid Limit	Plasticity Index		
							0.0 - 9.5 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, stiff, moist.	8.1		75.1				
				8-8-7	15		changing to hard.	9.2	112.9	79.1	27	15		2.8 ft - 4.9% swell under 200 psf load
	5			12-17-20	37		changing to very stiff.	15.2	110.6					5.8 ft - 0.8% swell under 500 psf load
				7-5-12	17			17.6		83				
	10						9.5 - 10.0 ft. SANDSTONE; light brown, very hard.							

Bottom of Hole at 10.0 ft.

10.0 ft - Auger refusal at 10 feet



Boring Began: 10/25/2022

Total Depth: 8.5 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyman

Symbol	Depth	Date	Dry	-	-
			-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples		Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance						Liquid Limit	Plasticity Index		
							0.0 - 6.0 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, medium stiff, moist.	10.4		68.5				
				2-2-2	4			22.2		74				
	5			10-31-50	81			13.1		59.9				
				50	50		6.0 - 8.5 ft. SANDSTONE; light brown, very hard.							

Bottom of Hole at 8.5 ft.

8.5 ft - Auger refusal at 8.5 feet



Boring Began: 10/25/2022

Total Depth: 10.0 ft

Weather Notes: 50 degrees,

Boring Completed: 10/25/2022

Ground Elevation:

sunny

Drilling Method(s): Solid-Stem Auger

Coordinates:

Inclination from Horiz.: Vertical

Location: Cortez, Colorado

Night Work:

Driller: Geomat

Groundwater Levels:

Drill Rig: CME 55 Truck

Logged By: R. Southworth

Hammer: Automatic (hydraulic), ER: %

Final By: M. Skyman

Symbol	Groundwater Levels:		
Depth	Dry	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples		Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits		AASHTO & USCS Classifications	Field Notes and Other Lab Tests
				Blows per 6 in	Penetration Resistance						Liquid Limit	Plasticity Index		
							0.0 - 9.5 ft. LEAN CLAY with sand to SANDY LEAN CLAY (CL), light brown, medium stiff, moist.							
				2-2-2	4		changing to stiff.	18.9		65.8				
	5			2-4-5	9		changing to very stiff.	15.2		89.1				
				5-10-14	24									
	10						9.5 - 10.0 ft. SANDSTONE; light brown, very hard.							

Bottom of Hole at 10.0 ft.

10.0 ft - Auger refusal at 10 feet

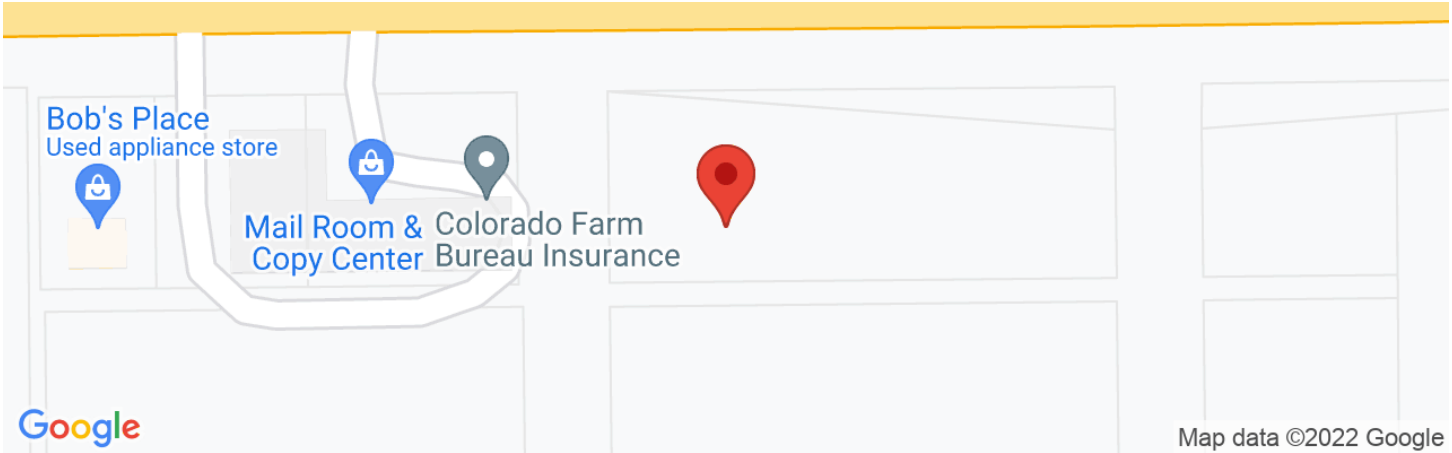
APPENDIX C

SEISMIC DESIGN DATA





Latitude, Longitude: 37.34846245, -108.56653587



Date	11/9/2022, 3:51:47 PM
Design Code Reference Document	ASCE7-16
Risk Category	II
Site Class	C - Very Dense Soil and Soft Rock

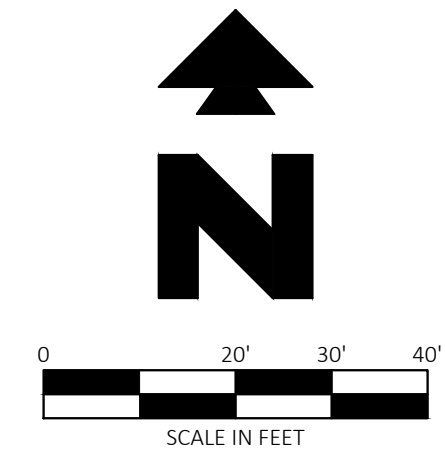
Type	Value	Description
S_S	0.172	MCE_R ground motion. (for 0.2 second period)
S_1	0.055	MCE_R ground motion. (for 1.0s period)
S_{MS}	0.223	Site-modified spectral acceleration value
S_{M1}	0.082	Site-modified spectral acceleration value
S_{DS}	0.149	Numeric seismic design value at 0.2 second SA
S_{D1}	0.055	Numeric seismic design value at 1.0 second SA

Type	Value	Description
SDC	A	Seismic design category
F_a	1.3	Site amplification factor at 0.2 second
F_v	1.5	Site amplification factor at 1.0 second
PGA	0.087	MCE_G peak ground acceleration
F_{PGA}	1.3	Site amplification factor at PGA
PGA_M	0.114	Site modified peak ground acceleration
T_L	4	Long-period transition period in seconds
$SsRT$	0.172	Probabilistic risk-targeted ground motion. (0.2 second)
$SsUH$	0.181	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.5	Factored deterministic acceleration value. (0.2 second)
$S1RT$	0.055	Probabilistic risk-targeted ground motion. (1.0 second)
$S1UH$	0.059	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
$S1D$	0.6	Factored deterministic acceleration value. (1.0 second)
$PGAd$	0.5	Factored deterministic acceleration value. (Peak Ground Acceleration)
PGA_{UH}	0.087	Uniform-hazard (2% probability of exceedance in 50 years) Peak Ground Acceleration
C_{RS}	0.948	Mapped value of the risk coefficient at short periods
C_{R1}	0.927	Mapped value of the risk coefficient at a period of 1 s
C_v	0.7	Vertical coefficient

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EAST MAIN STREET
110' PUBLIC ROW (PER PLAT)



NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF
RAMPS, SLOPED PAVING, BUILDING UTILITY ENTRANCE LOCATIONS AND
PRECISE BUILDING DIMENSIONS.

EXISTING LEGEND

- LIGHT POLE
- FIRE HYDRANT
- UTILITY POLE
- SANITARY SEWER MAHOLE
- STORM SEWER MAHOLE
- WATER VALVE
- GAS VALVE
- WATER METER
- OP OVERHEAD UTILITY LINES
- GAS UNDERGROUND GAS LINES
- SAN UNDERGROUND SANITARY SEWER LINES
- STM UNDERGROUND STORM SEWER LINES
- FO UNDERGROUND FIBER OPTIC LINE
- WAT UNDERGROUND WATER LINES
- (A) FND PIN/CAP PLS 19612
- (B) FND PIN/CAP PLS ILLEGIBLE
- (C) FND NO 4 REBAR
- (D) SET PIN/CAP PLS 14142

— ZONE AE LIMITS BY ELEVATIONS
— ZONE AE LIMITS BY SCALING GRAPHIC

AE CROSS SECTIONS SCALED FROM FIRMETTE OVERLAY

LANDSCAPE REQUIREMENTS

AREA	REQUIREMENT	REQUIRED	PROVIDED
OVERALL SITE	A MIN OF 10% OF THE DEVELOPED AREA SHALL BE LANDSCAPED	TOTAL AREA: 101,499 SF x 10% = 10,149 SF REQUIRED	17,450 SF PROVIDED
PARKING AREA	A MIN OF 10% OF THE PARKING AREA SHALL BE LANDSCAPED	PARKING AREA: 53,423 SF x 10% = 5,342 SF REQUIRED	12,380 SF PROVIDED

PROPOSED LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- STORM DRAIN
- TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)

LANDSCAPE DETAILS (REFER TO SHEET L2)

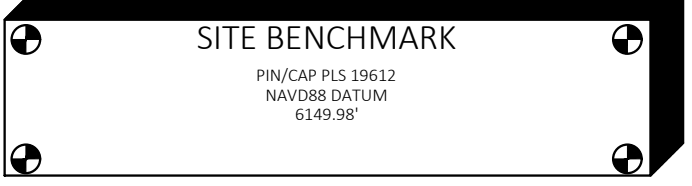
- 50A TREE PLANTING
- 50B SHRUB PLANTING
- 50Q STEEL EDGING

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL	CAL.
	6	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / SKYLINE HONEY LOCUST	B&B	50A	2.00" CAL.
	4	POPULUS TREMULOIDES / QUAKING ASPEN	B&B	50A	2.00" CAL.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL	
	6	CHRYSOTHAMNUS NAUSEOSUS 'LA PLATA' / LA PLATA SILVER LEAF RABBITBRUSH	5 GAL	50B	
	29	JUNIPERUS X PFITZERIANA 'KALLAY'S COMPACT' / KALLAY'S COMPACT PFITZER JUNIPER	5 GAL	50B	
	10	LEUCANTHEMUM X SUPERBUM / SHASTA DAISY	5 GAL	50B	
	7	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	5 GAL	50B	
	6	PICEA PUNGENS 'MESA VERDE' / MESA VERDE COLORADO SPRUCE	5 GAL	50B	
	17	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	50B	
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL	
	32,855 SF	GRASS SEED MIX 40% CEASTED WHEATGRASS 30% RUSSIAN WILD RYE 30% WESTERN WHEATGRASS	SEED		
	17,450 SF	TURF SOD / 90/10 FESCUE BLEND	SOD		

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	1" x 3" DIA. COLORADO RIVER ROCK, 4" DEPTH	10,995 SF	
	3/4" DIA. SCREENED ROCK, 3" DEPTH, COLOR: BROWN	1,385 SF	



CEI ENGINEERING ASSOCIATES, INC.
710 W Pinedale AVE
FRESNO, CA 93711
PHONE: (559) 447-3119
FAX: (559) 447-3129



REVISION		
NO.	DESCRIPTION	DATE

QUICK N CLEAN
1511 EAST MAIN STREET
CORTEZ, CO



PROFESSIONAL OF RECORD POR
PROJECT MANAGER JCH
DESIGNER JSC
CEI PROJECT NUMBER 32372
DATE 10/3/2022
REVISION REV-0

LANDSCAPE PLAN
SHEET TITLE
SHEET NUMBER

L1

GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL PROPOSED LANDSCAPING IS INSTALLED IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS (IF APPLICABLE) AND ALL LOCAL CODES AND REQUIREMENTS.
- CONTRACTOR TO INSPECT SITE AND VERIFY CONDITIONS AND DIMENSIONING PRIOR TO PROCEEDING WITH WORK DESCRIBED HERE IN. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING ANY CONSTRUCTION.
- QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR GENERAL USE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES FOR ANY PLANT AND LANDSCAPE MATERIAL QUANTITIES. SYMBOL COUNT ON PLAN TAKES PRECEDENCE OVER TABLE QUANTITIES.
- IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE OWNER'S REPRESENTATIVE AND/OR THE LANDSCAPE ARCHITECT OF UNAVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS IF UNAVAILABILITY OCCURS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
- ALL PLANT MATERIALS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
- CONTAINER GROWN STOCK SHOULD HAVE GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SOIL TOGETHER.
- ANY PLANT SUBSTITUTIONS, RELOCATION, OR REQUIRED CHANGE SHALL REQUIRE THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER.
- THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REFUSE ANY MATERIAL THEY DEEM UNACCEPTABLE.
- COORDINATE WITH PROJECT REPRESENTATIVE FOR DISTURBED SITE TREATMENTS OUTSIDE LANDSCAPE IMPROVEMENTS. SEE CIVIL PLANS FOR SOIL STABILIZATION FOR EROSION CONTROL.
- IF REQUIRED, CONTRACTOR TO ENSURE THAT AN AUTOMATED IRRIGATION SYSTEM THAT PROVIDES COMPLETE COVERAGE OF THE SITE IS INSTALLED PRIOR TO INSTALLING TREES/PALMS (SEE IRRIGATION PLAN SHEET IF PROVIDED). IF NO PLAN IS PROVIDED THE CONTRACTOR SHALL SUBMIT A PROPOSED DESIGN TO THE LANDSCAPE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE PROPOSED DESIGN MUST HAVE AN APPROVED BACKFLOW DEVICE AND RAIN SENSOR INSTALLED TO STOP IRRIGATION DURING RAIN EVENTS. CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AND NO PONDING OF WATER AT ROOT AREA.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION AT NO COST TO THE OWNER.
- WEED MAT IS REQUIRED IN LANDSCAPED ISLANDS AS SPECIFIED.
- ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
- IF A SWPPP PLAN IS PROVIDED THIS PLAN IS TO BE IMPLEMENTED COOPERATIVELY WITH SWPPP PLAN, AS NEEDED, TO MAXIMIZE THE EFFECTIVENESS OF THE SWPPP PLAN FOR THIS SITE.
- THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SODDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING.
- ALL DISTURBED AREAS AS DESIGNATED ON THE GRADING PLAN SHALL BE SOWN WITH GRASS SEED MIX OF 40% CRESTED WHEATGRASS, 30% RUSSIAN WILD RYE, 30% WESTERN WHEATGRASS BY WEIGHT @ 5 LBS / 1000 SF.
- SEEDING ON SLOPES: HYDROSEED WITH GRASS SEED AS INDICATED ON PLANS. SEE LEGEND FOR SPECIFIC GRASS SEED TYPE. SEEDING SHALL BE ACCOMPLISHED IMMEDIATELY AFTER BED PREPARATION. HYDROSEED MIXTURE SHALL CONTAIN CELLULOSE MULCH APPLIED AT A RATE OF 2,000 LBS./ACRE, WITH A MAXIMUM OF 50 LBS./100 GAL. OF WATER. IF SEEDING IS DELAYED AFTER MIXING 1/2 - 2 HOURS ADD AN ADDITIONAL 50% OF SEED MIX. IF DELAY IS LONGER THAN 2 HOURS, BEGIN WITH NEW MIXTURE. ALL SLOPES 2:1 OR GREATER SHALL BE COVERED WITH EROSION CONTROL BLANKET AS SHOWN IN THE EROSION CONTROL BLANKET DETAIL. SEE SPECIFICATIONS FOR SEED ESTABLISHMENT REQUIREMENTS.
- ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
- THE LANDSCAPE CONTRACTOR SHALL HAVE A SOILS ANALYSIS TEST CONDUCTED ON THE SITE PRIOR TO INSTALLATION OF ANY LANDSCAPE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE SOIL SAMPLING AND SUBMITTING THE SAMPLES TO A SOILS TESTING LAB FOR RESULTS. THIS WILL INCLUDE A SEPARATE LAB TEST REPORT AND RECOMMENDATIONS (AMENDMENTS/FERTILIZER AMOUNTS AND APPLICATION RATES) FOR EACH TYPE OF PROPOSED LANDSCAPING (SHRUBS, SOD, TREES). THE SOILS LAB RESULTS AND RECOMMENDATIONS ARE REQUIRED TO BE REVIEWED AND APPROVED BY THE DESIGN LANDSCAPE ARCHITECT PRIOR TO INSTALLING ANY LANDSCAPING MATERIALS ON-SITE.

SOLID SOD NOTES

- ADJUST FINE GRADE TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1 1/2" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION KNOWN AS BOTTOM LAND SOIL, FREE FROM LUMPS, CLAY TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BE BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO SOD INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, CONSTRUCTION WASTE, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- FERTILIZE ALL SOD AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF SOD IS INSTALLED ON SLOPES OF 3:1 OR GREATER, SOD SHALL BE STAKED TO AVOID SLIPPING OR SLIDING APART. STAKING OR STAPLES SHALL BE INSTALLED FLUSH AS TO NOT CREATE A MAINTENANCE ISSUE WITH CARE EQUIPMENT.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN VIGOROUS, HEALTHY CONDITIONS.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN OCTOBER AND MAY ALL SOD AREAS TO BE OVER-SEEDED WITH ANNUAL RYEGRASS.

PLANTING NOTES

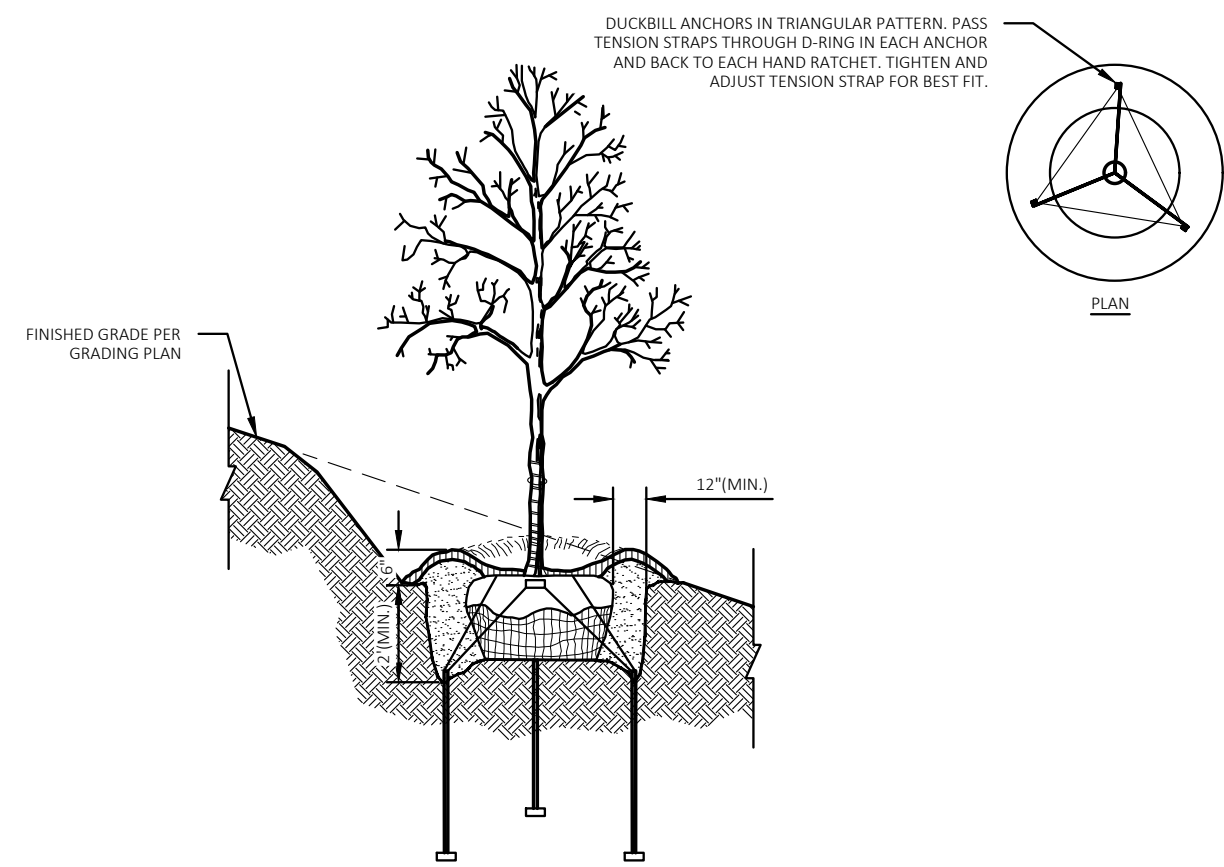
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL PLANTED AREAS. ALL DELETERIOUS MATERIALS SUCH AS ROCK, TRASH, CONSTRUCTION DEBRIS, AGGREGATE BASE MATERIAL, ASPHALT, ETC. SHALL BE REMOVED PRIOR TO ANY FILL OPERATIONS. FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL. SOIL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETERIOUS MATERIAL OVER ONE INCH IN SIZE. THE TOP SIX INCHES OF FILL MATERIAL STRIPPED FROM SITE MAY BE UTILIZED FOR PLANTER OR TOPSOIL FILL IF PRIOR APPROVAL HAS BEEN OBTAINED FROM THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
- FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF AND MULCH) MUST BE GRADED TO 1 1/2" BELOW ADJACENT PAVEMENT SURFACES.
- LOCATE SHRUBS A DISTANCE OF HALF OF THEIR AVERAGE MATURE SPREAD AWAY FROM WALKS, STRUCTURES, CONCRETE PADS, ETC. LOCATE GROUND COVER PLANTINGS A MINIMUM OF 2" FROM WALKS, STRUCTURES, CONCRETE PADS, ETC.
- ALL LAWN AREAS NOT OTHERWISE BORDERED BY WALKS, OR OTHER STRUCTURES, SHALL HAVE MANUFACTURED EDGING AS REQUIRED.
- TREES PLANTED ADJACENT TO PUBLIC ROADS AND PEDESTRIAN SIDEWALKS SHALL BE PRUNED SUFFICIENTLY TO AVOID VISUAL BLOCKS TO INTERSECTING VEHICULAR ACCESS OR INTERFERENCE WITH PEDESTRIAN WALKWAYS. TREES WITH A 4" OR LARGER CALIPER SHALL BE PRUNED UP TO 6'-0" ABOVE PAVEMENTS.
- ALL TREES WITHIN 4' OF PAVED SURFACES (SUCH AS CURBS, WALLS, BUILDINGS AND SIDEWALKS) SHALL BE PROVIDED WITH A DEEP ROOT BARRIER CONTROL DEVICE OR EQUAL. INSTALL PER MFR'S SPECIFICATIONS.
- TOPSOIL DEPTH SHALL BE AS FOLLOWS :
PLANTER BEDS - 12" MINIMUM
GRASS/SOD AREAS - 4" MINIMUM (AFTER COMPACTION)
- BACKFILL ALL TREES, SHRUBS, GROUND COVER WITH A MIXTURE OF 2 PARTS NATIVE SOIL AND 1 PART SOIL CONDITIONING WITH WOOD MULCH.
- THE LANDSCAPE CONTRACTOR SHALL WATER TEST ALL PLANTING HOLE PRIOR TO PLANTING. IF HOLES DO NOT DRAIN PROPERLY, EXCAVATE FURTHER UNTIL IMPERMEABLE LAYER IS BREACHED. EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS WHEN FULLY FLOODED WITH WATER SHALL DRAIN WITHIN 1 HOUR OF FILLING. ENSURE THAT ALL PLANT PITS HAVE POSITIVE DRAINAGE.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.
- FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- ALL PLANTING BED SOILS SHALL BE AMENDED WITH 2" OF ORGANIC COMPOST
- ALL TREES AND SHRUBS SHALL BE PLANTED IN SUCH A MANNER AS TO ENSURE THEIR SURVIVAL.
- ANY ROPE OR WIRE BINDING THE BALL SHALL BE CUT PRIOR TO PREVENT GIRDLING OF THE TREE. REMOVE WIRE, TWINE, AND BURLAP FROM THE TOP HALF OF ALL B&B PLANT MATERIAL.
- IF A NON-BIODEGRADABLE MATERIAL IS USED AROUND THE BALL, IT SHALL BE COMPLETELY REMOVED PRIOR TO BACKFILLING.
- PRIOR TO INSTALLATION, THE ROOTS OF CONTAINER GROWN STOCK SHALL BE SEPARATED OR SPLIT TO ENSURE PROPER ROOT DEVELOPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
- ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS. TREES & SHRUBS SHALL BE PLANTED AS SOON AS POSSIBLE AFTER DELIVERY.
- ALL TREES MUST BE STRAIGHT-TRUNKED, FULL-HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- ALL TREES MUST BE STAKED AS SHOWN IN THE DETAILS.
- NO SUBSTITUTIONS OR ALTERNATIVES WILL BE ALLOWED FOR GROUND SURFACE MATERIALS UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT OR OWNER.
- MAINTAIN 5' MIN. HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND ALL UTILITIES UNLESS OTHERWISE SPECIFIED.
- A TOP DRESSING/MULCHING OF SHALL BE PLACED IN ALL PLANT BEDS AND AROUND ALL TREES. SINGLE TREES OR SHRUBS SHALL HAVE TOP DRESSING TO THE OUTSIDE EDGE OF THE MANUFACTURED EDGING OR LANDSCAPE ISLAND. (SEE PLANTING DETAILS) TOP DRESSING CAN BE WOOD MULCH, ROCK, OR ANY OTHER DECORATIVE MATERIAL SPECIFIED ON PLANS. SEE LANDSCAPE PLAN FOR TYPE.
- THE FOLLOWING PLANTING SEASONS ARE RECOMMENDED:
EVERGREEN SHRUBBERY OCT-APRIL
DECIDUOUS SHRUBBERY & TREES OCT-APRIL
EVERGREEN TREES OCT-APRIL

PLANT GUARANTEE, REPLACEMENT AND MAINTENANCE

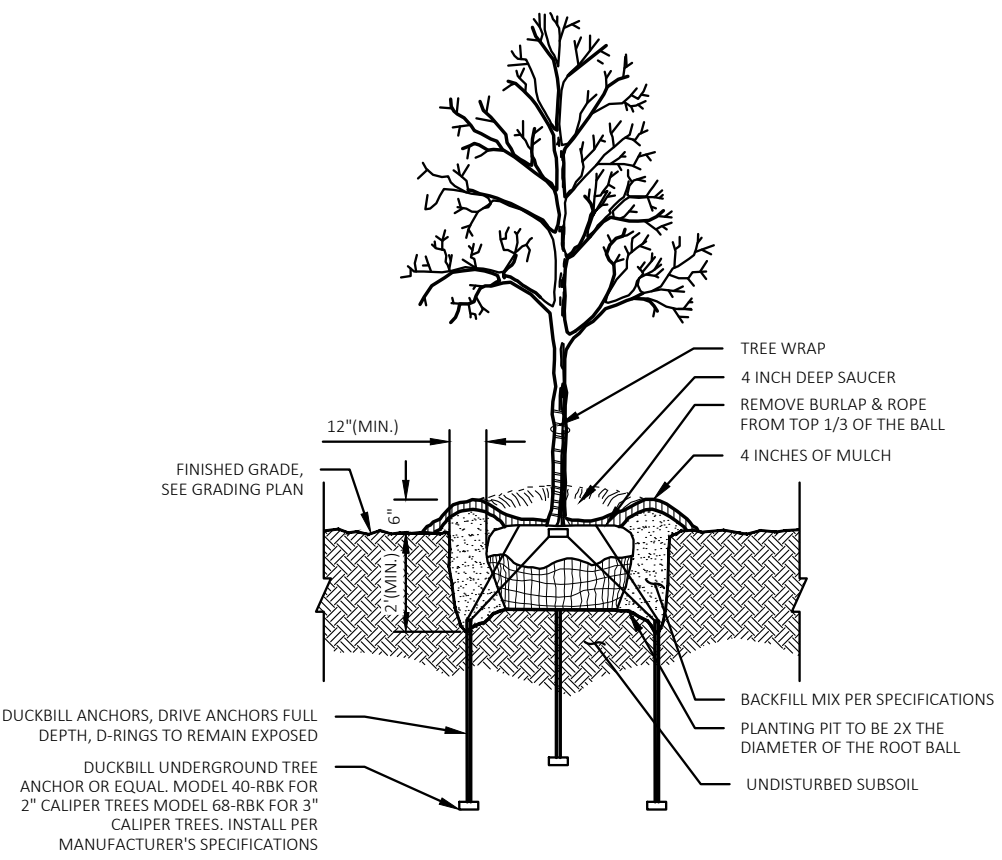
- GUARANTEE:**
ACCEPTANCE OF GRADING AND SEEDING SHALL BE BY LANDSCAPE ARCHITECT AND/OR OWNER. THE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITIES UNTIL FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, RESEEDING AND OTHER OPERATIONS NECESSARY TO KEEP ALL LAWN AREAS IN A THRIVING CONDITION. UPON FINAL ACCEPTANCE, OWNER SHALL ASSUME ALL MAINTENANCE RESPONSIBILITIES. AFTER LAWN AREAS HAVE GERMINATED, AREAS WHICH FAIL TO SHOW A UNIFORM STAND OF GRASS FOR ANY REASON WHATSOEVER SHALL BE RE-SEEDED REPEATEDLY UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY STAND OF GRASS. MINIMUM ACCEPTANCE OF SEEDED LAWN AREAS MAY INCLUDE SCATTERED BARE SPOTS, NONE OF WHICH ARE LARGER THAN 1 SQUARE FOOT, AND WHEN COMBINED DO NOT EXCEED 2% OF TOTAL SEEDED LAWN AREA.
- REPLACEMENT:**
ANY PLANT UNDER THIS SPEC WHICH IS DEAD, MISSING, UNHEALTHY, OR OTHERWISE NOT ACCEPTABLE AND NOT IN SATISFACTORY GROWING CONDITION DURING CONSTRUCTION MAINTENANCE PERIOD, OR AT THE END OF THE GUARANTEE PERIOD, SHALL BE REMOVED FROM SITE AND REPLACED WITH SUITABLE, ACCEPTABLE PLANT AS SPECIFIED, WITHIN FIVE (5) DAYS.
- MAINTENANCE:**
GENERAL CONTRACTOR SHALL PROVIDE ONE YEAR OF LANDSCAPE MAINTENANCE, FROM THE TIME THE PROJECT RECEIVES THE CERTIFICATE OF OCCUPANCY AND THEREAFTER, FOR ALL NEW LANDSCAPE. IF EXISTING LANDSCAPE EXISTS ON-SITE, GENERAL CONTRACTOR IS TO PROVIDE THE OPTION OF MAINTENANCE FOR THE OWNER'S REVIEW.

HERBICIDES NOTES

- APPLICATION OF HERBICIDES SHALL BE IN COMPLIANCE WITH STATE PESTICIDES REGULATIONS. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO CONSULT WITH THE REGULATORY AGENCIES FOR LOCAL HERBICIDES APPLICATION REQUIREMENTS.
- IF THERE IS A DISCREPANCY BETWEEN STATE REGULATIONS AND ADDITIONAL REQUIREMENTS BELOW, MOST STRINGENT SHALL RULE
- NO AERIAL APPLICATION OF HERBICIDES IS PERMITTED ON SITE.
- CARCINOGENS AND EPA TOXIC CATEGORY I AND II ARE PROHIBITED TO USE ON SITE.



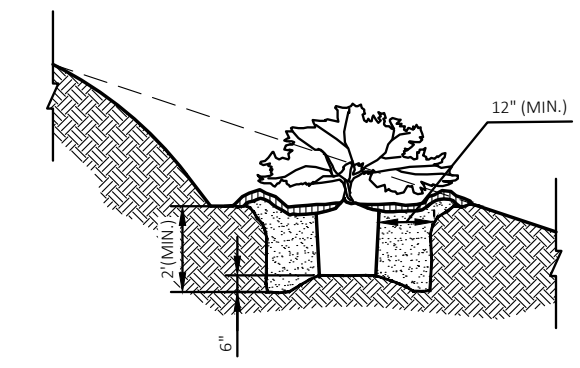
- NOTES:
- DEPICTION ABOVE IS FOR TREE PLANTING ON A SLOPE.
 - ALL OTHER SPECIFICATIONS SHALL BE AS SHOWN BELOW IN THE TREE PLANTING DETAIL.
 - SEE TREE PLANTING DETAIL BELOW FOR TREE ANCHORING SYSTEM.



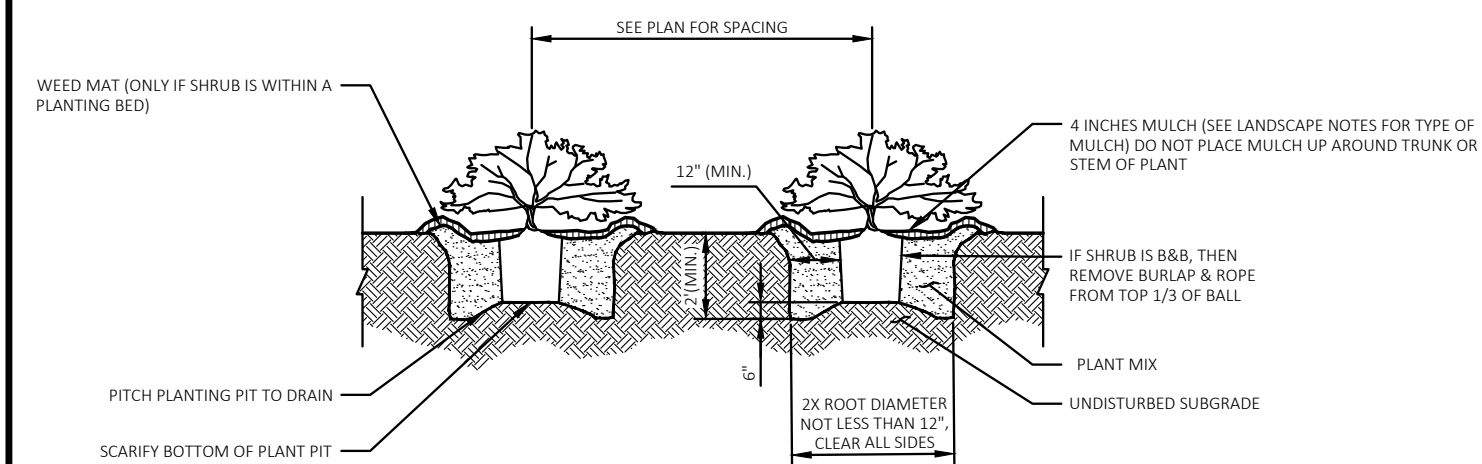
- NOTES:
- SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
 - CONTRACTOR TO ENSURE PERCOLATION OF PLANTING PITS PRIOR TO INSTALLATION.
 - CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF PERCOLATION CANNOT BE ACHIEVED.

TREE PLANTING

N.T.S. 500

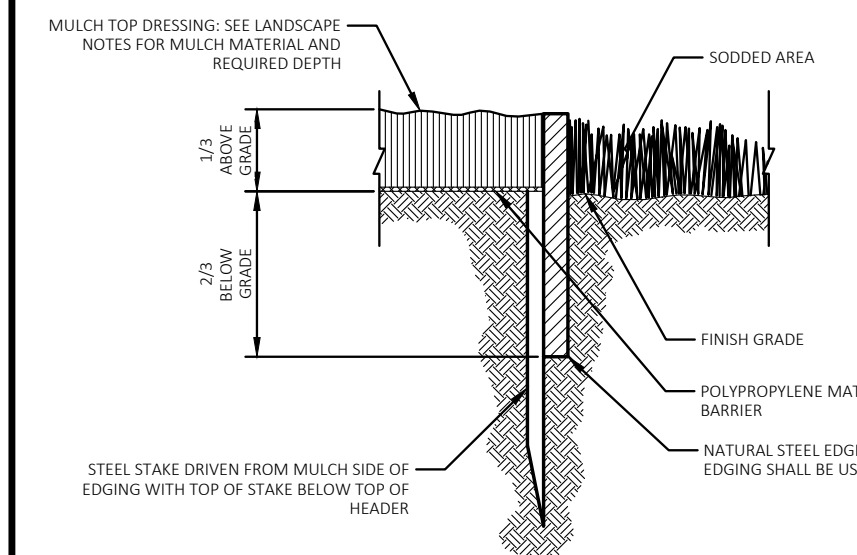


- NOTE:
- DEPICTION ABOVE IS FOR SHRUB PLANTING ON SLOPE.
 - ALL OTHER SPECIFICATIONS SHALL BE SHOWN BELOW IN THE PLANTING DETAIL.



SHRUB PLANTING

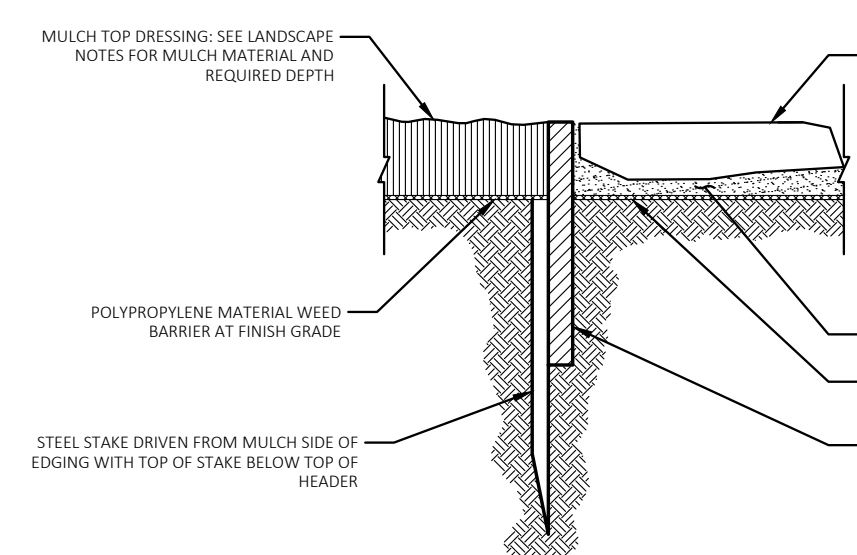
N.T.S. 508



- NOTE:
- DEPICTION ABOVE IS FOR SODDED AREA WITH MULCH.

STEEL EDGING

N.T.S. 509



- NOTE:
- DEPICTION ABOVE IS FOR STEPPING STONE AREA WITH MULCH.



CEI ENGINEERING ASSOCIATES, INC.
710 W Pinedale AVE
FRESNO, CA 93711
PHONE: (559) 447-3119
FAX: (559) 447-3129



CLIENT
3K1 CONSULTING SERVICES, LLC.
11811 N. TATUM BOULEVARD,
PHOENIX, ARIZONA 85028
PHONE: (602) 850-8101



PLANS PREPARED FOR
QUICK N CLEAN
7291 E. ADOBE DRIVE, SUITE 115
SCOTTSDALE, AZ 85255
PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

QUICK N CLEAN
1511 EAST MAIN STREET
CORTEZ, CO



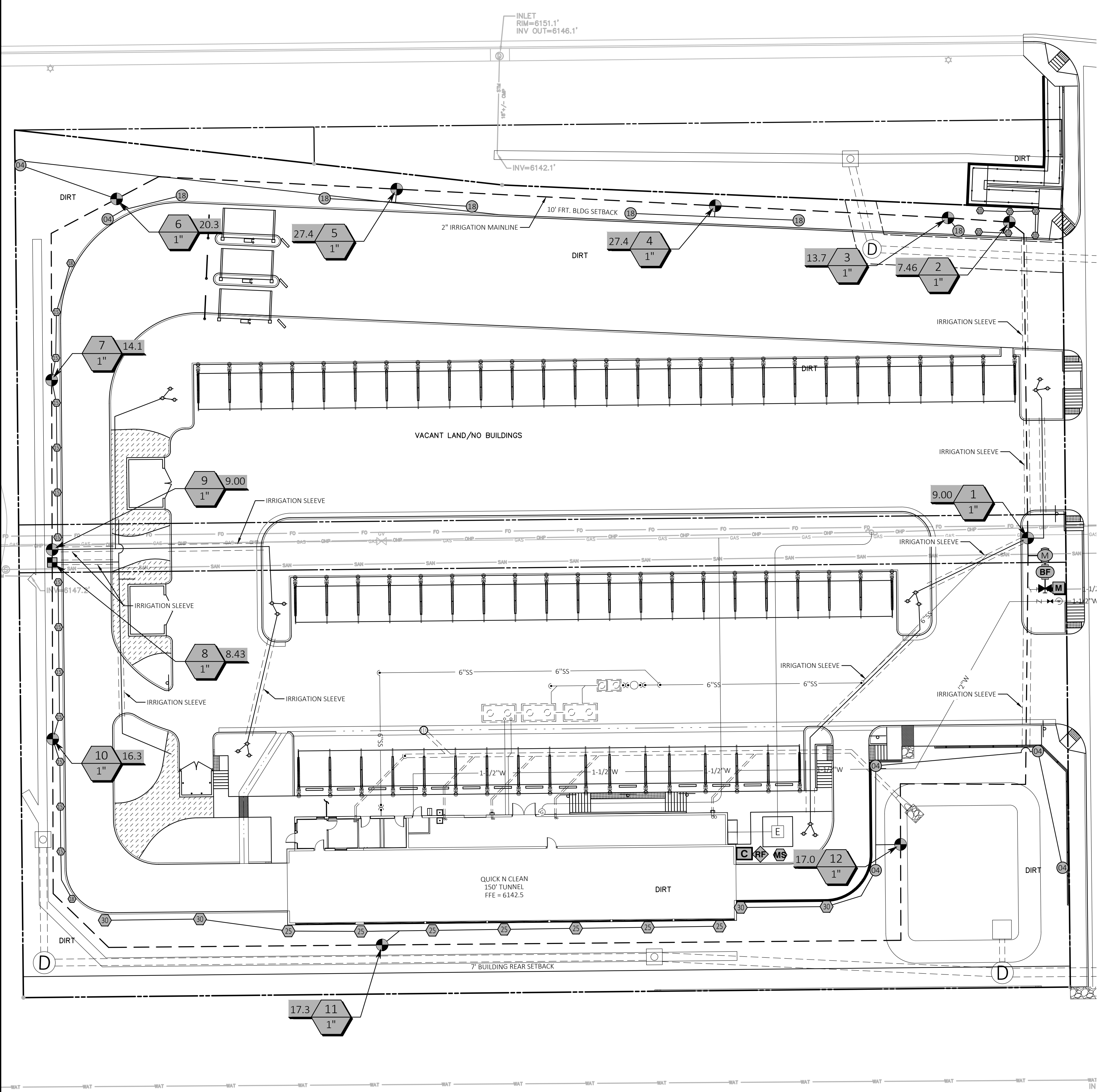
10/04/2022

PROFESSIONAL OF RECORD	POR
PROJECT MANAGER	JCH
DESIGNER	JSC
CEI PROJECT NUMBER	32372
DATE	10/3/2022
REVISION	REV-0

LANDSCAPE NOTES
SHEET TITLE
SHEET NUMBER

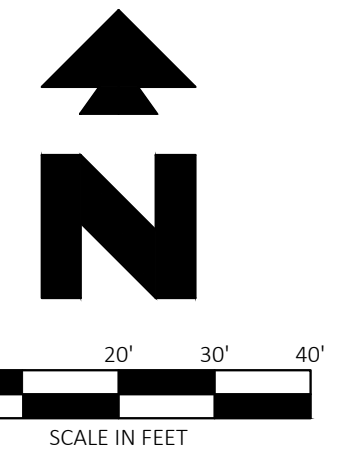
L2

EAST MAIN STREET
110' PUBLIC ROW (PER PLAT)



GENERAL IRRIGATION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BIDDING. THE PROJECT SPECIFICATIONS ARE A PART OF THESE PLANS AND SHALL BE CONSULTED BY THE IRRIGATION CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WORK AS SPECIFIED IN THE PROJECT SPECIFICATIONS AND ON THE PLANS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, AND UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
3. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
4. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR.
5. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
6. CONTRACTOR IS TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR IF AVAILABLE WATER PRESSURE EXCEEDS 5 PSI HIGHER OR LOWER THAN THE DESIGN WATER PRESSURE OF 70 PSI.
7. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED PER LOCAL REQUIREMENTS.
8. ANY EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
9. SUPPLY LINE AND METER TO BE PROVIDED BY GENERAL CONTRACTOR. BACKFLOW PREVENTER TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN AFTER THE IRRIGATION WATER METER.
10. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNERS REPRESENTATIVE.
11. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR INSTALLING MANUAL DRAIN VALVES AT LOWEST POSSIBLE ELEVATION ON IRRIGATION MAIN SO AS TO PROVIDE POSITIVE DRAINAGE OF IRRIGATION MAIN DURING WINTER MONTHS, OR PROVIDE BLOWOUT ASSEMBLY.
12. ALL LATERAL LINES SHALL BE EQUIPPED WITH AUTOMATIC DRAIN VALVES AT LOW POINTS.
13. IRRIGATION CONTRACTOR SHALL COORDINATE CONTROLLER LOCATION WITH GENERAL CONTRACTOR. GENERAL CONTRACTOR SHALL PROVIDE (2) 1" ELECTRICAL CONDUITS FOR IRRIGATION CONTRACTOR'S POWER/DATA CONNECTION TO CONTROLLER. SEE ARCHITECTURAL ELECTRICAL PLAN FOR ELECTRICAL CONNECTION TO THE IRRIGATION CONTROLLER. IRRIGATION CONTRACTOR SHALL COORDINATE CONSTRUCTION OF IRRIGATION SYSTEM WITH GENERAL CONTRACTOR AND LANDSCAPE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS IN THE FIELD. THE INFORMATION IS NOT TO BE RELED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
15. ALL BELOW GRADE LOW VOLTAGE WIRING CONNECTIONS SHALL BE INSTALLED PER WIRE CONNECTION DETAIL.
16. DO NOT INSTALL IRRIGATION AT PYLON / MONUMENT SIGN LOCATION UNTIL SIGN HAS BEEN INSTALLED.
17. LOCATION FOR IRRIGATION SYSTEM AS SHOWN IS FOR DRAWING PURPOSES ONLY. UNSLEEVED PIPES MAY BE SHOWN IN PAVEMENT AREAS FOR CLARITY ONLY. INSTALL THESE PIPES IN ADJACENT LANDSCAPE AREAS WHERE NECESSARY. CONTRACTOR SHALL VERIFY THE EXACT LOCATION IN FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF PROPOSED IRRIGATION SYSTEM. ALL PROPOSED IRRIGATION LINES AND EQUIPMENT SHALL BE INSTALLED WITHIN THE BOUNDARIES OF THE PROJECT SITE. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR IF THE DESIGN AS SHOWN IS NOT ACHIEVABLE.
18. MINIMUM COVER FROM TOP OF PIPING TO FINISHED GRADE SHALL BE AS PER DETAIL 64A.
19. IRRIGATION CONTRACTOR SHALL COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE COVERAGE WITH MINIMUM OVERSPRAY. THE IRRIGATION CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
20. VALVE BOXES SHALL BE INSTALLED FLUSH WITH GRADE, SUPPORTED BY BRICKS IF NEEDED, WITH 3" OF CLEAN PEA GRAVEL LOCATED BELOW THE VALVE.
21. ALL MAIN LINE PIPING, NON-PRESSURE PIPING AND CONTROL WIRE SLEEVING SHALL BE INSTALLED IN SEPARATE SLEEVES. ALL LATERAL LINE PIPING UNDER PAVING SHALL BE PVC SCHEDULE 40 AND SHALL BE INSTALLED PRIOR TO ANY HARDSCAPE MATERIAL. IRRIGATION CONTRACTOR TO PROVIDE SLEEVES BETWEEN 12" AND 15" BELOW GRADE AT ALL DRIVE ENTRANCES AND SIDEWALKS. MAINLINE SLEEVE SIZE SHALL BE A MINIMUM OF TWICE (2X) THE DIAMETER OF THE PIPE TO BE SLEEVED. CONTROL WIRE SLEEVES SHALL BE OF SUFFICIENT SIZE FOR THE REQUIRED NUMBER OF WIRES.
22. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF FENCES, RETAINING WALLS, AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ROADWAYS AND PAVING AND TIMING, ETC. REFER TO CIVIL ENGINEERING PLANS FOR GRADING, METHODS OF DRAINAGE, IRRIGATION METERS, AND BACKFLOW PREVENTION DEVICE LOCATION.
23. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED, SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS, DETAILS AND SPECIFICATIONS. ACCEPTABLE MANUFACTURERS INCLUDE RAINBIRD, HUNTER, TORO, OR NETAFIM.
24. ANY DRIP SYSTEM PIPING IN PLANTING BEDS IS DIAGRAMMATIC. CONTRACTOR CAN ROUTE PIPING IN A FREEFORM MANNER (AVOIDING OBJECTS SUCH AS LIGHT POLES, TRANSFORMERS PADS, EQUIPMENT VAULTS, SUBSURFACE ROCK TOO LARGE TO REMOVE, ETC.) AS LONG AS ALL PLANT MATERIAL RECEIVES THE PROPER NUMBER OF EMITTERS PER SCHEDULE AND THE VINYL DISTRIBUTION TUBING DOES NOT EXCEED THE MAXIMUM DESIGN LENGTHS PER MANUFACTURER'S RECOMMENDATIONS.
25. UNLESS OTHERWISE REQUIRED, BACKFLOW PREVENTION DEVICES LESS THAN 2" SHALL BE PLACED IN A WIRE MESH BASKET ENCLOSURE AND PAINTED TO MATCH THE PRIMARY BUILDING COLORS. SEE CIVIL PLANS FOR LOCATION.
26. ALL JOINTS AND BENDS 2" OR LARGER SHALL HAVE CONCRETE THRUST BLOCKING. THRUST BLOCKING SHALL BE A MINIMUM OF 1 CUBIC FOOT OF CONCRETE. PIPE SHALL NOT BE ENCASED IN CONCRETE. SEE DETAIL 31C FOR THRUST BLOCKING.
27. CONTRACTOR WILL PROVIDE OWNER WITH A COMPLETE AND REPRODUCIBLE DRAWING OR IRRIGATION SYSTEM LAYOUT AS IT WAS INSTALLED. DRAWING SHOULD INCLUDE, BUT NOT BE LIMITED TO, LOCATIONS OF ZONES VALVES, MAIN, LATERAL AND DISTRIBUTION LINES, SLEEVES, WATER METER, BACKFLOW PREVENTION DEVICE, SENSORS AND CONTROLLER.
28. ALL LATERAL LINE SIZING SHALL REFER TO PIPE SCHEDULE ON THIS PLAN.



NOTE: SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF RAMPS, SLOPED PAVING, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

EXISTING LEGEND

- LIGHT POLE
 - FIRE HYDRANT
 - UTILITY POLE
 - SANITARY SEWER MAHOLE
 - STORM SEWER MANHOLE
 - WATER VALVE
 - GAS VALVE
 - WATER METER
 - OVERHEAD UTILITY LINES
 - UNDERGROUND GAS LINES
 - UNDERGROUND SANITARY SEWER LINES
 - UNDERGROUND STORM SEWER LINES
 - UNDERGROUND FIBER OPTIC LINES
 - UNDERGROUND WATER LINES
 - (A) FND PIN/CAP PLS 19612
 - (B) FND PIN/CAP PLS ILLEGIBLE
 - (C) FND NO 4 REBAR
 - (D) SET PIN/CAP PLS 14142
- ZONE AE LIMITS BY ELEVATIONS
— ZONE AE LIMITS BY SCALING GRAPHIC
- AE CROSS SECTIONS SCALED FROM FIRMETTE OVERLAY

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
○	RAIN BIRD 1806-SAM-PRS ADJ TURF SPRAY 6.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	21	30
○	RAIN BIRD RWS-B-C-W/ RWS-SOCK 1400 SERIES ROOT WATERING SYSTEM WITH 4" DIAMETER X 36" LONG WITH LOCKING GRATE. SEMI-RIGID MESH TUBE. CHECK VALVE AND SAND SOCK. RAIN BIRD BUBBLER OPTION AS INDICATED. 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2 GPM.	18	30
○	RAIN BIRD 5006-PC-MPR TURF ROTOR, 6" POP-UP, PLASTIC RISER, MATCHED PRECIPITATION ROTOR (MPR NOZZLE). ARC AND RADIUS AS PER SYMBOL. 25 FT-RED, 30 FT-GREEN, 35FT-BEIGE.	7	35
○	RAIN BIRD 5006-PC-MPR TURF ROTOR, 6" POP-UP, PLASTIC RISER, MATCHED PRECIPITATION ROTOR (MPR NOZZLE). ARC AND RADIUS AS PER SYMBOL. 25 FT-RED, 30 FT-GREEN, 35FT-BEIGE.	4	35
○	RAIN BIRD 6504-PC-FC TURF ROTOR, 4.0" POP-UP, PLASTIC RISER, ADJUSTABLE AND FULL CIRCLE. WITH REMOVABLE SEAL-A-MATIC CHECK VALVE, 1" FEMALE THREADED INLET.	6	40
○	RAIN BIRD 6504-PC-FC TURF ROTOR, 4.0" POP-UP, PLASTIC RISER, ADJUSTABLE AND FULL CIRCLE. WITH REMOVABLE SEAL-A-MATIC CHECK VALVE, 1" FEMALE THREADED INLET.	6	40
○	RAIN BIRD XEZ-100-PRB-COM 1" WIDE FLOW DRIP CONTROL KIT FOR COMMERCIAL APPLICATIONS. 1" BALL VALVE WITH 1" PRESS VALVE AND 1" PRESSURE REGULATING 40PSI QUICK-CHECK BASKET FILTER. 0.3 GPM-20 GPM	1	
○	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-CV-09-18 XFS-CV SUB-SURFACE AND ON-SURFACE LANDSCAPE DRIPLINE WITH A HEAVY DUTY 4.3 PSI CHECK VALVE. 0.9 GPM EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. SPECIFY XF INSERT FITTINGS.	841.3	L.F.
○	RAIN BIRD PGA-PRS-D GLOBE 1" 1", 1-1/2", 2" ELECTRIC REMOTE CONTROL VALVE, GLOBE. WITH PRESSURE REGULATOR MODULE.	11	
○	SHUT OFF VALVE	1	
○	RAIN BIRD 300-BPS-PRS-D GLOBE 3" 3" BRASS MASTER VALVE, WITH GLOBE CONFIGURATION, AND PRESSURE REGULATOR MODULE. WITH A PATENTED NYLON SCRUBBER THAT SCRAPES A STAINLESS STEEL SCREEN TO PREVENT DEBRIS BUILD-UP AND CLOGGING.	1	
○	ZURN 950XL 1-1/2" DOUBLE CHECK VALVE ASSEMBLY IN HEATED ENCLOSURE	1	
○	RAIN BIRD ESPLXME2P-LXMMS 12 STATION, TRADITIONALLY WIRED, PRO SMART (MODULE INCLUDED), COMMERCIAL CONTROLLER, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. INSTALL IN LXMMS STAINLESS STEEL, WALL-MOUNTED CABINET.	1	
○	RAIN BIRD SMRT-Y SOIL MOISTURE SENSOR KIT. 24VAC @ 50/60 HZ. OPERATING TEMPERATURE: -4 DEGREES F TO 158 DEGREES F. SURVIVAL TEMPERATURE: -40 DEGREES F TO 185 DEGREES F. UL, CUL, C-TICK CERTIFICATIONS.	1	
○	RAIN BIRD WR2-RFS WIRELESS RAIN/FREEZE SENSOR.	1	
○	WATER METER 1"	1	
---	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1/2"	864.6	L.F.
---	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4"	368.5	L.F.
---	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1"	153.7	L.F.
---	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/4"	8.1	L.F.
---	IRRIGATION MAINLINE: PVC SCHEDULE 40 1 1/2"	1,142	L.F.
---	PIPE SLEEVE: PVC SCHEDULE 40	354.2	L.F.



CEI ENGINEERING ASSOCIATES, INC.
710 W Pinedale Ave
Fresno, CA 93711
PHONE: (559) 447-3119
FAX: (559) 447-3129

3K1 CLIENT
3K1 CONSULTING SERVICES, LLC.
11811 N. TATUM BOULEVARD,
PHOENIX, ARIZONA 85028
PHONE: (602) 850-8101

QUICK N CLEAN
PLANS PREPARED FOR
QUICK N CLEAN
7291 E. ADOBE DRIVE, SUITE 115
SCOTTSDALE, AZ 85255
PHONE: (480) 707-3531

NO.	REVISION	DATE

QUICK N CLEAN
1511 EAST MAIN STREET
CORTEZ, CO



PROFESSIONAL OF RECORD	POR
PROJECT MANAGER	JCH
DESIGNER	JSC
CEI PROJECT NUMBER	32372
DATE	10/3/2022
REVISION	REV-0

IRRIGATION PLAN
SHEET TITLE
SHEET NUMBER

L3



*Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management*

710 W. Pinedale Avenue
Fresno, CA 93711
Office: 559.447.3119
Toll-free: 1.800.473.1887
ceieng.com

February 09, 2023

Planning Department - Review Team
City of Cortez
110 W. Progress Circle
Cortez, CO 81321

Re: Initial City Comments for Proposed Quick N Clean Car Wash at 1511 East Main Street

Dear Review Team,

Please find below our responses to the initial comments for this project as presented in the city coordination meeting on Jan 11, 2023. In addition, CEI has prepared some rough updated site and grading plans to assist in further progress with the proposed development. There are additional items which CEI would also like some clarification or further direction on before finalizing revised plan sets.

CEI Responses in blue

- **Alley** - Due to the number of utilities in the alley, access needs to be maintained. Although the city has no existing water line at this location, it may be necessary to install a loop connection in the future. Also, future trash removal access may be needed. Therefore, if this development gets approved, the city will want to have the option of returning this easement back to its original, intended use. The intended level of fill over this location needs to be addressed - utilities cannot be buried deeper than the capability of equipment and personnel access below grade utility depths for repairs/replacement.

CEI Response: Please note that per city meeting on Jan 11, alley access at proposed Quick N Clean Car Wash shall be maintained. CEI has now proposed a larger collector street for the site which will have (2) lanes on each side. A single sidewalk is currently proposed along the western side. A mountable curb has been proposed to aid in existing alley access on the eastern side of the road.

For the fill over existing utilities, current proposed grades currently would result in max fill heights or 14-15' over sanitary and water lines (based on existing water line at minimum cover requirements and survey data for sanitary line). Unfortunately, to be able to develop the city collector street off of CDOT HWY, there will need to be additional fill for the running slope of the street to stay within reasonable levels. CEI is open to reducing the amount of fill, but would greatly appreciate some feedback from the city on what type of max fill heights for additional fill would be deemed acceptable to be able to access with city equipment and what would be the max slopes the city would allow for the collector street to help reduce the fill height? City standards mention a max street slope of 7% where practicable. Current grading has some slopes in excess of 10%. In addition, if the street slopes were to increase, pedestrian sidewalk access would be very difficult due to extreme running slopes.

CEI is also providing a quick profile of the existing water line with existing and proposed grades shown. The water line has not been shown to be brought up as there was some concern as well about raising the water line and adding more vertical bends in certain locations. Does the city have some guidance or direction on this as well?

- **Street** - The existing 60'-0" street ROW is the standard for a collector street. Therefore, it needs to have a minimum pavement width, slope, curvature, etc. associated with that designation. Again, the amount of fill intended for construction of this street would require the existing water line to be raised to an accessible depth. This would require coordination with CDOT, for the section within their ROW, and all modifications are the responsibility of the project owner. Also, this location is in a FEMA designated floodplain, so development here would have to meet FEMA requirements.

CEI Response: The collector street has been added to latest site and grading plans. Please note that only the western side of the street currently shows a pedestrian sidewalk. Would the city like a sidewalk along the eastern side as well? Also a porkchop island has been added at access of CDOT HWY to help accommodate a right in/left in and right out traffic pattern per city and CDOT meeting. Striping of street is not shown yet, but will be added after further coordination. Please note that there would again be challenges with max street slopes and additional fill over existing utilities.

For the water line, it can be raised, but CEI would kindly appreciate some clarification on what direction it should proceed in as far as raising the water line or keeping it as is to avoid additional vertical bends.

For FEMA floodplain, CEI is currently working to obtain FEMA hydraulic models to perform a flood study to meet FEMA requirements.

- **Drainage** - Stormwater diversion would need to follow city standards, and it is not desired for this drainage to be discharged onto the location that is in the existing city street ROW (planned 1st St). Therefore, it should be planned to discharge at a location that is beyond the edge of the existing city street ROW. Due to CDOT and FEMA regulations, there would need to be inquiries about their drainage requirements (their jurisdictions may apply to this element from beginning to end).

CEI Response: Updated plans show stormwater discharge beyond existing city street ROW. CEI will work to complete flood study to help satisfy any FEMA requirements. Who is the current contact for the floodplain administrator for the area? Previous coordination had been with Chad Hill and Eric Krch with SGM regarding the flood study. They mentioned a flood study would be required for the project.

For CDOT drainage requirements, there was mention of concern about proposed sidewalk and drainage development within CDOT ROW dedication area. Current plans still have this proposed development shown, however CEI is looking at options to remove. But there is an 18" CMP pipe from CDOT highway where the drainage needs to be captured appropriately as well as any drainage from the CDOT ROW dedication area and then routed through or around site to final discharge location.

- **Permit requirements** - following city standards, development here would require applications for permits such as ROW, Grading, and Floodplain Development for review and approval by the city engineer.

CEI Response: Understood. To be coordinated by client.

Please let us know your feedback at your earliest convenience and if any additional questions or concerns arise. Thank you!

Regards,



Eric Lawrence, P.E.
Assistant Project Engineer



COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Kensington Vanguard National Land Services, LLC
Issuing Office: 39 W 37th Street, 3rd Fl, New York, NY 10018
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 594124-F-CO-CP-CR

SCHEDULE A

1. Commitment Date: September 21, 2021 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Upper Image Services, LLC, an Arizona limited liability company
Proposed Policy Amount: \$450,000.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: Lender to be named
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust

Gilbert Schwartz, as Trustee, who acquired title by Warranty Deed made by Harold I. Lovell, Jr., Trustee and Danny W. Case, Trustee, dated June 29, 1983 and recorded July 22, 1983, in [Book 553, Page 528](#), in the Office of the Clerk of Montezuma County.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A
(Continued)

Kensington Vanguard National Land Services,
LLC

By:



Authorized Signatory

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Warranty Deed from Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust to Upper Image Services, LLC, an Arizona limited liability company.

Deed of Trust from Upper Image Services, LLC, an Arizona limited liability company to Trustee(s) for Lender to be named, securing the principal amount of \$0.00.

5. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
6. Pay the agreed amount for the estate or interest to be insured.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
9. Evidence that all assessments for common expenses, if any, have been paid.
10. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.

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SCHEDULE B

(Continued)

11. This Company must be provided with an existing survey less than ten years old and an Affidavit certifying that the survey accurately represents the configuration of the Property and the location of the improvements thereon and uses thereof as of the date of the Survey, and since the date of the Survey there have been no other improvements on the Property or uses thereof given by the Borrower and there have been no encroachments upon Property or uses of the Property taken by other parties to the best of Borrower's knowledge and belief.
12. Provide the Company with a survey prepared by a registered land surveyor to confirm proper legal description prior to closing. The Company reserves the right to make additional requirements and/or exceptions, and to amend the legal description of the land described in Schedule A, upon review of the description furnished by said surveyor.
13. Proof of payment of any and all Homeowners Association liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).
14. Receipt by the Company of a certified rent roll, identifying all leases and tenancies on the subject property.

NOTE: This commitment is subject to further requirements and/or exceptions upon review of the rent roll.

15. Receipt by the Company of the following documentation for Upper Image Services, LLC, an Arizona limited liability company, a Arizona limited liability company:

Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Colorado Secretary of State.
16. Recordation of a Statement of Authority pursuant to C.R.S. 38-30-172, for Upper Image Services, LLC, an Arizona limited liability company, establishing the name of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.
17. Recordation of a Statement of Authority pursuant to C.R.S. 38-30-172, for Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust, establishing the name of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.
18. Recordation of an Affidavit(s) for Grantee Acting in a Representative Capacity pursuant to C.R.S. 38-30-108, for Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust.
19. Updates to the title commitment are required to disclose defects, liens, encumbrances, adverse claims or other matters, if any are created, first appearing in the public records or attaching subsequent to the effective date of the commitment and prior to the effective date of the Policy.

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SCHEDULE B

(Continued)

20. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
21. This Company requires a copy of the Agreement, Indenture, or Declaration of Trust of Gilbert B. Schwartz Trust, together with copies of any amendments, modifications, or revocations. In the event that there have been no amendments, modifications, or revocations, this Company will require satisfactory evidence to that effect. Upon receipt additional exceptions may be raised.
22. Company finds no open mortgages of record in the County Office. Company is to be advised of any unrecorded mortgages or any other liens against the premises under examination.
23. The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.

NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show Due. The gross amount is \$2,030.73 for Tax Identification No. 561125303001.

24. The Survey prepared by Robert J. Rubino, PLS No. 14142, dated November 8, 2021, last revised on November 17, 2021, designated Job No. 21242, must comply with the following:
 - (a) Include the signature and certification of Robert J. Rubino, PLS No. 14142
 - (b) Confirm whether the instrument referenced in Exception No. 11 in Schedule B, Part II affects the subject property

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Taxes and assessments for the year 2021 and subsequent years, a lien not yet due or payable.
10. Covenants, Conditions, Restrictions, Easements, Setback Lines and any Amendments thereto as disclosed on the plat of Veach Subdivision in [Book 8 at Page 6](#), recorded on May 28, 1958 . We delete any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 U.S.C. 3604(c).

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SCHEDULE B

(Continued)

11. Electric Line Right of Way Easement granted to Empire Electric Association, Inc. disclosed by Document No. [597797](#) recorded December 16, 2014.
12. Intergovernmental Agreement Easement granted to City of Cortez and the State of Colorado Department of Transportation disclosed by Document No. [609187](#) recorded December 12, 2017.
13. Any existing leases or tenancies.
14. Matters as shown on Survey prepared by Robert J. Rubino, PLS No. 14142, dated November 8, 2021, last revised on November 17, 2021, designated Job No. 21242:
 - (a) Effects of a portion of the subject property being located in a flood hazard area
 - (b) Underground fiber optic lines being located on the subject property
 - (c) Overhead utility lines being located on the subject property
 - (d) Rights, if any, due to centerline ditch

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE C SCHEDULE C

The Land is described as follows:

The land referred to herein below is situated in the County of Montezuma, State of Colorado, and described as follows:

Lots 1 through 28, inclusive, Block 2, Veach Subdivision, the plat of which is recorded in [Book 8 at Page 6](#), excepting that portion of said Block 2 to the State Department of Highways, Division of Highways, State of Colorado described in Book 576, Page 471, County of Montezuma, State of Colorado.

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OWNER'S POLICY OF TITLE INSURANCE

Issued By
First American Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way, Santa Ana, CA 92707

File No.: 594124-F-CO-CP-CR

Policy No.: PRO FORMA

Address Reference: 1511 East Main Street, Cortez, CO 81321

Amount of Insurance: \$450,000.00

Premium: \$0.00

Date of Policy: at

1. Name of Insured:

Upper Image Services, LLC, an Arizona limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Upper Image Services, LLC, an Arizona limited liability company

4. The Land referred to in this policy is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Kensington Vanguard National Land Services,
LLC

By:

Authorized Signatory

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B

File No.: 594124-F-CO-CP-CR

Policy No.: PRO FORMA

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Intentionally deleted.
2. Intentionally deleted.
3. Intentionally deleted.
4. Intentionally deleted.
5. Intentionally deleted.
6. Intentionally deleted.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Taxes and assessments for the year 2021 and subsequent years, a lien not yet due or payable.
10. Covenants, Conditions, Restrictions, Easements, Setback Lines and any Amendments thereto as disclosed on the plat of Veach Subdivision in Book 8 at Page 6, recorded on May 28, 1958. We delete any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 U.S.C. 3604(c).
11. Electric Line Right of Way Easement granted to Empire Electric Association, Inc. disclosed by Document No. 597797, recorded December 16, 2014.
12. Intergovernmental Agreement Easement granted to City of Cortez and the State of Colorado Department of Transportation disclosed by Document No. 609187, recorded December 12, 2017.
13. Intentionally deleted.
14. Matters as shown on Survey prepared by Robert J. Rubino, PLS No. 14142, dated November 8, 2021, last revised on November 17, 2021, designated Job No. 21242:
 - (a) Effects of a portion of the subject property being located in a flood hazard area
 - (b) Underground fiber optic lines being located on the subject property
 - (c) Overhead utility lines being located on the subject property

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SCHEDULE B
(Continued)

(d) Rights, if any, due to centerline ditch

PROFORMA

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE C

File No.: 594124-F-CO-CP-CR

Policy No.: PRO FORMA

The land referred to in this Policy is described as follows:

The land referred to herein below is situated in the County of Montezuma, State of Colorado, and described as follows:

Lots 1 through 28, inclusive, Block 2, Veach Subdivision, the plat of which is recorded in Book 8 at Page 6, excepting that portion of said Block 2 to the State Department of Highways, Division of Highways, State of Colorado described in Book 576, Page 471, County of Montezuma, State of Colorado.

PROFORMA

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AMERICAN
LAND TITLE
ASSOCIATION





ENDORSEMENT
Attached to Policy No.: PRO FORMA
Issued By
First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from East Main Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Kensington Vanguard National Land Services,
LLC

By: 

Authorized Signatory

PROFORMA

This is a Pro Forma Endorsement. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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ENDORSEMENT
Attached to Policy No.: PRO FORMA

Issued By
First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

- Water service
- Natural gas service
- Telephone service
- Electrical power service
- Sanitary sewer
- Storm water drainage
- _____

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Kensington Vanguard National Land Services,
LLC

By: *Merrill Samuel*

Authorized Signatory

This is a Pro Forma Endorsement. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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ENDORSEMENT
Attached to Policy No.: PRO FORMA
Issued By
First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Robert J. Rubino, PLS No. 14142 dated November 8, 2021, and designated Job No. 21242.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Kensington Vanguard National Land Services,
LLC

By: 

Authorized Signatory

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ENDORSEMENT
Attached to Policy No.: PRO FORMA
Issued By
First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or
 - c. the exercise of the rights described in None.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Kensington Vanguard National Land Services,
LLC

By:

Authorized Signatory

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ENDORSEMENT
Attached to Policy No.: PRO FORMA
Issued By
First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence;
 - b. negligence by a person or an Entity exercising a right to extract or develop water; or
 - c. the exercise of the rights described in None.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

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Kensington Vanguard National Land Services,
LLC

By: *Mem Saml*

Authorized Signatory

PROFORMA

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ENDORSEMENT
Attached to Policy No.: PRO FORMA
Issued By
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Item No. 14 of Conditions is hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Kensington Vanguard National Land Services,
LLC

By:

Authorized Signatory

PROFORMA

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ENDORSEMENT
Attached to Policy No.: PRO FORMA
Issued By
First American Title Insurance Company

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of damage to existing and future improvements, including lawns, shrubbery or trees resulting from the exercise of any right to use the surface of the land for enforcement of any of the reservations contained in the Patent to said land excepted from the description or shown in Exception No. 7 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Kensington Vanguard National Land Services,
LLC

By: 

Authorized Signatory

PROFORMA

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Warranty Deed from Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust to Upper Image Services, LLC, an Arizona limited liability company.

Deed of Trust from Upper Image Services, LLC, an Arizona limited liability company to Trustee(s) for Lender to be named, securing the principal amount of \$0.00.

5. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
6. Pay the agreed amount for the estate or interest to be insured.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
9. Evidence that all assessments for common expenses, if any, have been paid.
10. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B

(Continued)

11. This Company must be provided with an existing survey less than ten years old and an Affidavit certifying that the survey accurately represents the configuration of the Property and the location of the improvements thereon and uses thereof as of the date of the Survey, and since the date of the Survey there have been no other improvements on the Property or uses thereof given by the Borrower and there have been no encroachments upon Property or uses of the Property taken by other parties to the best of Borrower's knowledge and belief.
12. Provide the Company with a survey prepared by a registered land surveyor to confirm proper legal description prior to closing. The Company reserves the right to make additional requirements and/or exceptions, and to amend the legal description of the land described in Schedule A, upon review of the description furnished by said surveyor.
13. Proof of payment of any and all Homeowners Association liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).
14. Receipt by the Company of a certified rent roll, identifying all leases and tenancies on the subject property.

NOTE: This commitment is subject to further requirements and/or exceptions upon review of the rent roll.

15. Receipt by the Company of the following documentation for Upper Image Services, LLC, an Arizona limited liability company, a Arizona limited liability company:

Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Colorado Secretary of State.
16. Recordation of a Statement of Authority pursuant to C.R.S. 38-30-172, for Upper Image Services, LLC, an Arizona limited liability company, establishing the name of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.
17. Recordation of a Statement of Authority pursuant to C.R.S. 38-30-172, for Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust, establishing the name of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.
18. Recordation of an Affidavit(s) for Grantee Acting in a Representative Capacity pursuant to C.R.S. 38-30-108, for Ivan Schwartz, Trustee of the Gilbert B. Schwartz Trust.
19. Updates to the title commitment are required to disclose defects, liens, encumbrances, adverse claims or other matters, if any are created, first appearing in the public records or attaching subsequent to the effective date of the commitment and prior to the effective date of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B

(Continued)

20. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
21. This Company requires a copy of the Agreement, Indenture, or Declaration of Trust of Gilbert B. Schwartz Trust, together with copies of any amendments, modifications, or revocations. In the event that there have been no amendments, modifications, or revocations, this Company will require satisfactory evidence to that effect. Upon receipt additional exceptions may be raised.
22. Company finds no open mortgages of record in the County Office. Company is to be advised of any unrecorded mortgages or any other liens against the premises under examination.
23. The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.

NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show Due. The gross amount is \$2,030.73 for Tax Identification No. 561125303001.

24. The Survey prepared by Robert J. Rubino, PLS No. 14142, dated November 8, 2021, last revised on November 17, 2021, designated Job No. 21242, must comply with the following:
 - (a) Include the signature and certification of Robert J. Rubino, PLS No. 14142
 - (b) Confirm whether the instrument referenced in Exception No. 11 in Schedule B, Part II affects the subject property

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Taxes and assessments for the year 2021 and subsequent years, a lien not yet due or payable.
10. Covenants, Conditions, Restrictions, Easements, Setback Lines and any Amendments thereto as disclosed on the plat of Veach Subdivision in [Book 8 at Page 6](#), recorded on May 28, 1958 . We delete any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 U.S.C. 3604(c).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B

(Continued)

11. Electric Line Right of Way Easement granted to Empire Electric Association, Inc. disclosed by Document No. [597797](#) recorded December 16, 2014.
12. Intergovernmental Agreement Easement granted to City of Cortez and the State of Colorado Department of Transportation disclosed by Document No. [609187](#) recorded December 12, 2017.
13. Any existing leases or tenancies.
14. Matters as shown on Survey prepared by Robert J. Rubino, PLS No. 14142, dated November 8, 2021, last revised on November 17, 2021, designated Job No. 21242:
 - (a) Effects of a portion of the subject property being located in a flood hazard area
 - (b) Underground fiber optic lines being located on the subject property
 - (c) Overhead utility lines being located on the subject property
 - (d) Rights, if any, due to centerline ditch

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE C SCHEDULE C

The Land is described as follows:

The land referred to herein below is situated in the County of Montezuma, State of Colorado, and described as follows:

Lots 1 through 28, inclusive, Block 2, Veach Subdivision, the plat of which is recorded in [Book 8 at Page 6](#), excepting that portion of said Block 2 to the State Department of Highways, Division of Highways, State of Colorado described in Book 576, Page 471, County of Montezuma, State of Colorado.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: JEREMY PATTON, AIRPORT MANAGER

Date: 17 May 2023

RE: CDOT Aeronautics Discretionary Grant Resolution

DISCUSSION

As with all Airport Improvement Program Grants, there is a federal, state and local apportionment. This resolution with the state must be made to approve the small dollar grant award for the projects listed. The attached resolution includes a schedule and budget for two projects; participate in federally funded apron expansion and federally funded access road rehabilitation (part of parking lot project).

BACKGROUND

The Cortez Municipal Airport remains in the Airport Improvement Program that shares costs of approved projects based on a 95% Federal, 2.5% State and 2.5% local share. This Apron Expansion Design Grant and Access Road Rehabilitation have been approved by the FAA. Construction of these projects is anticipated in 2024-2025 depending on cost estimates and further approval. As depicted in the Master Plan, apron expansion is vital to future hangar development as current space is limited. The access road component of the parking lot is the passenger drop off and pickup, as well as a pilot access road to the south hangars. These elements are also vital to the infrastructure of the airport parking lot and accessibility.

FISCAL IMPACT

The Apron Expansion Design and Access Road Rehab projects schedule and budget depicts a total cost of \$615,527.00. The total federal share equals \$584,750.00, State and local share of \$15,389.00 each. \$10,125.00 of the local share is coming out of ARPA funding that is factored into the parking lot improvement project, depicted in the schedule as Access Road Rehabilitation. The remaining local share of \$5,264.00 for the Apron Expansion Design will come out of the airport budget.

RECOMMENDATION

Staff recommends that Council approve the Resolution with CDOT for the Small Dollar Grant Award.

MOTION

If agreed upon by the City Council, a possible motion would be: I move that Council approve and authorize the Mayor to sign the Resolution with CDOT Aeronautics for the Small Dollar Grant Award.

Attachments

SDGA Resolution



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Cortez**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Cortez** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Cortez** hereby designates **Jeremy Patton** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Cortez** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Cortez** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: City of Cortez	AIRPORT: Cortez Municipal Airport	IDENTIFIER: CEZ
PROJECT DIRECTOR: Jeremy Patton		
MAILING ADDRESS: 123 East Roger Smith Avenue	EMAIL ADDRESS:	jpatton@cortezco.gov
	PHONE NUMBER:	(970) 565-7458

GRANT NAME AND TERMS

23-CEZ-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2026

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$15,388.00
Local Cash:	\$15,389.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$584,750.00
Total Project Funding:	\$615,527.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
	Amount	Match	Amount	Match	Amount	Match	
A. Participate in Federally Funded Apron Expansion Design	\$5,263.00	Up to 2.50%	\$5,264.00	2.50%	\$200,000.00	95.00%	\$210,527.00
B. Participate in Federally Funded Access Road Rehab	\$10,125.00	Up to 2.50%	\$10,125.00	2.50%	\$384,750.00	95.00%	\$405,000.00
TOTALS	\$15,388.00		\$15,389.00		\$584,750.00		\$615,527.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

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MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

- 1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:
 - a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
 - b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
 - c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1a**.

- 2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.
 - a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
 - b. Unauthorized Modifications.** Except as described in **§2a**., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

- 3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2**), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

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and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

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State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) "Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) "PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; **(g) "State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) "State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

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Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: Vickie Haddix, General Services Secretary

Date: 05/15/2023

RE: 2023 Library HVAC Installation

DISCUSSION

Please see attached memo for information on the award of the Cortez Library HVAC replacement and membrane roof replacement.

BACKGROUND

Information included in attached memo.

FISCAL IMPACT

Information included in attached memo.

RECOMMENDATION

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

MOTION

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

Attachments

2023 Library HVAC Installation Memo
Emails from Trane



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

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

Memorandum

To: CORTEZ CITY COUNCIL

From: RICK SMITH, GENERAL SERVICES DIRECTOR

Date: May 15, 2023

RE: 2023 LIBRARY HVAC INSTALLATION

BACKGROUND

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

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

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

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

PROJECT FINANCE

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

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

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

YTD COMBINED EXPENDITURES TOTAL \$ 482,205.22

REMAINING PROJECT EXPENSES:

LIBRARY		SERVICE CENTER	
HVAC INSTALLATION	\$ 246,430.00	HVAC INSTALLATION	\$ 289,890.00
COMBINED REMAINING EXPENDITURES	\$ 536,320.00		

FISCAL IMPACT

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

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

RECOMMENDATION

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

MOTION

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

Rick Smith

From: Brad Harrison
Sent: Friday, April 21, 2023 7:33 AM
To: Rick Smith
Cc: Drew Sanders
Subject: Fw: Service Center bids

Brad Harrison
City of Cortez
110 W Progress Circle
Cortez, CO 81321

bharrison@cortezco.gov
www.cortezco.gov

From: McPherran, Derek <DMcPherran@trane.com>
Sent: Thursday, April 20, 2023 6:17 PM
To: Brad Harrison <bharrison@cortezco.gov>
Cc: Riccio, Cole <Cole.Riccio@tranetechnologies.com>
Subject: FW: Service Center bids

Afternoon Brad,
I got some information back on our Service Center equipment.

It looks like the VAV boxes ship next week and the date cannot be changed at this point in time. There are 11 of them and they can be removed from their pallets to consolidate. I could look at the submittal to try to get you a footprint of what you might need.

Our Rooftop units are planned to ship to a modification house in October for completion in December. On these I'm dealing with two entities and they are lined up as I described. Your request was to hold equipment until January and I don't think we'll see them until mid-December. We should be able to reroute them to a crane yard of your choice but I've been strongly advised not to disrupt the current coordinated plan. There would be a cost implication for the modification portion and there is risk in giving up a production slot. Given the factories volatility on ship dates we still may not see them until 2024. That being said, I usually ship rooftop equipment to crane yards when I install them and if I use the yard of the crane company that will be doing the pick they're usually happy to hold them until the site is ready. I can facilitate that coordination.

I'm still working on the Library equipment and finding out if that change made it to the factory. I have folks making calls to see where our remaining equipment is slated to go. I'm not sure why we're still shipping to the library but we'll make every effort to get that changed to ship to the service center as you have requested.

I know I'm full of good news. Let me know what you think.

Thanks Brad,

Derek

970-773-0822

From: Riccio, Cole <Cole.Riccio@tranetechnologies.com>

Sent: Thursday, April 20, 2023 2:08 PM

To: Gabbert, Amanda <AGabbert@trane.com>; McPherrren, Derek <DMcPherrren@trane.com>; Mohn, Britney <Britney.Bunker@tranetechnologies.com>

Cc: Jones, Timothy <TJJONES@TRANE.COM>; Riccio, Cole <Cole.Riccio@tranetechnologies.com>

Subject: RE: Service Center bids

Derek,

Please see equipment status below:

- VAV's – ESD 4/27/23 – Cannot be canceled.
- RTU's – ESD (per YR email attached) Late December – **Highly** advise not touching given the issues we've had with the factories.

Cole Riccio

Systems Account Manager

Colorado/Wyoming Area Office

+1 (719) 640 5713 Cell

Trane Technologies

Cole.Riccio@tranetechnologies.com



TRANE

TRANE

From: Brad Harrison <bharrison@cortezco.gov>

Sent: Monday, April 17, 2023 9:29 AM

To: McPherrren, Derek <DMcPherrren@trane.com>

Subject: Re: Service Center bids

Alert: This is an external email.

Is it possible to put a shipment hold until 1/24 on the Service Center units? Please let me know.

Thanks

Brad Harrison

City of Cortez

110 W Progress Circle

Cortez, CO 81321

bharrison@cortezco.gov

www.cortezco.gov

From: Brad Harrison <bharrison@cortezco.gov>
Sent: Wednesday, January 11, 2023 11:32 AM
To: McPherren, Derek <DMcPherren@trane.com>
Subject: Re: Service Center bids

That would be great, thank you!

Brad Harrison
City of Cortez
110 W Progress Circle
Cortez, CO 81321

bharrison@cortezco.gov
www.cortezco.gov

From: McPherren, Derek <DMcPherren@trane.com>
Sent: Wednesday, January 11, 2023 11:29 AM
To: Brad Harrison <bharrison@cortezco.gov>
Subject: RE: Service Center bids

Thank you Brad. I'll get these in straight away.

I'll get these set up to ship to the service center, attention Nathan for now. Let me know if that won't work.

Derek

From: Brad Harrison <bharrison@cortezco.gov>
Sent: Wednesday, January 11, 2023 11:08 AM
To: McPherren, Derek <DMcPherren@trane.com>
Subject: Re: Service Center bids

Alert: This is an external email.

Here is the purchase order for the Service Center units.

Thanks

Brad Harrison
City of Cortez
110 W Progress Circle
Cortez, CO 81321

bharrison@cortezco.gov
www.cortezco.gov

From: McPherren, Derek <DMcPherren@trane.com>
Sent: Monday, January 9, 2023 2:47 PM
To: Brad Harrison <bharrison@cortezco.gov>
Subject: RE: Service Center bids

Sounds good. Thanks Brad.

Derek

From: Brad Harrison <bharrison@cortezco.gov>
Sent: Monday, January 9, 2023 2:14 PM
To: McPherren, Derek <DMcPherren@trane.com>
Subject: Re: Service Center bids

Alert: This is an external email.

Should go to City Council tomorrow night. Will know more after that. You were the only bidder.

Thanks

Brad Harrison
City of Cortez
110 W Progress Circle
Cortez, CO 81321

bharrison@cortezco.gov
www.cortezco.gov

From: McPherren, Derek <DMcPherren@trane.com>
Sent: Monday, January 9, 2023 2:01 PM
To: Brad Harrison <bharrison@cortezco.gov>
Subject: Service Center bids

Afternoon Brad,

I was just checking with you to see how the service center bids looked. You may have a longer process on your end to determine your next step or take your next action but I thought I would see how things shook out. We had a price increase announced over the weekend and they've given me till Thursday to get orders entered. If we get the order we will make it work but I didn't think it hurt to send a flyer in the case that you were ready to move forward.

I'll be in southern Colorado next week and will check in with Nathan but if you need anything let me know.

Derek McPherren, PE

Account Manager | Western Colorado
Rocky Mountain Trane
2387 River Road Unit #110
Grand Junction, CO 81505

Direct 970.773.0822
Service Dispatch 970.248.3970
dmpferren@trane.com

Automation Controls Experts





CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Drew Sanders
City Manager
123 E Roger Smith Ave,
Cortez, CO. 81321
dsanders@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL
From: DREW SANDERS, CITY MANAGER
Date: May 11, 2023
RE: City Council Priorities

DISCUSSION

City Council discussed their priorities at the Council retreat on April 29, 2023. These priorities are based on the current and projected needs of the City for the foreseeable future, shall serve as guidelines for how we approach future operations, and will be used to inform the budgeting process for the next fiscal year and beyond. These are meant to serve as our priorities for the next 3-5 fiscal years, although annual reviews will occur and appropriate alterations will be made under the direction of the City Council. In accomplishing these priorities, the City will strive to employ best practices, and will seek to keep our values of equity, diversity, and inclusion in focus as we proceed.

BACKGROUND

Please see attached.

RECOMMENDATION

Staff recommends that Council approves and accepts the City Council priorities as stated.

MOTION

If agreed upon by the City Council:

I move to approve that City Council accept the stated Council priorities.

Attachments

Council Priorities



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

COUNCIL PRIORITIES

The following list of priorities were agreed upon by the City Council on April 29, 2023. These priorities are based on the current and projected needs of the City for the foreseeable future, shall serve as guidelines for how we approach future operations, and will be used to inform the budgeting process for the next fiscal year and beyond. These are meant to serve as our priorities for the next 3-5 fiscal years, although annual reviews will occur and appropriate alterations will be made under the direction of the City Council. In accomplishing these priorities, the City will strive to employ best practices, and will seek to keep our values of equity, diversity, and inclusion in focus as we proceed.

- Infrastructure improvements (streets, airport, water lines)
- Urban renewal and economic development / incentivize redevelopment
- Water conservation
 - Update water use ordinance(s)
 - Complete drought mitigation plan
 - Update land use code to improve water conservation in future developments (increased size of building footprints, xeriscaping, etc.)
- Housing
 - Accomplish via an updated land use code that better meets the current needs of the City
 - Housing policy
 - 7th Street park/housing project
- Update guiding documents
 - Land Use Code
 - Charter and Code of Ordinances
 - Parks and Recreation Master Plan
 - Model Procurement Code



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: May 17, 2023

RE: Appointment/Re-appointments to City Advisory Boards

DISCUSSION

Advertisement for the openings on City Advisory Boards has been completed with notice placed in the Cortez Journal, the City's website, Facebook, and emails to organizations in the community. Five seats are open on the Cortez Arts Advisory Board; three seats are open on the Cortez Historic Preservation Board; and two seats are open on the Parks, Recreation, and Forestry Advisory Board.

BACKGROUND

Following are the residents which have applied/re-applied for the open seats:

- *Cortez Arts Advisory Board: (Re-applied) Tai Rogers, (New Applicants) Anne Beach, Sascha Steinberg, Matt Josef, and Erik Quiroz
- *Cortez Historic Preservation Board: (Re-applied) Linda Towle, Kathleen Russell, and Mitchell Toms (Chamber of Commerce Representative)
- *Parks, Recreation, and Forestry Advisory Board: (New Applicants) Mike Lavey and Abraham Proffitt

Tai Rogers and Matt Josef (Cortez Arts Advisory Board) and Linda Towle (Cortez Historic Preservation Board) were not available for interviews this evening and will be scheduled for interviews as soon as their schedule allows. Recommendation for their appointment will follow their interview with City Council.

RECOMMENDATION

Staff recommends that Council appoint the following residents to the boards which they have applied for:

- *Cortez Arts Advisory Board - Anne Beach, Sascha Steinberg, and Erik Quiroz. Terms would consist of three of the members serving three year terms and two of the members serving two year terms.
- *Cortez Historic Preservation Board - Kathleen Russell and Mitchell Toms for three year terms.
- *Parks, Recreation, and Forestry Advisory Board - Mike Lavey and Abraham Proffitt for two year terms.

MOTION

If agreed upon by the City Council, a possible motion would be: I move that Council appoint the following residents to the boards which they have applied for:

- *Cortez Arts Advisory Board - Anne Beach, Sascha Steinberg, and Erik Quiroz. Terms would consist of three of the members serving three year terms and two of the members serving two year terms.
- *Cortez Historic Preservation Board - Kathleen Russell and Mitchell Toms for three year terms.
- *Parks, Recreation, and Forestry Advisory Board - Mike Lavey and Abraham Proffitt for two year terms.

Attachments

letters of interest for City Advisory Boards

CORTEZ ARTS ADVISORY BOARD



Tai Rogers

January 3, 2023

Linda L. Smith
City Clerk
City of Cortez
123 Roger Smith Ave
Cortez, CO 81321

Dear Mrs. Smith,

I am writing to renew my position on Cortez Arts Committee.

Sincerely yours,

A handwritten signature in black ink that reads "Tai Rogers". The signature is written in a cursive, flowing style.

Tai Rogers

738 Canyon Dr., Cortez, CO 81321

#303-619-3308

4/3/2023

Dear Public Arts supporters,

Please accept my letter of interest in the Public Arts Advisory committee for the City of Cortez.

Much of my work experience has been with arts focused non-profit organizations, including:

Music in the Mountains Classical Music Festival:

Much of my work beyond organizing the three week festival was with the Music in the Mountains Goes to School Program. This year round program engaged area youth through exposure to music in collaboration with the local school district and Fort Lewis College music education students. We also did outreach through music to the local youth detention center.

Stillwater Foundation:

Work with this organization was concentrated on building community through music programs and events for youth and adults.

Cortez Cultural Center:

Work at the Cultural Center provided an opportunity to learn and engage the community around performing arts, youth camps, art exhibits and a stint on the public art committee that focused on murals and was funded through the city budget at \$10K per year. Other recent contracted work with the Cultural Center was around organization of the Market on Market monthly events that featured art and music, Four Corners Institute, brought social studies teachers from three states to a three day workshop focused on water, an arts intensive series of community sessions with the Delbert Anderson Trio.

Alpine Artisans:

My work with this organization as volunteer and intersected with my job as director of the Seeley Lake Community Foundation. This group raised money to support visual and performing artists in the small rural community. Projects included and Open Studio Tour, school outreach, the Open Book Club which brought regional authors to the area, four music performances and Shakespeare in the Park.

Mancos Creative District:

Work with this organization was concentrated (and still is as an independent contractor) on arts events, that bring people together through art and music. Some of these were Open Studio Tour, Grand Summer Nights, BurroFest, community dinner, public art, work with the Mancos School District, Mancos Opera House, Town of Mancos, Mancos Chamber of Commerce and all the galleries and artists in the community.

My up cycled art is at the ZU Gallery which is totally fun and a confidence boost for my artist imposter syndrome.

I recently completed an online training, paid for by Renew LLC, and am now certified as A Window Between Worlds art as healing workshop facilitator. Pretty nervous and excited to begin this volunteer work at the safe house, Wellbriety and other community groups.

ART is powerful and creatives in a community can make such difference. There is an impact on the local economy too!

Colorado Creative Industries statistics:

Colorado's creative industries support 191,248 jobs and there are 172,884 employed in creative occupations across multiple industries throughout the state. Employment in Colorado's creative industries grew by 25% between 2010 and 2019 with an addition of 38,118 jobs.

Please let me know if I am a good fit for this important committee for our town.

Best regards,

Anne Beach

1706 Rampart St.
Cortez, CO 81321
annebeach1@gmail.com
970-946-6507

City of Cortez Public Arts Advisory Committee

My name is Sascha Steinberg and I have lived in the city of Cortez, CO since September of 2021. I have a BA in the History of Art and Architecture with minors in Studio Arts and Film Studies. I have held many positions in the arts field before moving to Cortez to work in the Warranty & Repair department at Osprey Packs where I use my skills in the textile arts sewing backpacks. I moved to Cortez from Moab where I worked as the Associate Director of the Moab Arts and Recreation Center. During my time there, I also served on the Moab Arts Council from 2019-2021. Through both of these organizations, I worked with countless local and traveling artists to facilitate programming and public arts projects. I worked with local businesses and business owners to secure canvases for these works of art and have worked with the City of Moab as well to secure funding as well as space to display these public art projects. I have made presentations to the city council while working in Moab proposing different public arts projects, which would serve me well in Cortez's Public Arts Advisory Committee. I have also painted a mural of my own and a couple crosswalk murals, so I have been on both sides of the process. I am currently earning a certificate in Graphic Design and am finally getting to a point in my course work where I have more free time and I would love to get more involved in my community. I love public art and have been impressed with Cortez's already large display of quality murals and would love to be involved in coordinating more of these public art projects in town.

Thank you for your time and consideration. If more information or references are desired, feel free to reach out to me.

Sascha Steinberg

Phone # 513-417-1270
Email steinbergae@gmail.com

Fwd: Matt Josef. letter of interest for art board

Tai Rogers <tai.rogers@gmail.com>

Wed 4/12/2023 1:41 PM

To: Linda Smith <lsmith@cortezco.gov>

Begin forwarded message:

From: Matt Josef <matt@mattjosef.com>**Subject:** Matt Josef. letter of interest for art board**Date:** April 11, 2023 at 11:33:57 AM MDT**To:** lsmith@cortezco.gov, tai.rogers@gmail.com

To Whom It May Concern:

I am interested in serving on the Cortez Art board. I have been a full time contemporary artist/painter for over 20 years now. Moving over 40 times throughout the country building my career as I researched where I might invest someday.

As of July 2022, I purchased land just outside city limits of Cortez to develop. I've organized and or been a part of countless events over the years, helped start art districts, teach art and more. My main mission and focus is transition from artist to patron of the arts by developing properties with the artist in mind. I am currently working on creating affordable live work solutions that are related to housing crisis issues. Building artist in residence facilities, starting a tiny home building company, an arts center for kids and overall creating jobs for the area are all on my agenda. Being a part of the economic development of this area is very much in my heart and business plans.

I see Cortez as my new home base and would love to be a part of helping however I can with everything related to the arts in this area.

Best Regards,

Matt Josef (AKA, Matthew Wiens)
405-635-5986
www.MattJosef.com

23710 Road F.5
Cortez, CO 81321

PO Box 473
Cortez, CO 81321

To Whom It Concerns,

My name is Erik Quiroz. I have a deep passion for the arts and would like to be considered for a position on the Cortez Arts Board. I have a long history of working within the film and media industry. I have been an actor, screenplay writer, and movie reviewer. I currently work for KSJD radio, where I am the development director and part-time film and media reporter. I covered the Telluride Film Festival for KSJD in Cortez and for KOTO in Telluride. I also have experience as a professional musician I currently have music available on iTunes, Spotify, Google Play, and most streaming platforms. In the past, I have run a music record label and music production company, as well as an online record store. I would love to apply my experience in film and music production to the Cortez Arts Board. Thank you for your time and consideration.

Regards

Erik Quiroz

227 North Market Street

Cortez CO 81321

480-645-5305

email - erik@ksjd.org

CORTEZ HISTORIC PRESERVATION
BOARD

Linda A. Towle
1910 Shady Lane
Cortez, CO 81321

March 21, 2023

Cortez City Council
123 Roger Smith St.
Cortez, CO 81321

RE:My Re-appointment to the Cortez Historic Preservation Board

I hereby request to be re-appointed to the Cortez Historic Preservation Board. I have been a member of the Board since 2004, and currently serve as Chairman. I have held this position several times, beginning in 2010.

In the last 13 years, the Board has accomplished many projects. We have received 10 grants from the Certified Local Government (CLG) program and the State Historical Fund at History Colorado, which have allowed us to inventory 228 properties in Cortez for their historic significance, create a podcast of our Walking Tour of Montezuma Avenue, and develop a long-term plan for surveying historic properties within the City. We have also sponsored Cortez Historic Preservation Day and will have our 13th annual event this year on May 13.

These activities have furthered the Board's goal to educate the public about the history of Cortez and the importance of preservation of our historic properties. The Cortez City Register of Historic Sites, Structures and Districts currently lists 57 historic structures, 1 historic site, 1 archaeological site and 4 historic signs. A copy of the Register is on the City web site along with the reports from the previous inventories.

I look forward to serving another term on the Historic Preservation Board and continuing our work to previous the City's history and historic properties. Please contact me at 970-565-3987 or ltowle@q.com if you would like more information.

Sincerely,

Linda

RE: Renewing Appointment

Kathleen Russell <dss@vistagranderhc.com>

Wed 11/2/2022 3:47 PM

To: Linda Smith <lsmith@cortezco.gov>

Hi Linda,

I am requesting reappointment to the Historic Preservation Board.

I will contact Matt as well.

Sorry for the late response. We've been having problems with email and the internet all week.

Thanks,

Kathleen Russell

Kathleen Russell

Social Service

ReAppointment to City of Cortez Historic Preservation Committee

Mitchell Toms <cmtomsjr@gmail.com>

Wed 5/17/2023 3:59 PM

To: Linda Smith <lsmith@cortezco.gov>

To Whom It May Concern:

I wish to be reappointed to the City of Cortez Historic Preservation Committee representing the Cortez Area Chamber of Commerce. They have approved this in a previous letter.

Thank you,

Mitchell Toms
2420 Fairway Drive
Cortez, Colorado 81321

March 10, 2023



Dear City of Cortez,

I, Aretta Begay of the Cortez Chamber, give Mitchell Toms the endorsement to serve on the Historic Preservation Committee for the City of Cortez.

Sincerely,

A handwritten signature in black ink that reads "Aretta Begay". The signature is written in a cursive, flowing style.

Aretta Begay
Executive Director
Cortez Area Chamber of Commerce
aretta@cortezchamber.com

**PARKS, RECREATION, AND
FORESTRY ADVISORY BOARD**

Re: visit with city council on May 23rd at 6::00 p.m. for appointment to Parks and Rec

Mike Lavey <mikelavey43@gmail.com>

Tue 5/9/2023 11:29 AM

To: Linda Smith <lsmith@cortezco.gov>

Dear Linda, Cortez City Council,

I am interested in serving on the Parks, Recreation and Forestry Advisory Board. I have had prior experience serving on the Board and I believe that I would be asset in numerous ways.

Sincerely,

Michael J Lavey

Advisory Board

Abraham Proffitt <abeprof@gmail.com>

Wed 3/29/2023 7:53 AM

To: Linda Smith <lsmith@cortezco.gov>

Hi Linda,

Rachel Medina suggested I reach out to you about an advisory board position!

I am interested in joining the Parks, Recreation, and Forestry Advisory Board for the City of Cortez. My background includes a masters in natural resource management, city planning, GIS, and graphic design. I currently work for the Forest Service at the Dolores Ranger District in forestry and public affairs and my board experience includes 3 years as an event coordinator for the MLC NextGen Advisory Board. One of my interests for joining this board is to build more bicycle infrastructure in the city, such as improved bike lanes and trails as well as proper bike racks. We don't have many places to lock a bike in town and I think having more would entice people to get on bikes! I also heard about a trail connecting Mancos and Cortez and would like to help champion that idea if it is still in the works. On June 1st, we (NextGen Board) are hosting a bicycle cruiser event in Cortez which will tour participants to Carpenter Park, the Rec center, the community gardens, Hawkins Preserve, and various businesses around town.

If you need anything else from me, please let me know!

Have a nice day,

Abe Proffitt

U.S. Forest Service
Dolores Ranger District
970-690-3402