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**CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 24, 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 Work Session and Agenda Minutes for October 10, 2023.
- b. Approval of the Expenditure List for October 24, 2023
- c. Approval of a Transfer of Ownership application for Four Corners Brewing, LLC, DBA Main Street Brewery and Restaurant, located at 21 East 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

- a. **Greenlight A Vet Proclamation**

5. PUBLIC HEARINGS

- a. **Resolution No. 24, Series 2023**

Resolution No. 24, Series 2023, a resolution approving an application for a site plan for a 3,456 sq. ft. office building to be located on property at TBD N. Sligo St.(estimated to be 60 and 72 N. Sligo St.), Cortez CO.

Presenter: Contract City Planner Nancy Dosdall

- b. **Resolution No. 26, Series 2023**

Resolution No. 26, Series 2023, a resolution approving an application for a Site plan/Conditional Use Permit for a proposed storage facility to be located at 459 W North Street, Cortez, CO.

Presenter: Contract City Planner Nancy Dosdall

6. UNFINISHED BUSINESS

7. NEW BUSINESS

a. **Resolution No. 27, Series 2023**

Resolution No. 27, Series 2023, Lease Agreement for the Colorado Welcome Center by and between the City of Cortez and Mesa Verde Country Visitor Information Bureau.

Presenter: Drew Sanders, City Manager

b. **Vehicle Purchase for the Refuse Division**

Approval of the purchase of a new pickup to replace the Refuse Division's aging 1994 welding truck (Unit #1223).

Presenter: Brian K. Peckins, Director of Public Works

c. **Letter of Support**

Letter of Support - Montezuma County Community Wildfire Defense Grant.

Presenter: Drew Sanders, City Manager

d. **Approval of the 2024 Budget on First Reading**

Ordinance No. 1323, Series 2023, approval on first reading of Ordinance No. 1323, Series 2023, an Ordinance summarizing expenditures and revenues for each fund and adopting a budget for the City of Cortez, Colorado, for the calendar year beginning on the first day of January 2024 and ending on the last day of December 2024, and set for second reading and public hearing on November 14, 2023.

Presenter: Kelly Koskie, Finance Director

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

a. Executive Session as needed.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 10/16/2023

RE: Approval of the Council Work Session and Agenda Minutes for October 10, 2023.

Attachments

Work Session Minutes 10.10.2023
Council Agenda Minutes 10.10.2023

CITY COUNCIL
REGULAR WORKSHOP/SPECIAL MEETING
TUESDAY OCTOBER 10, 2023
6:00 p.m.

1. The Workshop was called to order at 6:03 p.m., in the City Council Chambers. Councilmembers present included, Mayor Rachel Medina, Mayor Pro-tem Arlina Yazzie, Robert Dobry, Matt Keefauver, David Rainey, Dennis Spruell, and Lydia DeHaven. Staff members present included: Chief of Police Vern Knuckles, Finance Director Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosdall, Community and Economic Development Specialist Helen West, Director of Parks and Recreation Creighton Wright, Director of Public Works Brian Peckins, City Engineer Kevin Kissler, Director of General Services Rick Smith, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were four people present in the audience.

2. Community and Economic Development Director Marchbanks and Community and Economic Development Specialist West gave a presentation to Council on Proposition 123: Affordable Housing Opt-In. Ms. West gave the definitions and purpose of Prop 123, explaining the difference between AMI “Area Median Income” and MFI “Median Family Income” and how the two are related in Montezuma County. She explained that the City needs to Opt-in to the program and what it means to do so. She made clear the definition of affordable housing and how it pertains to Proposition 123, also noting the opt-in process and the commitments of local government in the program. A brief overview of the housing needs within the City of Cortez was given based on the data from the Housing Needs Assessment that was conducted earlier in 2023.

3. Jim Spratlen, Montezuma County Emergency Manager addressed Council regarding Everbridge, the new emergency alert and warning system that will be adopted in Montezuma County. He gave the specifics of the new system and stated that training has been conducted over the last several months. Nixle, which is currently in use, will be replaced with the Everbridge system on October 15, 2023. Alerts based on the wants and needs of an individual will be chosen during the sign-up process. Local alerts, such as, road closures, gas leaks, etc., will also be sent through the system if the person elects the option during sign up. Sign up information is posted on both the City’s website and Montezuma County’s website as well as posters through-out Cortez.

4. Director of Public Works Peckins gave a presentation to Council regarding a Proposed Water Rate increase in 2024. He stated that the last water rate study was conducted in 1986. The proposed increases are based on data received from the August 2023 SEH Water Rate Study, but modified to phase in rate increases and to ensure that higher users pay more. The proposal included a 20% increase in the base rate for residential users. The increase in revenue allows the department to address long neglected water treatment plant and water distribution line maintenance and replacement. Increased revenue will also allow for the development of an in-

house dedicated water distribution line replacement team. The proposed chart for monthly water rates based on usage was reviewed and it was noted that the increase would be minimal.

5. General Discussion: Councilmember Keefauver clarified to the public that a newspaper article written regarding an incident at the Montezuma County Fairgrounds mentioning the City Manager and Attorney's involvement was incorrect as it was the County Manager and Attorney who were involved. Councilmember Dobry also made the comment that the article in The Journal regarding the logging company named City Attorney Coleman as a Councilmember. Mayor Medina asked Council if they would consider the discussion of term limits for Advisory Boards. Staff was directed to complete research on the topic.

The regular workshop was adjourned at 7:25 p.m.

CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 10, 2023

1. The meeting was called to order in the City Council Chambers at 7:32 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 Vern Knuckles, Director of Finance Kelly Koskie, Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosdall, Community and Economic Development Specialist Helen West, Airport Manager Jeremy Patton, Director of Parks and Recreation Creighton Wright, Court Clerk/Administrator Carla Odell, Director of Public Works Brian Peckins, Director of General Services Rick Smith, Library Director Isabella Sharpsteen, IT Technician Aaron Holleman, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were 16 people present in the audience.

Councilmember Dobry moved that the agenda 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 September 26, 2023.
 - b. Approval of the Expenditure List for October 10, 2023.
 - c. Approval of a renewal application for a Retail Marijuana Center/Retail Marijuana Cultivation Facility License for THA Corporation, DBA The Herbal Alternative, located at 1531 Lebanon Road/10194 Highway 491, Cortez
 - d. Approval of a renewal Beer and Wine Liquor License for Jodi Jahrling., DBA Zu Gallery, located at 48 West Main Street, Cortez.

Councilmember DeHaven moved that the Consent Agenda be approved as amended. 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:

- Charles Jeter, Cortez. Spoke regarding the denial of a rezoning for Independent Log Company and providing firewood to the Navajo Nation. He spoke about the Freedom of Information Act

and the Colorado Open Records Act and transparency of government.

- Elise Goggin, Cortez. Spoke regarding the promotion of a sustainability community and electrification in Cortez.
- Paul Beckler, Cortez. Thanked Council for the work they do.

4. PRESENTATIONS:

a. Youth Substance Abuse Prevention Month. A presentation was made by Communities that Care Coalition of Montezuma County (CTC), on Youth Substance Use Prevention. The presentation provided information on CTC and the model they use in providing a positive change in the community. A statistical overview was given providing data on youth substance abuse in Montezuma County, why we see youth substance abuse and prevention methods to prevent it. They spoke about a safe storage campaign that was implemented and that safety posters have been placed in all the local marijuana dispensaries. Lockboxes are available at the Montezuma County Public Health Department should someone from the public want one. Information was given on how people can make a difference by joining the CTC coalition or by considering local policies that could decrease access to marijuana and other substances. Mayor Medina read a proclamation proclaiming October 2023 as Youth substance Abuse Prevention Month.

5. PUBLIC HEARINGS: None

6. UNFINISHED BUSINESS: None

7. NEW BUSINESS

a. Resolution No. 25, Series 2023. Contract City Planner Dosdall presented Council with Resolution No. 25, Series 2023. She stated that the Owner/Applicant, Matthew Reynolds is proposing a three-lot minor subdivision on a parcel of land located at 1111 East Carpenter Street. The parcel currently includes a single-family home, which will be removed. The intent of this minor subdivision is to divide the parcel into three smaller parcels, on which the Owner/ Applicant intends to construct one duplex each. The parcel is zoned Residential Multi-Family (R-2). She stated that an issue staff has identified with this proposed subdivision is the Applicant/Owner has expressed a desire to build 1,500 sq. ft. duplexes (750 sq. ft. per unit) on each of the lots. While the LUC would allow a duplex on a 7,000 sq. ft. lot in the R-2 district, each unit needs to be a minimum of 800 sq. ft., which the Owner/Applicant agreed to the requirement. An agency review was conducted with no issues identified. Staff recommends approval of Resolution No. 25, Series 2023, approving a Minor Subdivision Plat for Cornetts Subdivision Amended, submitted by Matthew Reynolds, located at 1111 E Carpenter St., with the condition that all requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Council comments included whether this would be considered for affordable housing. Paul Beckler, on behalf of the Owner/ Applicant said they planned to sell the dwellings at market rate.

Councilmember Dobry moved that Council approve Resolution No. 25, Series 2023, a resolution

approving a Minor subdivision Plat for the Cornetts Subdivision Amended submitted by Matthew Reynolds, located at 1111 East Carpenter St., Cortez, with one condition, as stated in the Resolution. 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

b. Award of Recreation Center Domestic Water Heater Bid. Director of Parks and Recreation Wright stated that hot water at the Cortez Recreation Center is fed from a large commercial water heater and it is one of the oldest pieces of infrastructure in the building and the one system planned for replacement this year. The water heater failed this year because of an electrical issue that shorted out the control board, a relay, and one of the two circulation pumps. The ingenuity of our facilities staff, with guidance from a local plumber, got the unit minimally functioning. This project was planned in the 2023 Budget. Bid documents were prepared and advertised and bids were received by (3) three firms. The bids were opened on September 20, 2023. He stated that the Cortez Recreation Center Water Heater Replacement was budgeted for \$25,000; however, the low bid amount is \$29,787.35, which is slightly above the budget. He stated that there are savings in the Recreation Center Enterprise Fund due to challenges in hiring several positions early in the year and The Enterprise Fund can absorb the small overage. Staff recommends that Council award the Recreation Center Domestic Water Heater bid to Sparks Plumbing in the amount not to exceed \$29,787.35. Council Comments included the equipment delivery and completion timeline and appreciation for using a local company.

Councilmember DeHaven moved that Council award the Recreation Center Domestic Water Heater bid to Sparks Plumbing, in the amount, not to exceed \$29,787.35. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

c. Council Chamber AV Bid Award. Finance Director Koskie stated that after further discussion at the July 25, 2023 City Council meeting regarding the AV equipment in Council chambers, options were narrowed down to two options, option #2 and option #3, with minor adjustments. Option #3 was chosen after removing interactive tablets from the Council dais. She stated that 3 (three) vendors responded to the RFP and attended the required walk-through. A selection committee reviewed the bids and the bid from NextLevel out of Farmington, NM was chosen. The total bid amount of \$86,734.00 will be divided in two payments. The first payment will be made in 2023 for \$43,467.00 and the second payment in the same amount will be made in 2024. Both of these payments are included in the respective budgets. Council comments included the timeline of receiving the equipment and the completion of the project. Councilmember Keefauver thanked Director Koskie for working so diligently on the project and keeping it affordable but still maintaining the needs of the City.

Mayor Pro-tem Yazzie moved that Council award the City Council Chamber AV Equipment Bid to NextLevel for \$86,734.00. Councilmember Keefauver seconded the motion, and the vote was as follows:

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

d. Appointment to the Community Support Grant Selection Committee. City Manager Sanders stated that each year, the Cortez City Council budgets money from the General Fund to support community organizations that preserve or enrich the health, education, welfare, and fitness of the community. Community support organizations may receive grants up to \$5,000 to support activities and programs that are accessible to the City of Cortez community and encourage the development of healthy community organizations that provide programs for citizen welfare and education in the region. The deadline for grant submission is Friday October 13, 2023 at 5 p.m. Two members of City Council will need to be appointed to the community support grant selection committee. This committee will meet after the November 14, 2023 City Council meeting to review the submitted grant applications and will make recommendations to Council regarding award and funding for each grant submitted. Council discussed who would like to fill the two appointments. It was determined that Councilmember Spruell and Councilmember Rainey would sit on the Committee.

Councilmember Dobry moved that Council appoint Councilmember Spruell and Councilmember Rainey to the community support grant selection committee. 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

8. DRAFT RESOLUTION/ORDINANCES: None

9. CITY ATTORNEY'S REPORT: City Attorney Coleman spoke about the Colorado Open Records Act, (CORA), and what items can be released. He stated that each document is reviewed by either himself or his legal assistant for attorney-client privileged information, which is not open to public review. He spoke about the fees that the City is allowed to charge for documents and time spent that are stipulated in Colorado Statute.

10. CITY MANAGER'S REPORT: City Manager Sanders gave a report on the following items:

- A comment card was submitted by a resident of Cortez commending two employees. M.J. Rieke and Thomas Anderson. The resident said one of the neighbors in their neighborhood had let the weeds get out of control and that while paying their water bill, M.J. Rieke recommended they speak to Thomas Anderson in Code Enforcement. Mr. Anderson looked at the property that day and explained to the resident what the City process was and that the end result is that the weeds are now gone. The resident wished to give praise to the front-line staff.
- Finance Director Koskie has notified the City Manager that Montezuma County has now released \$309, 871.85 in property taxes due to the 2021 audit completion.
- Field work has been completed for the traffic study on Broadway; we are waiting for the report. Once the report is completed, CDOT will review the findings and meet with the City on

recommendations.

- The Council budget meeting held on September 23, 2023 offered a good review of the proposed FY2024 budget for the City of Cortez. There were many good questions, discussion and direction from Council to fine tune the budget. The FY2024 budget is now published on the City website for public input and comments which will be accepted until the first reading October 24, 2023.
- The annual Four Corners Fall Fly In will be held Saturday October 14, 2023 at the Cortez Airport from 10 a.m. to 5 p.m. There will be activities, exhibits, vendors, a car show and lots of airplanes. Solar eclipse glasses will be provided to safely view the astronomical event.
- Employee Spotlight – Officer Kristin Cannon- In times of crisis, true heroes emerge; and Officer Kristin Cannon is one such hero within our organization. Her quick thinking, courage, an unwavering commitment to the safety and well-being of all recently made the difference in a life-or-death situation. On September 15, 2023, Officer Cannon responded to a ‘shots fired’ call. Upon arrival, she was met with a highly agitated crowd and a chaotic scene. As Officer Cannon was assessing the scene, her attention was directed to a vehicle that was parked on the street with bullet holes down the driver's side. She opened the rear driver's door and observed a female sitting in the backseat; then noticed a very large injury to the female's left thigh and a wound that was bleeding profusely. Without hesitation, Kristin applied a tourniquet to the injured female. Her swift response, even in the face of such a harrowing incident, played a pivotal role in ensuring the victim's survival. Emergency medical personnel later confirmed that Kristin's actions significantly contributed to saving the victim's life. Kristin's attention to detail and composure under pressure are nothing short of remarkable. Her diligence and willingness to act decisively proved to be an invaluable asset in this critical situation. Her actions reflect not only her dedication to the profession but also her unwavering commitment to our community.

11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor’s Report on Workshop. Mayor Medina stated that during the workshop, a presentation was made by Community and Economic Development Director Marchbanks and Community and Economic Development Specialist West on the Proposition 123 Affordable Housing Opt-In. Jim Spratlen, Emergency Manager for Montezuma County gave a presentation on the new emergency alert and warning system that we will put into effect on October 15, 2023. Public Works Director Peckins spoke to Council about a proposed water rate increase in 2024. Mayor Medina asked if Council would like to entertain a discussion regarding term limits on City advisory boards.
- b. Public Arts Committee. Councilmember Rainey stated the Committee has engaged with the local high school students on future art activities.
- c. Golf Advisory Committee. Councilmember Spruell attended the Golf Advisory Committee meeting and stated that the golf course is scheduled to close for the season on November 19, 2023.
- d. Mesa Verde Country. Councilmember Dobry attended the meeting with Mesas Verde Country and stated they are working on providing financial data for the City.

12. OTHER ITEMS OF BUSINESS: None

13. PUBLIC PARTICIPATION:

- Charles Jeter, Cortez. Spoke about the subdivision of County land off of Mildred Road, businesses in Cortez, and the problem of job creation.

14. ADJOURNMENT: Mayor Pro-tem Yazzie moved that the regular meeting be adjourned at 8:45 p.m. Councilmember Keefauver 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:

Donna Murphy, Deputy City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

Date: 10/18/2023

RE: Approval of the Expenditure List for October 24, 2023

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 13, 2023

Department	Vendor Name	Description	Amount
City Attorney	PARKER'S WORKPLACE SOLUTIONS	Design Fee/Consultation	\$ 85.00
	PARKER'S WORKPLACE SOLUTIONS	H1522 Wood Center Drawer	\$ 88.96
	PARKER'S WORKPLACE SOLUTIONS	HBTTX30S Seated Height X-base	\$ 180.73
	PARKER'S WORKPLACE SOLUTIONS	HBTSFT 36 Soft Square Top"	\$ 205.48
	PARKER'S WORKPLACE SOLUTIONS	Installation Fee	\$ 270.00
	PARKER'S WORKPLACE SOLUTIONS	H10504 10500 Series Floor Standing Full Height Pe	\$ 396.02
	PARKER'S WORKPLACE SOLUTIONS	H105686 10500 Series Return Shell	\$ 401.15
	PARKER'S WORKPLACE SOLUTIONS	Ignition Task 2 Mid-back Chair	\$ 427.42
	PARKER'S WORKPLACE SOLUTIONS	H105896L 10500 Series Single Ped Desk	\$ 784.56
		Total	\$ 2,839.32
Municipal Court	MARSHALL SUMRALL	LEGAL SERVICES - MULTIPLE	\$ 450.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - WILSON	\$ 25.50
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - TONEY	\$ 25.50
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - LEWIS	\$ 34.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - OLIVAS	\$ 51.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - WHITEHORSE	\$ 51.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - SALT	\$ 76.50
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - RISENHOOVER	\$ 85.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - LEWIS	\$ 93.50
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - JONES	\$ 204.00
	RACHEL D. MUHONEN, P.C.	LEGAL SERVICES - YANITO	\$ 518.50
	MATILDA MATCHERS	NAVAJO LANGUAGE INTERPRETATION SERVICES	\$ 135.00
		Total	\$ 1,749.50
Finance	ATLAS CPAS & ADVISORS PLLC	Blanket PO - Professional Services - CPA/Audits	\$ 8,500.00
	POSTAL PROS, INC.	INVOICES	\$ 518.26
		Total	\$ 9,018.26
City Clerk	CIVICPLUS	MUNICODE SUPPORT FEE	\$ 275.00
	CIVICPLUS	MUNICODE TABS & BINDERS	\$ 363.34
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 47.25
	PARKER'S WORKPLACE SOLUTIONS	NAMEPLATE	\$ 11.95
	MONA MAKES LLC	WELLNESS LUNCH	\$ 1,230.00
		Total	\$ 1,927.54
Events	POSTAL PROS, INC.	THIRD THURSDAY INSERT	\$ 335.05
		Total	\$ 335.05
Library	INGRAM LIBRARY SERVICES	BOOKS	\$ 36.33
	INGRAM LIBRARY SERVICES	BOOKS	\$ 176.07
		Total	\$ 212.40
City Hall Operations	ORKIN LLC	Blanket PO - Pest Control Services - City Hall	\$ 152.99
	ATMOS ENERGY	GAS SERVICE	\$ 1,021.80

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 13, 2023

Department	Vendor Name	Description	Amount
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 175.71
		Total	\$ 1,350.50
Welcome Center	ATMOS ENERGY	GAS SERVICE	\$ 36.08
		Total	\$ 36.08
Police Department	VERIZON WIRELESS	DEMO LAPTOP	\$ 40.09
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 10.53
	BRAND CENTRAL	Shirts for dispatch	\$ 1,201.00
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	POSTAL PROS, INC.	CRIME WATCH INSERT	\$ 662.00
	MONTEZUMA COUNTY LANDFILL	POLICE/ANIMALS	\$ 157.50
	ORKIN LLC	PEST CONTROL SERVICES	\$ 187.99
	ATMOS ENERGY	GAS SERVICE	\$ 93.73
	STAPLES ADVANTAGE	HP 414A W2020A Print cartridge, Black	\$ 136.74
	STAPLES ADVANTAGE	HP 414A W2021A Print cartridge, Cyan	\$ 265.47
	STAPLES ADVANTAGE	HP 414A W2022A Print cartridge, Yellow	\$ 265.47
	STAPLES ADVANTAGE	HP 414A W2023A Print cartridge, Magenta	\$ 265.47
		Total	\$ 3,330.99
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	CASTRATIONS	\$ 160.00
	FOUR CORNERS M.A.S.H., LLC	CASTRATIONS	\$ 160.00
	FOUR CORNERS M.A.S.H., LLC	CASTRATION	\$ 176.00
	FOUR CORNERS M.A.S.H., LLC	CASTRATIONS	\$ 180.00
	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	NCSI	APPLICANT PROFILES	\$ 18.50
	SLAVENS TRUE VALUE	SINK STOPPER	\$ 1.81
		Total	\$ 741.31
Public Works	INTERMOUNTAIN FARMERS ASSOC.	GLOVES	\$ 33.12
	MONTEZUMA COUNTY LANDFILL	STREET MAINTENANCE	\$ 607.60
	NCSI	APPLICANT PROFILES	\$ 18.50
	4 STATES AGGREGATES, LLC	3/4 Road base - Gravel - \$15.80 per ton	\$ 2,923.56
	MONTEZUMA COUNTY LANDFILL	MATTRESS	\$ 51.00
	CORTEZ ELECTRIC	Material/Labor - Build panels for School Zone Light	\$ 852.86
		Total	\$ 4,486.64
Golf Course Maint	ATMOS ENERGY	GAS SERVICE	\$ 43.68
	SENERGY PETROLEUM	Dyed Diesel for Golf Course Maintenance	\$ 1,786.59
		Total	\$ 1,830.27
Parks	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	BRAVO CLEANING & RESTORATION	Blanket PO - Janitorial Services for the Outside Res	\$ 2,377.62
	BRAVO CLEANING & RESTORATION	Blanket PO - Trash Collection Service for the Parks	\$ 3,660.00
	SPRINKLER PROS	Blanket PO - Lawn Maintenance 3rd/4th St Pocket	\$ 685.00

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 13, 2023

Department	Vendor Name	Description	Amount
	SPRINKLER PROS	Blanket PO - Lawn Maintenance Brandon's Gate &	\$ 900.00
	ATMOS ENERGY	GAS SERVICE	\$ 37.00
	FERGUSON WATERWORKS #1116	WIRE CONN	\$ 187.26
	RENT ALL RENTALS	COMPACTOR RENTAL	\$ 55.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 23.46
	STOTZ EQUIPMENT	CHAINSAW REPAIR	\$ 213.56
		Total	\$ 8,183.90
Recreation	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 90.00
	NCSI	APPLICANT PROFILES	\$ 18.50
	NCSI	APPLICANT PROFILES	\$ 111.00
		Total	\$ 219.50
Planning & Building	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 114.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 114.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 133.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 73.71
		Total	\$ 434.71
Technology	RINGCENTRAL INC	Subscription - DigitalLine Unlimited - New Purchas	\$ 111.62
		Total	\$ 111.62
Rec Center	DRUG & ALCOHOL TESTING ASSOC	EMPLOYEE DRUG TESTING	\$ 45.00
	NCSI	APPLICANT PROFILES	\$ 37.00
	BALLANTINE COMMUNICATIONS	NEWSPAPER ADS/NOTICES	\$ 13.65
		Total	\$ 95.65
Water	POSTAL PROS, INC.	POSTAGE	\$ 712.49
	SAN JUAN BASIN HEALTH DEPT.	Blanket PO - Lab Testing for Bac-T's	\$ 350.00
	MONTEZUMA COUNTY HEALTH DEPAR	Hep A/Hep B Vaccine - Donovan Maloney	\$ 140.00
	VERIZON WIRELESS	CRADLE PORTS	\$ 160.18
	CHEMTRADE CHEMICALS US LLC	Blanket PO - Liquid Alum AL2	\$ 7,590.69
	CORTEZ COPY & PRINT	YELLOW DOOR HANGERS	\$ 285.50
	MOUNTAINLAND SUPPLY COMPANY	Ford F1-724-125 Repair clamps, 6.84 - 7.24 x 12.5	\$ 711.55
	MOUNTAINLAND SUPPLY COMPANY	Ford UFR1500-CA-6-I 6 inch MJ PVC C900 Restrain	\$ 753.60
	SOUTHWEST SIGNS & GRAPHICS	Graphic Rebuild Fee	\$ 50.00
	SOUTHWEST SIGNS & GRAPHICS	Dolores River Basin Watershed Signs, .080 48x36	\$ 3,205.33
		Total	\$ 13,959.34
Refuse	MONTEZUMA COUNTY LANDFILL	RECYCLE CREDIT	\$ (286.35)
	POSTAL PROS, INC.	POSTAGE	\$ 712.49
	MONTEZUMA COUNTY LANDFILL	Blanket PO - Landfill Charges	\$ 30,847.11
	FOUR CORNERS WELDING & GAS SUPP	Blanket PO - Refuse/Recycling Welding Supplies	\$ 65.90
	MONTEZUMA COUNTY LANDFILL	RECYCLE CHARGE	\$ (126.95)
		Total	\$ 31,212.20

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 13, 2023

Department	Vendor Name	Description	Amount
Total			\$ 82,074.78

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 20, 2023

Department	Vendor Name	Description	Amount
City Attorney	KELLY LAW PARTNERS, LLC	LEGAL SERVICES	\$ 225.00
	KELLY LAW PARTNERS, LLC	LEGAL SERVICES	\$ 3,380.00
		Total	\$ 3,605.00
Municipal Court	AMAZON CAPITAL SERVICES	TAPE, FILE ORGANIZER	\$ 76.13
		Total	\$ 76.13
Library	ATMOS ENERGY	GAS SERVICE	\$ 80.42
	HOME DEPOT PRO INSTITUTIONAL	REN06004-WB Hard Wound Paper Towel Roll - LB	\$ 62.06
	HOME DEPOT PRO INSTITUTIONAL	12024402 Tork Mini Jumbo Toilet Tissue - LB	\$ 89.74
	WESTERN PAPER DISTRIBUTORS	BSL-91045 Toilet Tissue - LB	\$ 39.34
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - LB	\$ 48.52
		Total	\$ 320.08
Building Maint	AMAZON CAPITAL SERVICES	UNAPPLIED PAYMENT	\$ (73.38)
		Total	\$ (73.38)
City Hall Operations	WESTERN PAPER DISTRIBUTORS	BSL-71027 Multifold Towels - CH	\$ 64.56
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - CH	\$ 97.04
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 135.46
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 459.96
	SPARKS PLUMBING	Service Call - Restroom toilets	\$ 110.00
		Total	\$ 867.02
Welcome Center	REDFIN JANITORIAL LLC	JANITORIAL SERVICE - OCT 2023	\$ 1,700.00
	WESTERN PAPER DISTRIBUTORS	BSL-91045 Toilet Tissue - WC	\$ 39.34
		Total	\$ 1,739.34
Police Department	AT&T MOBILITY	PHONES	\$ 184.57
	CIRSA	DELETION OF 2010 FORD EXPLORER	\$ (21.37)
	CIRSA	CHEV TAHOE	\$ 130.05
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 11.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 16.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 17.25
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 22.00

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 20, 2023

Department	Vendor Name	Description	Amount
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 22.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 27.50
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 30.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 33.00
	CRYSTAL BRITE LAUNDRY	Blanket PO for uniform cleaning services	\$ 33.00
	LORI MILLICH	PETTY CASH REIMB - PLASTIC FOR RANGE CONCR	\$ 57.69
	FOUR CORNERS MATERIALS	Concrete for shooting range	\$ 1,164.25
	AXIS HEALTH SYSTEM	Blanket Purchase Order for Jail Contract	\$ 350.00
	MANE SHIPPING LLC	SHIPPING SERVICE	\$ 18.16
	ATMOS ENERGY	GAS SERVICE	\$ 38.90
	AMAZON CAPITAL SERVICES	CREDIT MEMO	\$ (5.20)
	CUSTOM PRODUCTS CORPORATION	Custom Sign, 12x18, .080 Alum, 'PARK HOURS 6 A	\$ 72.28
	WESTERN PAPER DISTRIBUTORS	BSL-91045 Toilet Tissue - PD	\$ 39.34
	WESTERN PAPER DISTRIBUTORS	BSL-71027 Multifold Towels - PD	\$ 64.56
	WESTERN PAPER DISTRIBUTORS	BSL-91045 Toilet Tissue - CH	\$ 78.68
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - PD	\$ 97.04
		Total	\$ 2,651.70
Animal Shelter	ORKIN LLC	PEST CONTROL SERVICES	\$ 110.99
		Total	\$ 110.99
Public Works	CIRSA	ADD 2023 DULEVO 6000	\$ 526.43
		Total	\$ 526.43
Outdoor Pool	NICE ELECTRIC	OUTLETS AT THE OUTDOOR POOL	\$ 95.00
	NICE ELECTRIC	SPLASH PAD PUMP	\$ 476.90
		Total	\$ 571.90
Golf Pro	ORKIN LLC	Blanket PO - Pest Control Services - Pro Shop	\$ 109.99
		Total	\$ 109.99
Golf Course Maint	WESTERN PAPER DISTRIBUTORS	BSL-91045 Toilet Tissue - GC	\$ 39.34
	WESTERN PAPER DISTRIBUTORS	BSL-71027 Multifold Towels - GC	\$ 43.04
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - GC	\$ 48.52
		Total	\$ 130.90
Parks	CIRSA	ADD 2021 FORD F150	\$ 61.66
	MARK BOBLITT	CONSULTING SERVICES	\$ 1,450.00
	SOUTHWEST SIGNS & GRAPHICS	DENNY LAKE SIGNS	\$ 709.39
	AMAZON CAPITAL SERVICES	Mesabi Steel Toe Loggers Boot, 9.5, Kyle McCaw	\$ 164.95
	WEBB CHEVROLET BUICK OF CORTEZ	84817038 Mirror Assembly - Unit 511	\$ 339.40
		Total	\$ 2,725.40
Recreation	MONTEZUMA CORTEZ SCHOOL DIST.	TRIP TO FOZZIE FARM	\$ 66.30

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 20, 2023

Department	Vendor Name	Description	Amount
		Total	\$ 66.30
Shop	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 21.60
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 21.60
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 50.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 54.00
	FOUR STATES TIRE CO.	New tires for Unit 614	\$ 1,294.96
	GLOBAL MACHINERY	900-2930-75 Connect Jumper Harness	\$ 148.65
	GLOBAL MACHINERY	900-2930-74 BAN Tachometer for Chipper	\$ 702.30
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs	\$ 84.94
	O'REILLY AUTO PARTS	Blanket PO - Parts for Fleet Repairs and Supplies	\$ 176.22
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ (40.18)
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 5.87
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 6.70
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 7.98
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 8.04
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 11.21
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 12.30
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 13.38
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 20.24
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 26.59
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 27.29
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 36.54
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 40.18
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 56.75
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 58.04
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 63.79
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 176.79
	SENERGY PETROLEUM	Dyed diesel w/treatment for Parks	\$ 1,883.98
	SENERGY PETROLEUM	86E10 Unleaded Gas for Service Center	\$ 4,351.87
	ORKIN LLC	Blanket PO - Pest Control Services - Service Center	\$ 176.99
	ATMOS ENERGY	GAS SERVICE	\$ 89.27
	ATMOS ENERGY	GAS SERVICE	\$ 107.67
	ATMOS ENERGY	GAS SERVICE	\$ 126.41
	OFFICE DEPOT	201330 Universal Letter Openers, 2pk	\$ 4.78
	OFFICE DEPOT	308353 #1 Paper Clips, 10pk	\$ 10.30
	OFFICE DEPOT	790801 Pilot G2 Gel Pens, Blue, Dozen	\$ 10.35
	WESTERN PAPER DISTRIBUTORS	SCA-HB9201 Kitchen Roll Towels - SC	\$ 97.04
	OFFICE DEPOT	345645 Green Copy Paper, 8.5x11	\$ 6.47
	OFFICE DEPOT	345694 Ivory Copy Paper, 8.5x11	\$ 6.47
		Total	\$ 9,957.38
Technology	DESTINY SOFTWARE INC	AgendaQuick Hosted Services - 8/1/23 through 7/31/24	\$ 5,200.00
	INTELLICHOICE, INC.	Annual License and Support Fee - Eforce	\$ 5,223.30
	ZOHO CORPORATION	Maintenance/Support ManageEngine Endpoint Central	\$ 598.00

EXPENDITURE LIST FOR WEEK ENDING OCTOBER 20, 2023

Department	Vendor Name	Description	Amount
	ZOHO CORPORATION	Maintenance/Support ManageEngine Endpoint C	\$ 3,697.00
	INSIGHT PUBLIC SECTOR, INC.	65324113BC09A12 Adobe Acrobat Pro for Enterp	\$ 3,848.40
	CENTURYLINK	DID	\$ 4.11
	AMAZON CAPITAL SERVICES	UNAPPLIED PAYMENT	\$ (149.62)
	NEXT LEVEL HOME AUDIO & VIDEO IN	Audio, Video Streaming, Control Upgrade for Cou	\$ 43,347.03
		Total	\$ 61,768.22
Streets	TRAUTNER GEOTECH	Field Testing - Jarrett Street Improvements	\$ 739.50
	CHAVEZ CONSTRUCTION	2023 Concrete Cost Share - Curb & Gutter	\$ 6,866.12
	CHAVEZ CONSTRUCTION	2023 Concrete Cost Share - Cost-share Concrete	\$ 6,861.50
	CORTEZ COPY & PRINT	Yellow Door Hangers, 1000 each	\$ 142.75
	TRAUTNER GEOTECH	Blanket PO- Lab/Field Testing - Cedar Street Impr	\$ 318.75
		Total	\$ 14,928.62
Airport	AMAZON CAPITAL SERVICES	HOSE REEL, GLOVES, NUMBER DECALS	\$ 218.27
	PIONEER PRINTING	FLY IN BROCHURES	\$ 329.00
		Total	\$ 547.27
Rec Center	AMERICAN RED CROSS	LIFEGUARDING CLASS	\$ 42.00
	SYMMETRY ENERGY SOLUTIONS LLC	GAS SERVICE	\$ 3,305.63
	SOUTHWEST SIGNS & GRAPHICS	INSERTS	\$ 651.09
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 121.38
	WESTERN PAPER DISTRIBUTORS	CLEANING SUPPLIES	\$ 321.72
		Total	\$ 4,441.82
Water	ATMOS ENERGY	GAS SERVICE	\$ 301.02
	AT&T MOBILITY	IPADS	\$ 353.12
	FASTENAL COMPANY	0136170 Caution Blue Marking Paint	\$ 85.73
	FERGUSON WATERWORKS #1116	GT114 3/4 Rubber Meter Gasket"	\$ 66.60
	MOUNTAINLAND SUPPLY COMPANY	Ford FB1100-7-NL 2 inch Ballcorp MIP x PJ Stop	\$ 961.89
	MOUNTAINLAND SUPPLY COMPANY	Ford B44-777-NL 2 inch Ball Curb PJ/CTS	\$ 1,366.06
		Total	\$ 3,134.42
Refuse	CIRSA	FREIGHTLINER REFUSE TRUCK	\$ 479.32
	CORTEZ COPY & PRINT	Yellow Door Hangers, 1000 each	\$ 142.75
	BIG R/JOHN DEERE FINANCIAL	GLOVES	\$ 33.98
	FOUR CORNERS WELDING & GAS SUP	Blanket PO - Refuse/Recycling Welding Supplies	\$ 19.23
	AMAZON CAPITAL SERVICES	660130001 Rugged Made Control Valve Handle K	\$ 62.64
	FASTENAL COMPANY	Master Lock 3KA-3381 Keyed Alike Padlock	\$ 263.28
		Total	\$ 1,001.20
Total			\$ 109,206.73



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: 10/16/2023

RE: Approval of a Transfer of Ownership application for Four Corners Brewing, LLC, DBA Main Street Brewery and Restaurant, located at 21 East Main Street, Cortez.

Attachments

Main Street Brewery- Transfer



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

10/16/2023

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: APPLICATION FOR A TRANSFER OF OWNERSHIP FOR FOUR CORNERS
BREWING, LLC, DBA MAIN STREET BREWERY AND RESTAURANT,
LOCATED AT 21 EAST MAIN STREET, CORTEZ

BACKGROUND

The application for a Transfer of Ownership for a Brew Pub Liquor License was recently completed for Four Corners Brewing, LLC, DBA Main Street Brewery and Restaurant. The application is being transferred from Four Corners Brewing, LLC. (Janet Woods) to Four Corners Brewery, Inc. (Branden and Jolynn Miller). Transfer of Ownership application is available for view in the City Clerk's Office.

ISSUES

When a request is made for a Transfer of Ownership, licensing authorities are to consider only the requirements of C.R.S. 2022, 44-3-303, which refers to the character of the licensee. Individual History records were completed on Branden and Jolynn Miller.

As per Section 44-3-303(d) the local licensing authorities may cause a hearing to be held on the application for Transfer of Ownership; however, the local licensing authority may approve the Transfer of Ownership without a hearing.

RECOMMENDATION

Staff recommends approval of the Transfer of Ownership of a Brew Pub Liquor License for Four Corners Brewery, Inc. (Branden and Jolynn Miller), located at 21 East Main Street without a public hearing.



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: October 11, 2023

RE: Greenlight A Vet Proclamation

Attachments

Green Light A Vet Proclamation

PROCLAMATION
In Recognition of
GREENLIGHT A VET

- WHEREAS: Green is a color of hope, renewal and well being; and,
- WHEREAS: 'Greenlight' is also a term commonly used to activate forward movement; and,
- WHEREAS: The simple action of changing one light to green is intended to spark a national conversation regarding the recognition of veterans, and 'greenlight' them forward as valued members of our communities; and,
- WHEREAS: America's veterans are some of our nation's bravest, hardest-working men and women; and,
- WHEREAS: It is hard to show our veterans the appreciation they deserve when, back home and out of uniform; they are more camouflaged than ever.

Let us honor our veterans for an entire month rather than Veteran's Day alone by changing one light to green in a visible location – on your porch, your home, or at your office and keep it glowing every day during the month of November as a symbol of appreciation and support for our veterans.

NOW, therefore, I, Arline Yazzie, Mayor Pro-tem of the City of Cortez, do hereby proclaim November of each year to be the month for the residents of Cortez to unite to **GREENLIGHT A VET**.

Witness my hand this 24th day of October, 2023.



Arline Yazzie, Mayor Pro-tem



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: 10/12/2023

RE: Resolution No. 24, Series 2023

DISCUSSION

2474 Patterson Road, LLC, (the "Applicant") is requesting approval of a site plan to construct a new 3,456 sq. ft. office building on what is currently platted as 3 separate lots located at TBD N. Sligo St. (estimated to be 60 and 72 N. Sligo St.), Cortez CO. although the final addresses will not be assigned until a building permit is submitted.

BACKGROUND

The project as submitted appears to meet all development standards with several exceptions which the Applicant has since addressed.

FISCAL IMPACT

Not reviewed

RECOMMENDATION

Staff and the Planning and Zoning Commission recommend that Council approve the application for the site development plan, and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

MOTION

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

I move that the Cortez City Council approve Resolution No. 24, Series 2023, a resolution approving the site development plan for a new office building on property located at TBD N. Sligo St.(estimated to be 60 and 72 N. Sligo St.), Cortez Colorado, in the Commercial Highway (C) zone, with the conditions as stated in the Resolution.

Attachments

Staff Report
Resolution No. 24, Series 2023
Resolution No. 15, Series 2023
Documentation



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

Meeting Date: October 24, 2023
Project No. LU23-0007

MEMO

TO: Members of the Cortez City Council

FROM: Nancy Dosdall, Contract City Planner

SUBJECT: Public Hearing on an Application for a site plan for a 3,456 sq. ft. office building to be located on property at (60 and 72 guess) TBD N. Sligo St., Cortez CO (the “Property”), zoned Commercial Highway.

APPLICANT: 2474 Patterson Road, LLC

OWNER: 2474 Patterson Road, LLC

ATTACHMENTS: City Council Resolution No. 24, Series 2023
P&Z Resolution No. 15, Series 2023
Plan Set including: Civil Site Plans
Landscape Plans
Floor Plans
Architectural Elevations

BACKGROUND

2474 Patterson Road, LLC, (the “Applicant”) is proposing a site plan to construct a new 3,456 sq. ft. office building on what is currently platted as 3 separate lots located at (60 and 72 guess) TBD N. Sligo St., although the final addresses will not be assigned until a building permit is submitted. The Applicant will be required to submit a plat amendment to combine all lots into one. If approved, the new lot will total .53 acres. The Property is currently vacant. The Property is zoned Commercial Highway (C).

The Property is bounded on all sides by commercially zoned properties.

DEVELOPMENT STANDARDS

Development Standard	C Zone Requirement	Proposed
Min. lot area (sq. ft.)	3,000	26,217 sq. ft. (after consolidation)
Min. front yard (ft.)	10'	40' approx
Min. side yard (ft)	0'	64' approx
Min. rear yard (ft)	7'	16' approx
Max. lot coverage	50%	13%
Min. floor area	n/a	n/a
Max height (ft)	50'	24'8"
Parking	20 spaces	24 spaces
Landscaping	10% or 2,622 sq. ft.	10.6%

ISSUES

The purpose of the site plan review is to ensure compliance with all regulations and to protect the public health, safety and welfare, to promote balanced growth, to ensure adequate provision of public services and facilities and to guide the character of the city. Section 6-14.12 (f) of the Land Use Code ("LUC") states:

The Planning Commission in its consideration shall use the standards set forth in Chapter 5 of this code and shall include paving and layout of streets, alleys and sidewalks, means of ingress and egress, provisions for drainage, parking spaces, areas designated for landscaping, and other aspects deemed by the planning commission necessary to consider in the interest of promoting the public health, safety, order, convenience, prosperity and general welfare.

DISCUSSION

The project as submitted appears to meet all development standards with the following exceptions:

Sidewalks (LUC 5.03):

All new development must construct sidewalks to ensure pedestrian access. The proposed location between residential and commercial areas and near parks and schools makes pedestrian safety a significant concern in this area. A 5-foot sidewalk is required.

Drainage:

See City Engineer comments, the site rises steeply from Sligo and significant paved area is proposed. The applicants will need to address drainage to the satisfaction of the City.

Landscaping (LUC 5.05)

As submitted, the proposed site plan fails to meet the required 10% landscaped area requirements. Although the submitted site plan shows a total of 10.6% landscaped area, this appears to be counting landscaping proposed in the ROW and granite mulch area with weed barrier. Staff calculates that an additional 777 sq. ft. of landscaped area (trees, shrubs and groundcover) is required. The Property

appears to have room to add landscaped area either adjacent to the building or in the parking area. 4 excess parking spaces have been proposed which could also be an opportunity to add landscaped area. Additionally, removing pavement and adding landscaping may assist with the drainage concerns as expressed by the City Engineer.

Comments below and suggested conditions 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)

- This site plan looks OK however it's approval would need to be contingent upon the consolidation of Lots 17 and 18 of Block 5, Henry Subdivision and Lot 19A of Henry Sub, Lots 9-10, 19-20, BL 5 Amended
- As indicated on City and County Records 60 and 72 N Sligo St. is a GUESS address on a vacant lot and should not be used in this application. An address will be assigned once a building permit is issued.

Cortez City Engineer (Kevin Kissler)

They will need to submit a drainage plan that meets CDPHE requirements. Their site plan appears only to show how water will be drained off the property through a concrete flume on the NW corner and the entrance drive on the SW corner. They need to show drainage calculations for the 25 year, 24 hour storm intensity and show retention and infiltration of that volume that matches pre-existing undisturbed infiltration rates.

EXISTING AND PROPOSED DRAINAGE & GRADING PLAN ADDED TO THE SET. DRAINAGE CALCULATIONS SHOWN ON PLANS. RETENTION AND INFILTRATION IS NOT BEING PROPOSED BECAUSE THE SITE IS LESS THAN 1 ACRE AND EURV IS LESS THAN 0.1 ACRE- FEET

They will need a 5' ADA compliant sidewalk across the west side of their property, this will need ADA compliant curb ramps at their driveway entrance. They will also need to install a minimum 5' wide ADA traversable concrete gutter pan across their driveway to catch the flow they are sending down it. The maximum cross slope of that sidewalk and gutter pan is 2% per new construction ADA requirements.

ADA COMPLIANT SIDEWALK, CURB RAMPS, AND GUTTER PAN ADDED TO THE WEST SIDE OF THE PROPERTY. HOWEVER, THE DISTANCE FROM THE EXISTING TOP BACK OF CURB ALONG N SLIGO ST TO THE PROPERTY LINE IS +/- 4.5'. RATHER THAN HAVING THE SIDEWALK ENCROACH 6" INTO THE PROPERTY, WE ARE PROPOSING A 4.5' WIDE SIDEWALK WITH THE BACK OF SIDEWALK ALONG THE PROPERTY LINE.

With that said, I'm concerned about scour in that gutter pan since the driveway is 12%. There are multiple options they could explore, such as a concrete driveway with perpendicular grooves or some other means to slow down that drainage water to 5 fps or less.

ADDRESSED. ADDED A CONCRETE DRIVEWAY WITH CALLOUT FOR PERPENDICULAR GROOVED FINISH.

Cortez Sanitation District (Jim Webb)

The Sanitation District has no issues with this proposal

Cortez Department of Parks and Recreation (Creighton Wright)

I have no comments.

ALTERNATIVES

1. The Commission can recommend that the Council approve application for the site development plan for the proposed office building on property located at (60 and 72 guess) TBD N. Sligo St., Cortez, Colorado, in the Commercial (C) zone; or
2. The Commission can recommend denial of the application for the site development plan and state its reasons; or
3. The Commission can ask for more information and table the application, or continue the application to a date certain; or
4. The Commission can recommend that Council approve the application for the site development plan, and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

PLANNING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends that the Cortez City Council approve Resolution No. 24, Series 2023, a resolution approving the site development plan for a new office building on property located at (60 and 72 guess) TBD N. Sligo, Cortez, Colorado, in the Commercial Highway (C) zone, 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. 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, revised as required by the City Engineer shall be 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. A drainage report meeting CDPHE requirements shall be submitted and approved by the City Engineer prior to issuance of a building permit for the property.
4. The landscaping plan shall be revised to meet minimum code standards. 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.
5. The plat amendment consolidating the lots shall be approved and recorded prior to issuance of a building permit for the property.

STAFF RECOMMENDATION

If the City Council choose to follow the recommendation of the staff and Planning and Zoning Commission, a possible motion would be: **I move that the Cortez City Council approve Resolution No. 24, Series 2023, a resolution approving the site development plan for a new office building on property located at (60 and 72 guess) TBD N. Sligo, Cortez, Colorado, in the Commercial Highway (C) zone, 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. 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, revised as required by the City Engineer shall be 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.
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5. The plat amendment consolidating the lots shall be approved and recorded prior to issuance of a building permit for the property.

**CITY OF CORTEZ
RESOLUTION NO. 24, SERIES 2023**

**A RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
CONSTRUCTION OF AN OFFICE BUILDING
LOCATED AT TBD N. SLIGO ST., CORTEZ, COLORADO, IN THE COMMERCIAL
HIGHWAY (C) ZONING DISTRICT**

WHEREAS, the owner/applicant 2474 Patterson Road, LLC (the “Owner/applicant”) has applied for review of a site development plan for establishment of a new office building to be located on property at TBD N. Sligo St., Cortez, Colorado (the “Property”) and more particularly described as:

Lot 17 and Lot 18, Block 5, Henry Subdivision, and Lot 19A of the Henry Subdivision, Lots 9-10, 19-10 Amended.

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 Highway (C) Zoning District; and

WHEREAS, the Planning and Zoning Commission reviewed the site plan for an office building for the Property and is recommending approval of the site plan, as evidenced in the adoption of P&Z Resolution No. 15, Series 2023; and

WHEREAS, based on the evidence and testimony presented at its September 5, 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 the Property have been or can be met.

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

THAT, this Resolution No. 24, Series 2023, establishes conditions of approval for the site plan on the Property; and

THAT, the site plan and full application for the Property are hereby approved, subject to the following conditions to ensure compliance with the standards in the Cortez 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, revised as required by the City Engineer shall be 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. A drainage report meeting CDPHE requirements shall be submitted and approved by the City Engineer prior to issuance of a building permit for the Property.
 4. The landscaping plan shall be revised to meet minimum code standards. 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.
 5. The plat amendment consolidating the lots 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 24th DAY OF OCTOBER, 2023

CORTEZ CITY COUNCIL

Arlena Yazzie, Mayor Pro-Tem

ATTEST:

Linda L. Smith, City Clerk

**CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 15, SERIES 2023**

**A Resolution Recommending Approval of a Site Development Plan for an Office Building,
submitted by 2474 Patterson Road, LLC. Located at TBD N. Sligo St., Cortez, Colorado, in
the Commercial (C) Zoning District**

WHEREAS, 2474 Patterson Road., LLC. (the“Owner/applicant”) has applied for review of a site development plan for establishment of a new office building to be located on property at TBD N. Sligo St., Cortez, Colorado (the “Property”) and more particularly described as:

Lot 17 and Lot 18, Block 5, Henry Subdivision, and Lot 19A of the Henry Subdivision, Lots 9-10, 19-20 Amended.

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 an office building for the Property and is recommending approval of the site plan, as evidenced in the adoption of P&Z Resolution No. 15, Series 2023; and

WHEREAS, based on the evidence and testimony presented at its September 5, 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 the Property have been or can be met.

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

THAT, this P&Z Resolution No. 15, 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 the Cortez City Council for approval, subject to the following conditions to ensure compliance with the standards in the Cortez 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, revised as required by the City Engineer shall be 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. A drainage report meeting CDPHE requirements shall be submitted and approved by the City Engineer prior to issuance of a building permit for the Property.
4. The landscaping plan shall be revised to meet minimum code standards. 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.
5. The plat amendment consolidating the lots 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 5th DAY OF SEPTEMBER, 2023

CORTEZ PLANNING AND ZONING COMMISSION



Robert Rime, Chairman

ATTEST:


Cheryl Lindquist, Deputy City Clerk

SITE PLANS
(Land Use Code Section 6.14)

Contractor's Name: TBD

Phone/Fax: TBD

Owner's Name: 2474 PATTERSON ROAD, LLC

Phone/Fax: 970-241-6100

Address: TBD

Zone District: COMMERCIAL

HIGHWAY

Legal Description (Lot & Block): LOTS 17, 18, 19A BLOCK 5 HENRY SUB

Existing Use: COMMERCIAL HIGHWAY

Proposed Use: COMMERCIAL HIGHWAY

Lot Dimensions: 142' x 183.79' Proposed GFA(Gross Floor Area): 5,878 SF

Application Requirements

X 3 copies of site plan drawn to scale, titled "Preliminary Site Plan"

X Scale and north point indicated

X Name of street on drawing: N SLIGO ST

X Fees _____

X Site plan shall contain, but not limited to:

- ☒ Drives, streets, and rights-of-way
- ☒ Easements
- ☒ Location and dimensions of structures and signs
- ☒ Typical elevations of such buildings
- ☒ Access ways, including points of ingress, egress
- ☒ Parking, loading, and refuse areas
- ☒ Common open space
- ☒ Landscaping and open spaces
- ☒ Topography
- ☒ Specific areas proposed for specific types of land use
- ☒ Lots or plots
- ☒ Area proposed for dedication
- ☒ Parks and parkways N/A
- ☒ School sites N/A
- ☒ Wetlands N/A

- ☒ Narrative describing the proposed development, Lot, Block and subdivision description, and name(s), address and phone number of the property owner(s) must be attached to the plat
- ☒ A copy of the warranty deed and title commitment current within thirty days of submittal.
- ☒ Five copies of the drainage plan.
- ☒ Five copies of the landscape plan.
- ☒ Five copies of building elevations of all sides to include rooftop mechanical structures and showing screening of rooftop mechanical devices.
- ☒ Surface and subsurface soils report.
- ☒ Additional copies may be requested for the referral process
- ☐ Certification of notification of mineral estate owners as described in Section 6.04 (b)(19).

Review Procedures/Approval Requirements

_____ Site plan submittal, narrative, fees, and application form

_____ PN in paper 15 days prior to **P&Z** meeting on _____

Action of **P&Z**: _____

_____ PN in paper 15 days prior to **Council** meeting on _____

Action of **Council**: _____

_____ Certificate of Occupancy, provided that:

- ☐ Landscaping requirements met
- ☐ Drainage plan approved by City Engineer
- ☐ Parking lot and drainage facilities are in
- ☐ Fire flow/prevention approved by Cortez Fire District
- ☐ Other requirements are met by agencies and Building Official



Petition Letter
Major Mortgage
3222 F Road, Cortez, CO

June 15, 2023
City of Cortez Planning

1. General Explanation

1.1. Location

1.1.1. This project is located in Lots 17, 18, 19A N Sligo St, Cortez CO 81321

1.1.2. Parcel Number: 5611-251-16-017

Cortez Zoning: C

1.2. Existing buildings

1.2.1. There are no existing buildings on the property.

1.3. Proposed building

1.3.1. All three lots to be combined into one. One new building will be added as part of the construction that will be a 5,878 square foot, 2 story wood framed office building. Normal office hours of 8:00 am -5:00pm. Approximately 4 employees.

1.4. Land use Existing/Proposed

1.4.1. Proposed: Drive through coffee shop.

1.5. Surrounding land usage

1.5.1. Surrounding Properties: all surrounding properties at also commercial use.

1.6. Nonconforming situation

1.6.1. No known nonconforming situations.

2. Land Use

2.1. The land will be used to operate a mortgage company.

3. Building Sizes

3.1. Area: 5,878 sq ft

3.2. Height: 26'-0"

4. Parking

4.1. Cars: 26 Parking Spaces (1 Handicap)

5. Traffic Circulation

5.1. Traffic will enter and exit from Sligo St. Circulating counter clockwise through the property.

6. Landscaping

6.1. Landscaping as shown in application with design done by Rob Breeden to meet the code required landscaping.

7. Outdoor storage

7.1. Trash collection: there will be one trash enclosure on site near the parking spots in the north-east corner. The detail has been submitted as part of this application.

8. Signs

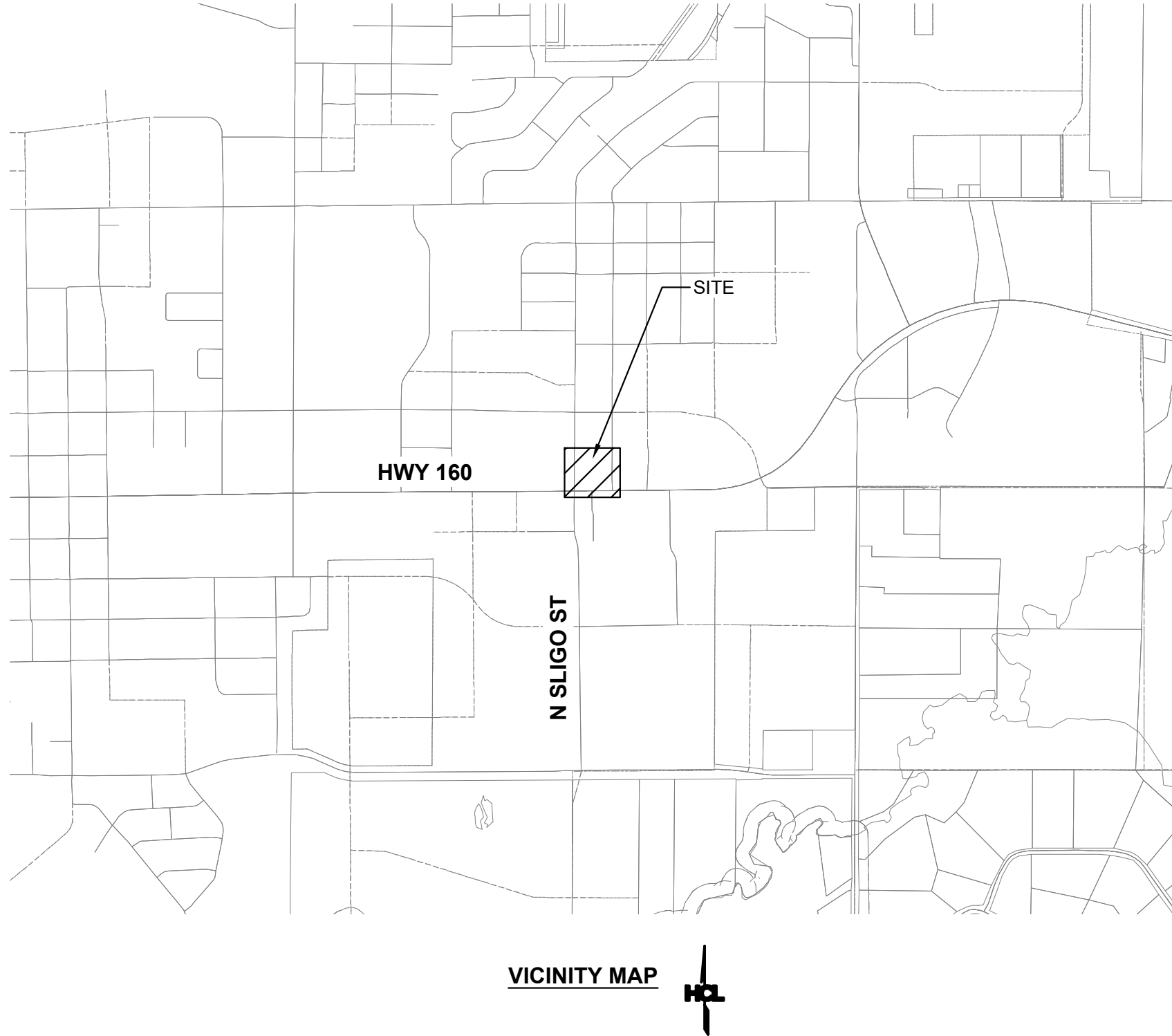
8.1. Sign permit will be obtained.

2023-10-06 2:53pm By: zbear
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MAJOR MORTGAGE PRELIMINARY SITE PLAN

LOTS 17, 18, 19A N SLIGO ST.
CORTEZ, CO

ZONING	C - COMMERCIAL HIGHWAY	
USE OF PROPOSED ADDITION	RETAIL USE - OFFICE	
GENERAL ZONE LOT INFORMATION	SQ. FT.	ACRES
GROSS ZONE LOT AREA	26,218	0.60
GROSS PROJECT AREA (LIMIT OF WORK PORTION OF GROSS ZONE LOT)	26,218	0.60
AREA TO BE DEEDED FOR ADDITIONAL RIGHT-OF-WAY	N/A	N/A
NET PROJECT AREA (AFTER DEEDING OF ANY NEEDED PUBLIC RIGHT-OF-WAY)	26,218	0.60
PRIMARY AND SIDE STREET DESIGNATIONS	PRIMARY: N SLIGO ST SIDE: N/A	
GROSS FLOOR AREA FOR EACH USE	BUILDING 1 (MAJOR MORTGAGE) - OFFICE: 3,456 SF	
DESIGN ELEMENTS	REQUIRED	PROVIDED
BUILDING HEIGHT, STORIES (MIN/MAX)	2 STORIES MAX	2 STORIES
BUILDING HEIGHT, FEET (MIN/MAX)	50' MAX	24' - 8"
SETBACKS (PRIMARY STREET, SIDE, REAR)	10' MIN	10' MIN
PARKING	REQUIRED (MIN/MAX)	PROVIDED
STANDARD SPACES	1/300 SF GFA = 20	22
COMPACT SPACES	MAX 10% (29) = 2	0
ACCESSIBLE	1	1
TOTAL PARKING SPACES	21	23
BICYCLE SPACES	0	0
LOADING SPACES	0	0



PROJECT DESCRIPTION

WORK TO INCLUDE THE DEVELOPMENT OF A 0.60 ACRE SITE WITH A 3,456 SF BUILDING AND CORRESPONDING PARKING AND DRIVEWAY ACCESS. PROPOSED SITE ADDRESS: 72 N SLIGO ST. CORTEZ, CO 81321

SHEET

C0.0
C1.0
C2.0
C3.0
C4.0
C5.0
C6.0
C7.0

SHEET LIST TABLE

SHEET TITLE
COVER SHEET
EXISTING SITE PLAN
OVERALL SITE PLAN
EXISTING DRAINAGE & GRADING PLAN
OVERALL DRAINAGE & GRADING PLAN
OVERALL UTILITY PLAN
EROSION CONTROL PLAN
CROSS SECTIONS

CONTACTS

OWNER:
MAJOR MORTGAGE
2474 PATTERSON RD SUITE #200
GRAND JUNCTION, CO 81505
PHONE: 970-241-6100

CIVIL ENGINEER:
HCL ENGINEERING & SURVEYING
5975 S. QUEBEC ST., SUITE 200
CENTENNIAL, CO 80111
PHONE: 303.773.1605
CONTACT: LLOYD HERRERA, P.E.

MECHANICAL & PLUMBING ENGINEER:
BIGHORN CONSULTING ENGINEERS
386 INDIAN ROAD
GRAND JUNCTION, CO 81501
PHONE: 970.241.8709

ARCHITECT:
KRAAI DESIGN ARCHITECTURE
417 MONUMENT RD., SUITE 7
GRAND JUNCTION, CO 81507
PHONE: 970.712.5045

GOVERNMENT:
THE CITY OF CORTEZ
PLANNING AND BUILDING
123 ROGER SMITH AVE.
CORTEZ, CO 81321
PHONE: 970.565.3402

STRUCTURAL ENGINEER:
LINDAUER DUNN INC.
802 ROOD AVE
GRAND JUNCTION, CO
PHONE: 970.241.0900

SURVEYOR:
HUDDLESTON LAND SURVEYING
CORTEZ, CO 81321
PHONE: 970.565.3330

REVISIONS

#	DATE
1	
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5	

PROJECT: MAJOR MORTGAGE

DRAWING: COVER SHEET

CLIENT: MAJOR MORTGAGE

DESIGNED BY:

HORIZ:

SCALE:

VERT:

DATE:

DRAWN BY: ZEB

CHECKED BY: BUG

DEVELOPED BY:

HCL ENGINEERING & SURVEYING, L.L.C.

5975 S. QUEBEC ST., SUITE 200

CENTENNIAL, CO 80111

PHONE: 303.773.1605

FAX: 303.773.3297

WWW.HCLENGINEERING.COM



SHEET NUMBER

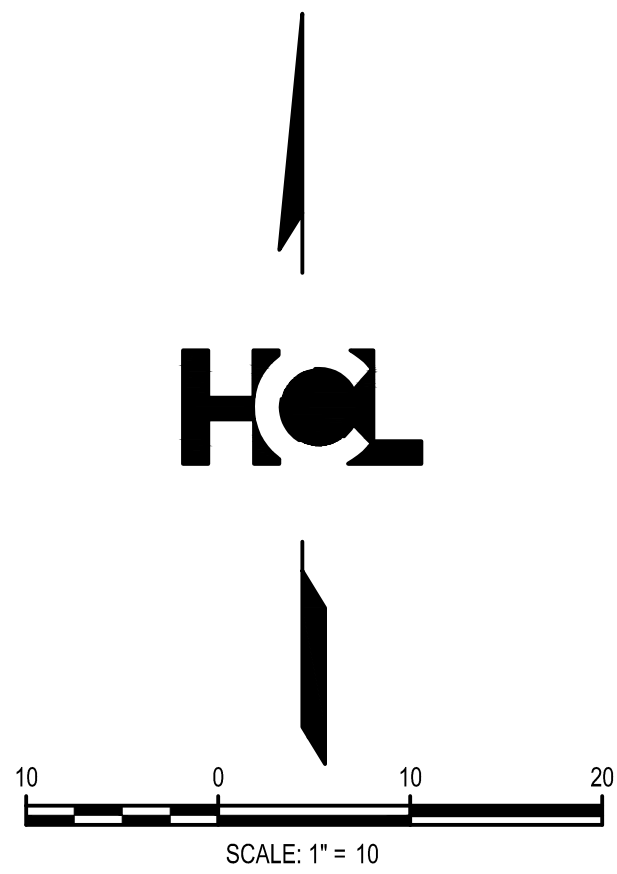
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PROJECT NO.

2023-10-06 1:47pm By: zbear
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FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(or 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.uncc.org



LEGEND

- BOUNDARY LINE
- - - - - ZONE LOT LINE
- - - - - EXISTING FLOW LINE

GENERAL NOTES

- EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE SITE SURVEY "MAJOR MORTGAGE TOPO SURVEY" BY HUDDLESTON LAND SURVEYING. HCL MAKES NO WARRANTY TO THE ACCURACY OF THE SURVEY INFORMATION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND BOUNDARY INFORMATION PRIOR TO CONSTRUCTION
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR RESULTING FROM THE CONTRACTOR'S FAILURE TO LOCATE AND PROTECT ALL EXISTING UNDERGROUND UTILITIES.



REVISIONS	
#	DATE
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PROJECT: MAJOR MORTGAGE	
DRAWING: EXISTING SITE PLAN	
CLIENT: MAJOR MORTGAGE	
DESIGNED BY:	SCALE: 1" = 10' HORIZ. VER: DATE:
DRAWN BY: ZEB	
CHECKED BY: BUG	

DEVELOPED BY:
HCL ENGINEERING & SURVEYING, L.L.C.
1000 SOUTH BROAD ST, SUITE 200
CENTENNIAL, CO 80111
PHONE: 303.773.1805
FAX: 303.773.3297
WWW.HCLENGINEERING.COM



ENGINEERS • SURVEYORS • ARCHITECTS

SHEET NUMBER

C1.0

PROJECT NO.

2023-10-06 1:47pm By: zbecor
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LEGEND

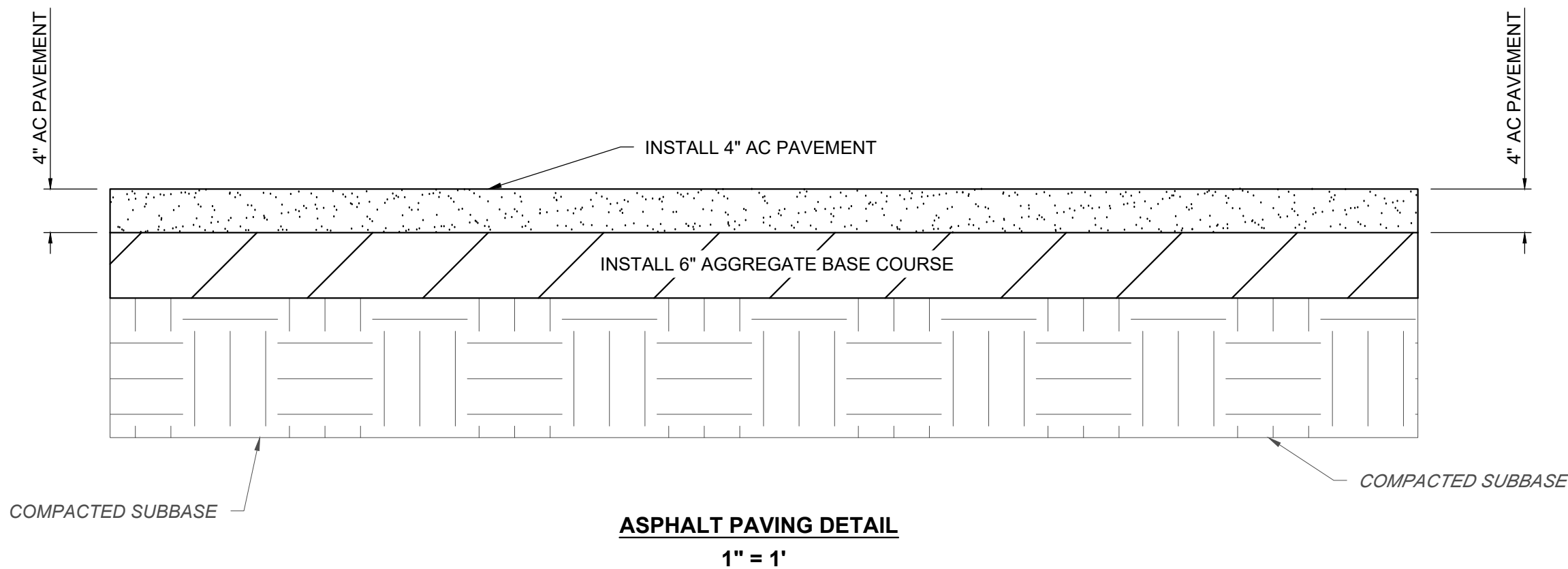
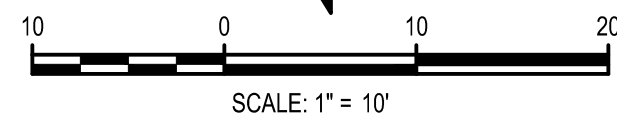
- BOUNDARY LINE
- ZONE LOT LINE
- PROPOSED FLOW LINE
- EXISTING FLOW LINE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL LANDSCAPE
- PARKING STALL COUNT

NOTES:

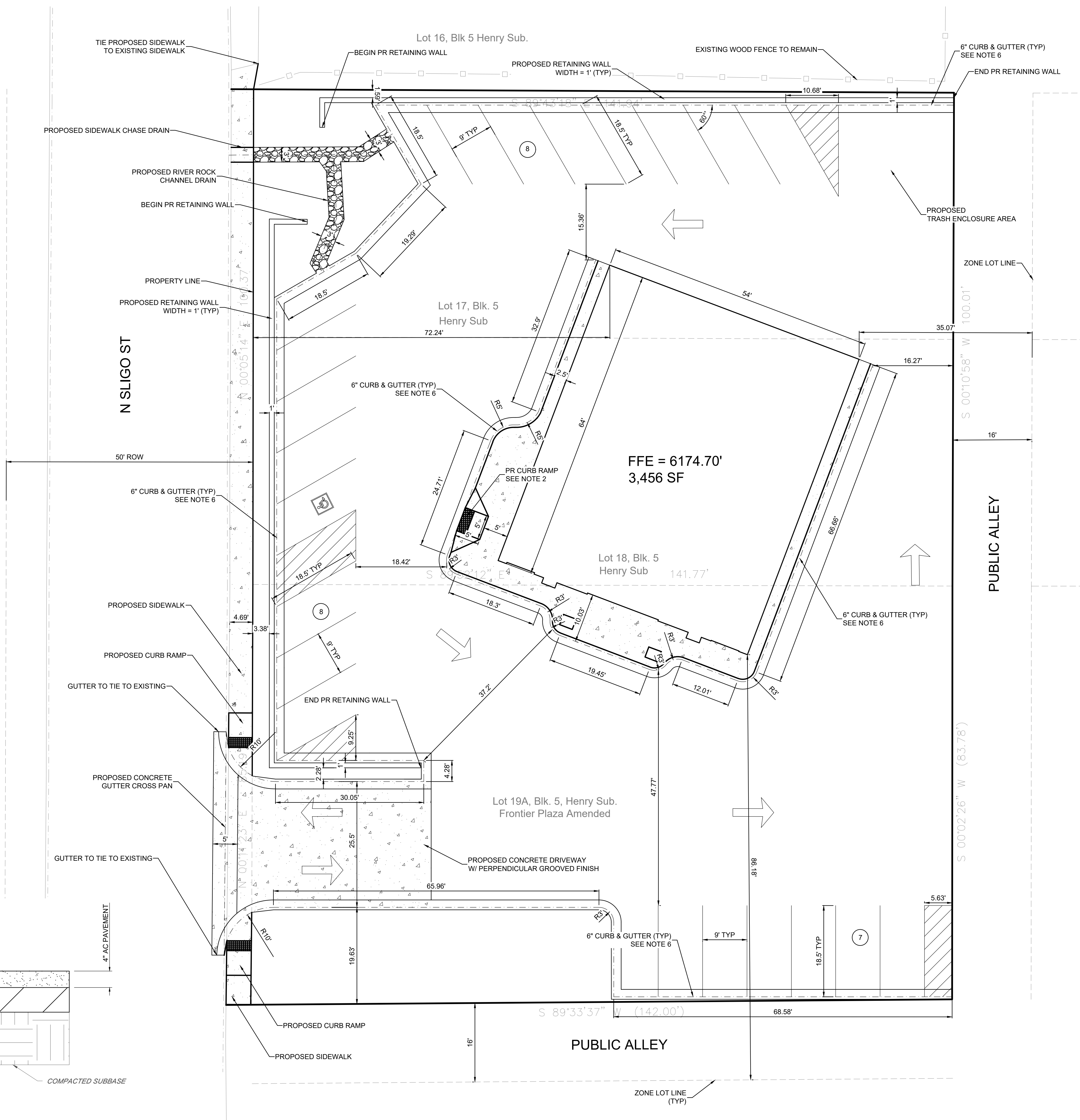
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- THE CONTRACTOR SHALL INSTALL ALL SIDEWALK, HANDRAILS, STAIRS, CURB RAMPS, AND RAMPS IN CONFORMANCE WITH AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS, AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARDS, AND ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL REGULATIONS.
- ADA-COMPLIANT DETECTABLE WARNING IS REQUIRED WHERE ALL SIDEWALKS INTERSECT CURB LINES.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION EROSION AND SEDIMENT CONTROL CONFORMING TO ALL STATE AND LOCAL STANDARDS.
- ANY AREA OUTSIDE THE LIMIT OF PROPOSED WORK THAT IS DISTURBED OR DAMAGED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO THE OWNER.
- CURB & GUTTER DETAIL PER CITY OF CORTEZ CONSTRUCTION DESIGN STANDARDS AND SPECIFICATIONS
- CONTRACTOR TO REFER TO PROJECT GEOTECHNICAL REPORT FOR COMPLETE PAVEMENT DESIGN AND SUBGRADE PREPARATION

GENERAL NOTE

EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE SITE SURVEY "MAJOR MORTGAGE TOPO SURVEY" BY HUDDLESTON LAND SURVEYING. HCL MAKES NO WARRANTY TO THE ACCURACY OF THE SURVEY INFORMATION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND BOUNDARY INFORMATION PRIOR TO CONSTRUCTION



ASPHALT PAVING DETAIL
1" = 1'



REVISIONS				
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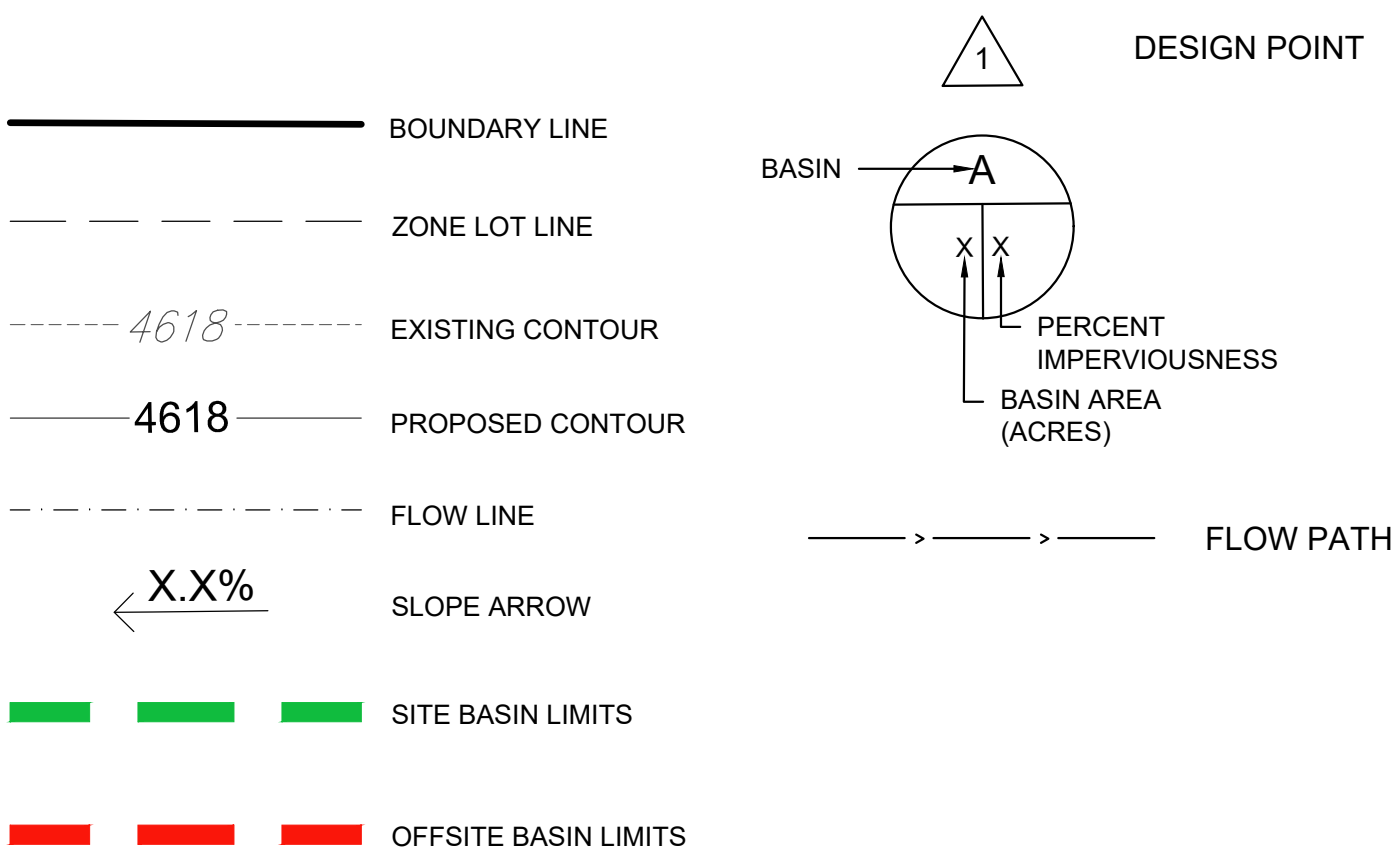
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CLIENT: MAJOR MORTGAGE		DESIGNED BY: ZEB	
DRAWN BY: ZEB		CHECKED BY: BUG	
SCALE: 1" = 10'		DATE:	

DEVELOPED BY:	HCL ENGINEERING & SURVEYING, L.L.C.
DESIGNED BY:	ZEB
DRAWN BY:	ZEB
CHECKED BY:	BUG

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PROJECT NO.	

2023-10-06 2:56pm By: zbecar
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LEGEND



ABBREVIATIONS

- HP HIGH POINT
LP LOW POINT
FL FLOW LINE
FG FINISH GRADE
FFE FINISH FLOOR ELEVATION
BOW BOTTOM OF WALL
TBC TOP BACK OF CURB

DRAINAGE NOTES:

SOIL CLASS: C/D
SOIL TYPE: SAND, CLAYEY (SC)
EXISTING SITE (BASIN EX-A) ACREAGE: 0.62
OFFSITE DRAINAGE BASIN B (DOODAD STORAGE) ACREAGE: 0.69 ACRES
EXISTING SITE: BARREN - FLAT/ROLLING TERRAIN. RUNOFF COEFFICIENT = 0.50. IMPERVIOUSNESS (IMP) = 0%
OFFSITE DRAINAGE BASIN A: PAVED PARKING LOT. RUNOFF COEFFICIENT = 0.90. IMPERVIOUSNESS = 95%
25 YEAR 24-HOUR STORM EXISTING SITE RUNOFF = 3.1 CFS
25 YEAR 24-HOUR STORM OFFSITE BASIN B RUNOFF = 5.9 CFS
100 YEAR 24-HOUR STORM EXISTING SITE RUNOFF = 3.7 CFS
100 YEAR 24-HOUR STORM OFFSITE BASIN B RUNOFF = 7.1 CFS
WETLAND AREA: NO
FLOODPLAIN AREA: NO
AREA OF DISTURBANCE: 0.62 ACRES

*RUNOFF FLOW CALCULATIONS BASED ON RUNOFF COEFFICIENTS AND RAINFALL DEPTH VALUES FROM TABLE 5.2 AND TABLE 5.3 OF 2009 CITY OF CORTEZ CONSTRUCTION DESIGN STANDARDS AND SPECIFICATIONS

DESIGN POINT 3:
CONTRIBUTING SITE AREA = 0.62 ACRES
CONTRIBUTING OFFSITE BASIN B AREA = 0.69
25 YEAR 24 HOUR STORM EXISTING RUNOFF AT DESIGN POINT 3 = 9.4 CFS

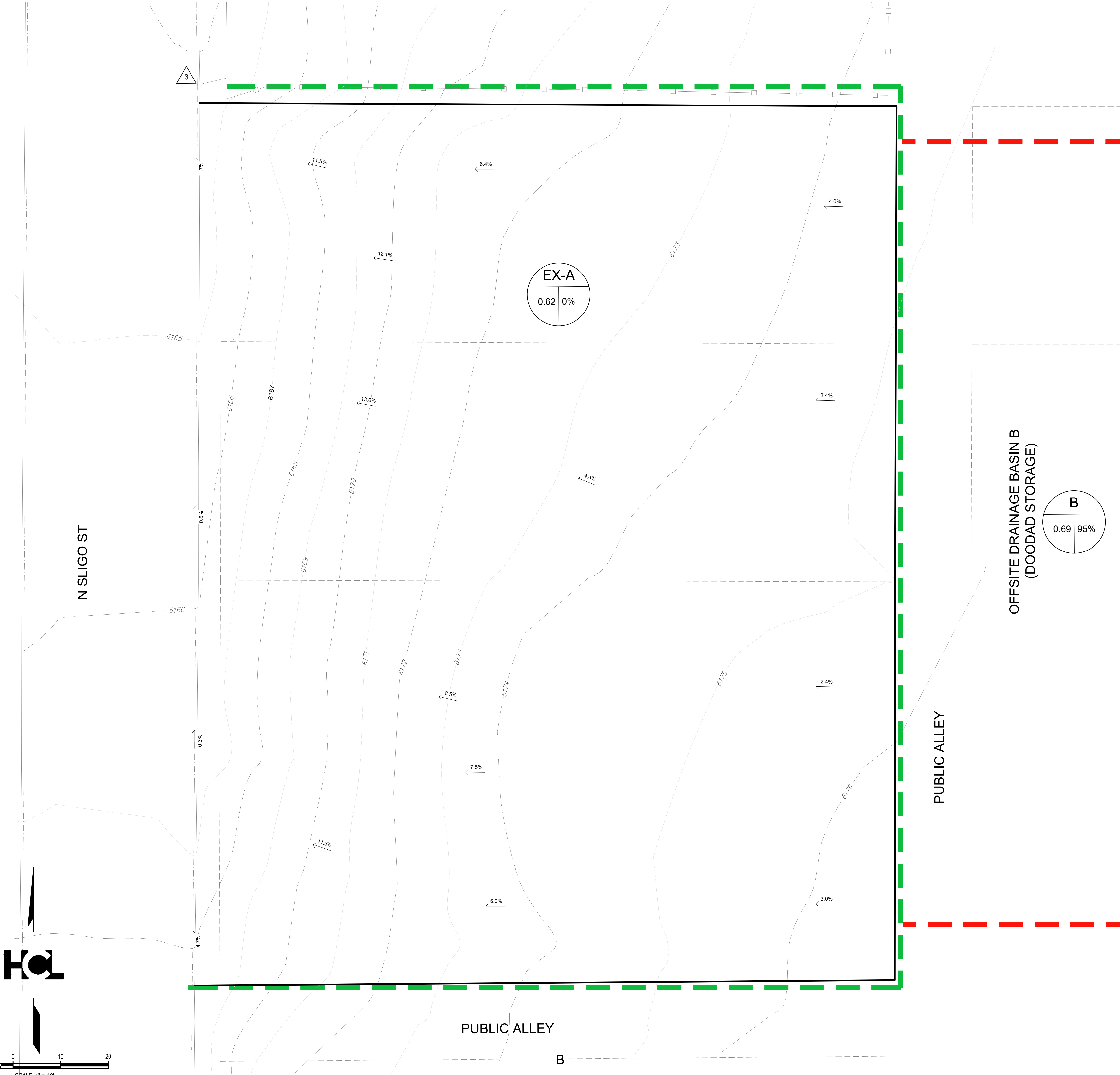
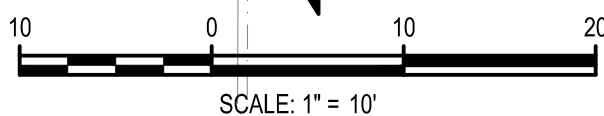
*SEE LANDSCAPE PLANS FOR SEEDING & MULCHING INFORMATION

GENERAL NOTE

EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE SITE SURVEY "MAJOR MORTGAGE TOPO SURVEY" BY HUDDLESTON LAND SURVEYING. HCL MAKES NO WARRANTY TO THE ACCURACY OF THE SURVEY INFORMATION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND BOUNDARY INFORMATION PRIOR TO CONSTRUCTION



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PROJECT: MAJOR MORTGAGE	
DRAWING: OVERALL EXISTING DRAINAGE & GRADING PLAN	
CLIENT: MAJOR MORTGAGE	
DESIGNED BY: ZEB	
DRAWN BY: ZEB	
CHECKED BY: BUG	
DATE:	

DEVELOPED BY:
HCL ENGINEERING & SURVEYING, L.L.C.
1000 S. 1ST ST., SUITE 200
CENTENNIAL, CO 80111
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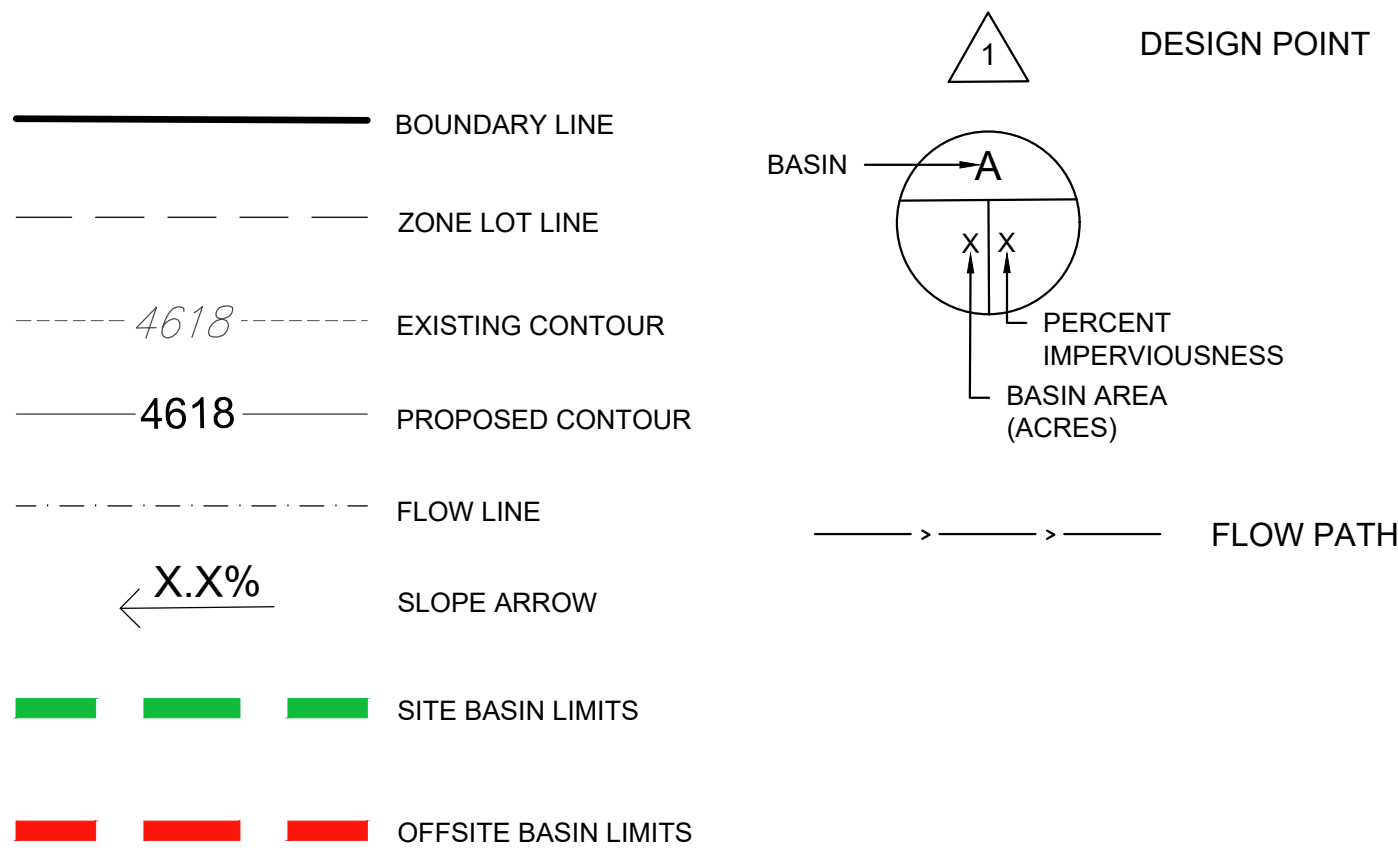
ENGINEERS • SURVEYORS • ARCHITECTS

SHEET NUMBER
C3.0

PROJECT NO.

2023-10-06 2:57pm By: zbecar
H:\2023_data\230008 - Major Mortgage - Cortez, CO\Civil\Plan Sets\Sheet Sets\230008 - GRADING PLAN PRELIMINARY SITE PLAN.dwg

LEGEND



ABBREVIATIONS

HP HIGH POINT
LP LOW POINT
FL FLOW LINE
FG FINISH GRADE
FFE FINISH FLOOR ELEVATION
BOW BOTTOM OF WALL
TBC TOP BACK OF CURB

DRAINAGE NOTES:

SOIL CLASS: C/D
SOIL TYPE: SAND, CLAYEY (SC)
EXISTING SITE (BASIN EX-A) ACREAGE: 0.62
PROPOSED SITE ACREAGE (BASIN PR-A) ACREAGE: 0.62 ACRES
OFFSITE DRAINAGE BASIN B (DOODAD STORAGE) ACREAGE: 0.69 ACRES
EXISTING SITE: BARREN - FLAT/ROLLING TERRAIN. RUNOFF COEFFICIENT = 0.50. IMPERVIOUSNESS (IMP) = 0%
PROPOSED SITE: PAVED PARKING LOT. RUNOFF COEFFICIENT = 0.90. IMPERVIOUSNESS (IMP) = 95%
OFFSITE DRAINAGE BASIN A: PAVED PARKING LOT. RUNOFF COEFFICIENT = 0.90. IMPERVIOUSNESS = 95%
EXCESS URBAN RUNOFF VOLUME (EURV) FOR C/D SOILS = AREA * 0.100 * (PROPOSED IMP)^(1.08)
EXCESS URBAN RUNOFF VOLUME (EURV) FOR C/D SOILS = 0.059 ACRE-Feet
25 YEAR 24-HOUR STORM EXISTING SITE RUNOFF = 3.1 CFS
25 YEAR 24-HOUR STORM PROPOSED SITE RUNOFF = 5.6 CFS
25 YEAR 24-HOUR STORM OFFSITE BASIN B RUNOFF = 5.9 CFS
100 YEAR 24-HOUR STORM EXISTING SITE RUNOFF = 3.7 CFS
100 YEAR 24-HOUR STORM PROPOSED SITE RUNOFF = 6.8 CFS
100 YEAR 24-HOUR STORM OFFSITE BASIN B RUNOFF = 7.1 CFS
WETLAND AREA: NO
FLOODPLAIN AREA: NO
AREA OF DISTURBANCE: 0.62 ACRES

*RUNOFF FLOW CALCULATIONS BASED ON RUNOFF COEFFICIENTS AND RAINFALL DEPTH VALUES FROM TABLE 5.2 AND TABLE 5.3 OF 2009 CITY OF CORTEZ CONSTRUCTION DESIGN STANDARDS AND SPECIFICATIONS

DESIGN POINT 1:
CONTRIBUTING SITE AREA PR-A1 = 0.26 ACRES
CONTRIBUTING OFFSITE BASIN B1 AREA = 0.35
25 YEAR 24 HOUR STORM PROPOSED RUNOFF AT DESIGN POINT 1 = 5.5 CFS

DESIGN POINT 2:
CONTRIBUTING SITE AREA PR-A2 = 0.36 ACRES
CONTRIBUTING OFFSITE BASIN B2 AREA = 0.34
25 YEAR 24 HOUR STORM PROPOSED RUNOFF AT DESIGN POINT 2 = 6.4 CFS

DESIGN POINT 3:
25 YEAR 24 HOUR STORM PROPOSED RUNOFF AT DESIGN POINT 3 = 11.9 CFS

*SEE LANDSCAPE PLANS FOR SEEDING & MULCHING INFORMATION

GENERAL NOTE

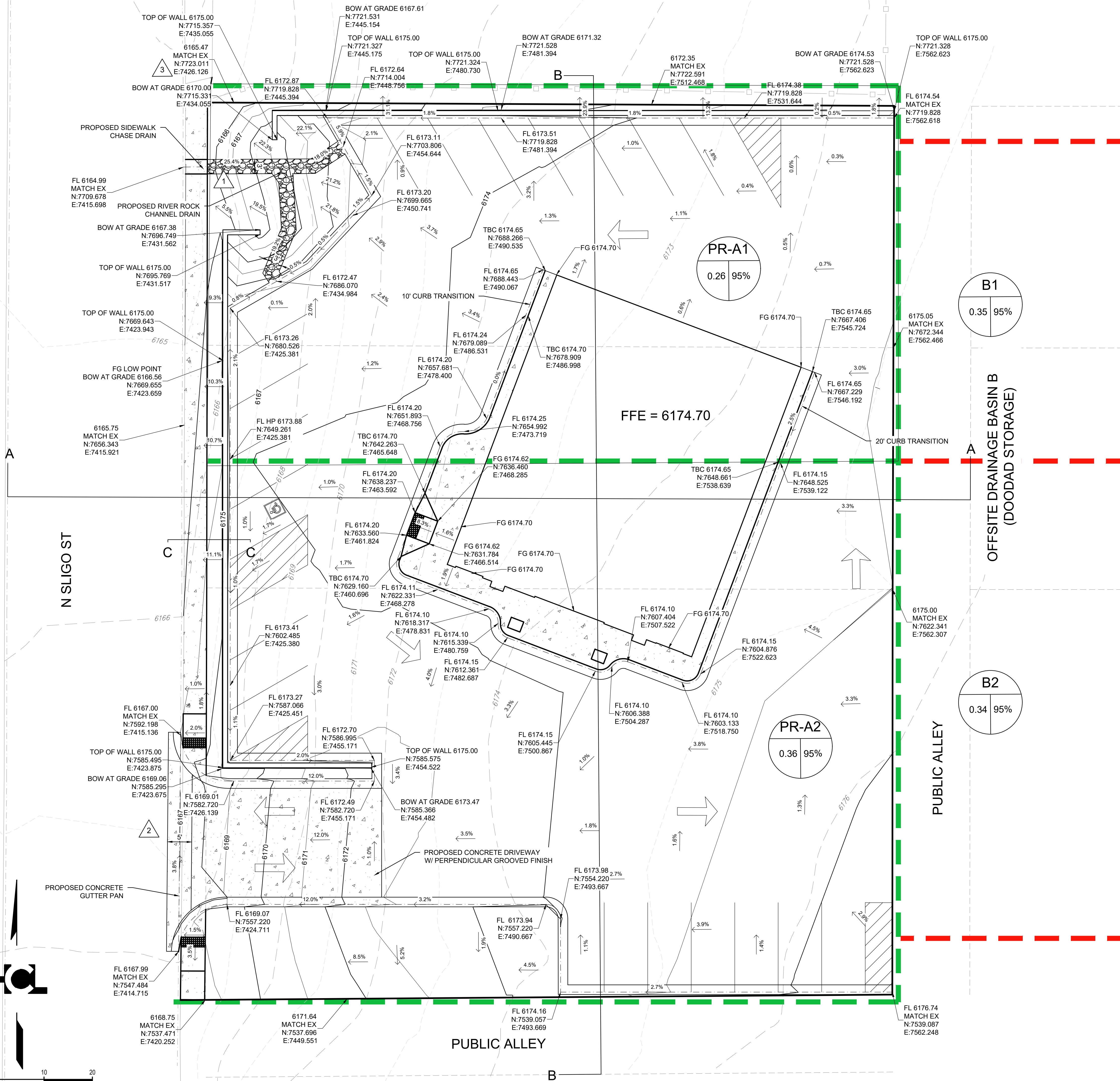
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SCALE: 1" = 10'



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PROJECT: MAJOR MORTGAGE	DRAWING: OVERALL DRAINAGE & GRADING PLAN
CLIENT: MAJOR MORTGAGE	DESIGNED BY: ZEB
DRAWN BY: ZEB	CHECKED BY: BUG
SCALE: HORIZ: 1" = 10'	DATE:

DEVELOPED BY:
HCL ENGINEERING & SURVEYING, L.L.C.
1000 S. 1ST ST., SUITE 200
CENTENNIAL, CO 80111
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SHEET NUMBER

C4.0

PROJECT NO.

2023-10-06 2:58pm By: zbear
H:\2023\08\1230008 - Major Mortgage - Cortez, CO\Civil\Plan Sets\Sheet Sets\230008 - OVERALL UTILITY PLAN.dwg

LEGEND

	PR WATER LINE
	PR SANITARY SEWER LINE
	EX OVERHEAD TELECOMMUNICATION LINE
	EX OVERHEAD ELECTRIC LINE
	EX SANITARY SEWER LINE
	EX GAS LINE
	EX WATER LINE
	EX WATER METER
	EX WATER VALVE
	EX GAS VALVE
	EX GAS METER
	EX ROOF DRAIN
	EX CLEAN OUT
	EX LIGHT POLE
	EX ELECTRICAL UTILITY BOX
	EX ELECTRICAL TRANSFORMER
	EX ELECTRICAL METER

NOTES:

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR RESULTING FROM THE CONTRACTOR'S FAILURE TO LOCATE AND PROTECT ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL INSTALL ALL SIDEWALK, HANDRAILS, STAIRS, CURB RAMPS, AND RAMPS IN CONFORMANCE WITH AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS, AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARDS, AND ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL REGULATIONS.
- ADA-COMPLIANT DETECTABLE WARNING IS REQUIRED WHERE ALL SIDEWALKS INTERSECT CURB LINES.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION EROSION AND SEDIMENT CONTROL CONFORMING TO ALL STATE AND LOCAL STANDARDS.
- ANY AREA OUTSIDE THE LIMIT OF PROPOSED WORK THAT IS DISTURBED OR DAMAGED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO THE OWNER.

GENERAL NOTE

EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE SITE SURVEY "MAJOR MORTGAGE TOPO SURVEY" BY HUDDLESTON LAND SURVEYING. HOL MAKES NO WARRANTY TO THE ACCURACY OF THE SURVEY INFORMATION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND BOUNDARY INFORMATION PRIOR TO CONSTRUCTION

BUILDING 1

TOTAL FIRE FLOW REQUIRED FOR THIS SITE IS 1,500 GPM MINIMUM @ 20 PSI RESIDUAL PRESSURE
THIS FLOW MUST BE PROVIDED FROM A MINIMUM OF 1 FIRE HYDRANTS INDIVIDUALLY. EACH FIRE HYDRANT MUST SUPPLY 1,500 GPM MINIMUM @20 PSI PRESSURE

CODE USED FOR ANALYSIS: 2018 IFC
OCCUPANCY TYPE: BUSINESS
FIRE FLOW CALCULATION AREA: 3,500 SF

THIS BUILDING IS NOT SPRINKLERED

HOL

SCALE: 1" = 10'

EX FIBER OPTIC

EX FIBER OPTIC

EX OVERHEAD UTILITY LINE

EX GAS LINE

EX FIBER OPTIC

EX WATER LINE

EX SAN SEWER LINE

NEED ADDITIONAL SURVEY
INFORMATION FOR TIE IN & FINAL DESIGN

PR 2" DOMESTIC WATER LINE

NEED ADDITIONAL SURVEY
INFORMATION FOR TIE IN & FINAL DESIGN

PR WATER VALVE

PR 4" SAN SEWER LINE
69.84 LF

CLEANOUT

NEED ADDITIONAL SURVEY
INFORMATION FOR TIE IN & FINAL DESIGN

NEED ADDITIONAL SURVEY
INFORMATION FOR TIE IN & FINAL DESIGN

EX OVERHEAD UTILITY LINE

REVISIONS

#	DATE
1	
2	
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PROJECT: MAJOR MORTGAGE

DRAWING: UTILITY PLAN

CLIENT: MAJOR MORTGAGE

DESIGNED BY:

DRAWN BY: ZEB

CHECKED BY: BUG

SCALE: 1" = 10'

DATE:

DEVELOPED BY:
HOL ENGINEERING & SURVEYING, L.L.C.
1000 S. 1ST SUITE 200
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SHEET NUMBER

C5.0

PROJECT NO.

2023-10-06 2:58pm By: zbecor
H:\2023_data\230008 - Major Mortgage - Cortez, CO\Civil\Plan Sets\Sheet Sets\230008 - EROSION CONTROL PLAN.dwg



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BMP LEGEND

	SR	SURFACE ROUGHENING
	ECB	EROSION CONTROL BLANKET
	TSD	TEMPORARY SLOPE DRAIN
	OP	RRB FOR CULVERT PROTECTION
	RCS	ROUGH CUT STREET CONTROL
	ED/DS	EARTH DIKES AND DRAINAGE SWALE
	TER	TERRACING
	CD	CHECK DAM
	CWA	CONCRETE WASHOUT AREA
	SP	STOCKPILE MANAGEMENT
	SF	SILT FENCE
	SCL	SEDIMENT CONTROL LOG
	SBB	STRAW BAIL BARRIER
	RS	ROCK SOCK
	IP	INLET PROTECTION
	SB	SEDIMENT BASIN
	CF	CONSTRUCTION FENCE
	VTC	VEHICLE TRACKING CONTROL
	SSA	STABILIZED STAGING AREA
	TDC	TEMPORARY DIVERSION CHANNEL
	DW	DEWATERING
	TSC	TEMPORARY STREAM CROSSING
	LOC	LIMITS OF CONSTRUCTION
	LOD	LIMIT OF DISTURBANCE

NOTES:

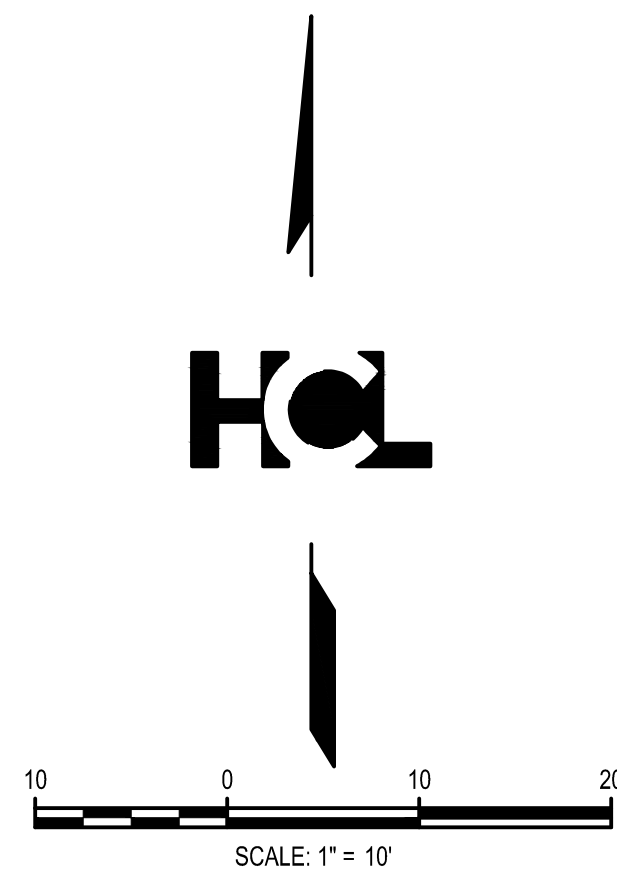
1. ANY BMPs THAT REQUIRE GRADING, E.G. SEDIMENT BASINS, SEDIMENT TRAPS, CONCRETE WASH OUT AREAS, ETC., SHALL NOT BE PLACED UNTIL AFTER THE PRE-CONSTRUCTION MEETING. IN ADDITION, THE SEDIMENT BASIN (OR OTHER BMP) SHALL NOT BE INSTALLED UNTIL AFTER THE GESC PRE-CONSTRUCTION MEETING AND ISSUANCE OF THE GESC PERMIT BUT MUST BE FULLY FUNCTIONAL PRIOR TO ANY LARGE SCALE GRADING. THE INITIAL PLAN ILLUSTRATES EXISTING CONDITIONS NO PROPOSED INFRASTRUCTURE IS SHOWN.

2. USE COCONUT FIBER FOR EROSION CONTROL BLANKETS AND SEDIMENT CONTROL LOGS.

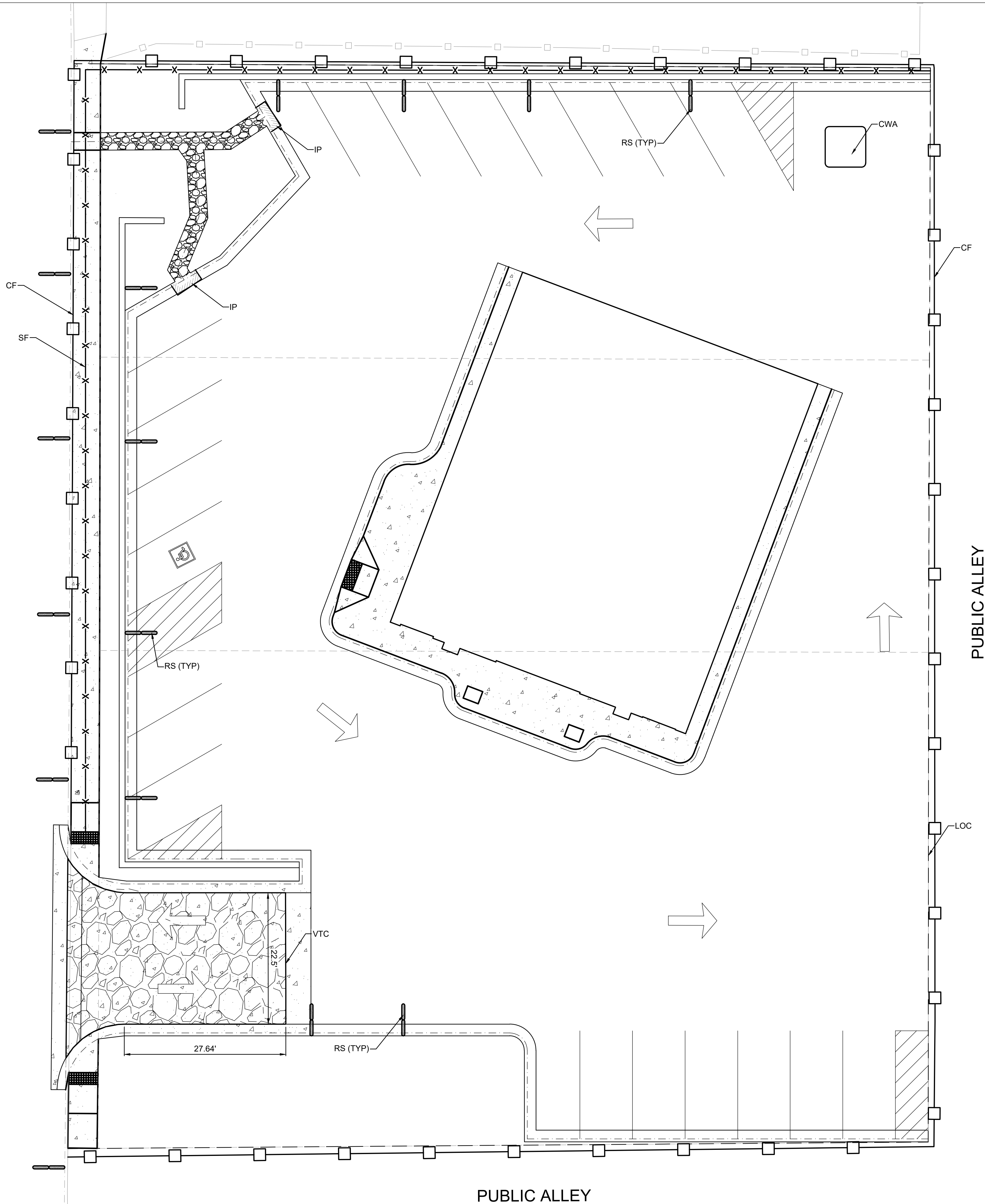
3. WHEN ROCK SOCKS ARE PLACED IN THE GUTTER ADJACENT TO A CURB, ROCK SOCKS SHOULD PROTRUDE NO MORE THAN TWO FEET FROM THE CURB

GENERAL NOTE

EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE SITE SURVEY "MAJOR MORTGAGE TOPO SURVEY" BY HUDDLESTON LAND SURVEYING. HCL MAKES NO WARRANTY TO THE ACCURACY OF THE SURVEY INFORMATION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND BOUNDARY INFORMATION PRIOR TO CONSTRUCTION



N SLIGO ST



#	DATE	REVISIONS
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PROJECT: MAJOR MORTGAGE	DRAWING: EROSION CONTROL PLAN
CLIENT: MAJOR MORTGAGE	DESIGNED BY: ZEB
DRAWN BY: ZEB	CHECKED BY: BUG
SCALE: 1" = 10'	DATE:

DEVELOPED BY:
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1000 N. 1ST ST, SUITE 200
CENTENNIAL, CO 80111
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FAX: 303.773.3297
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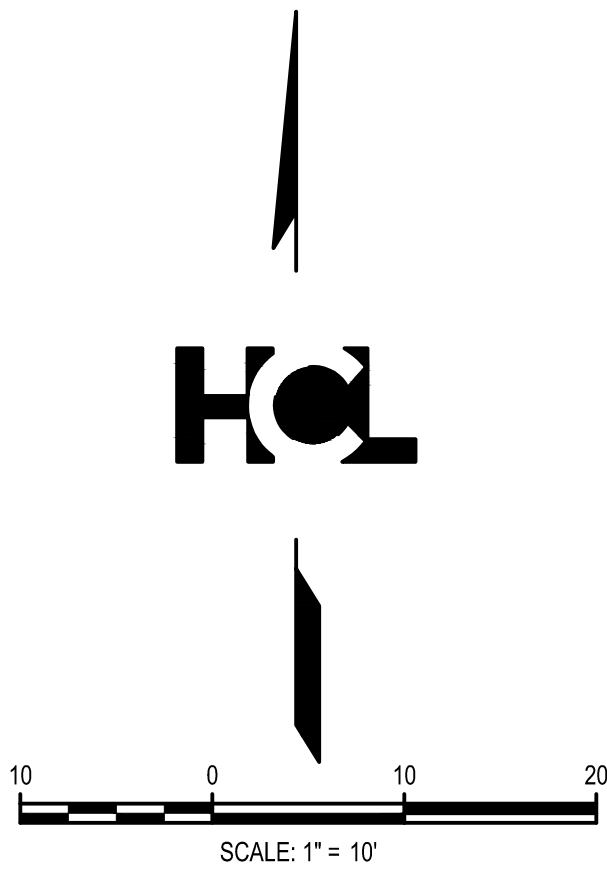


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C6.0
PROJECT NO.

2023-10-06 2:59pm By: zbear
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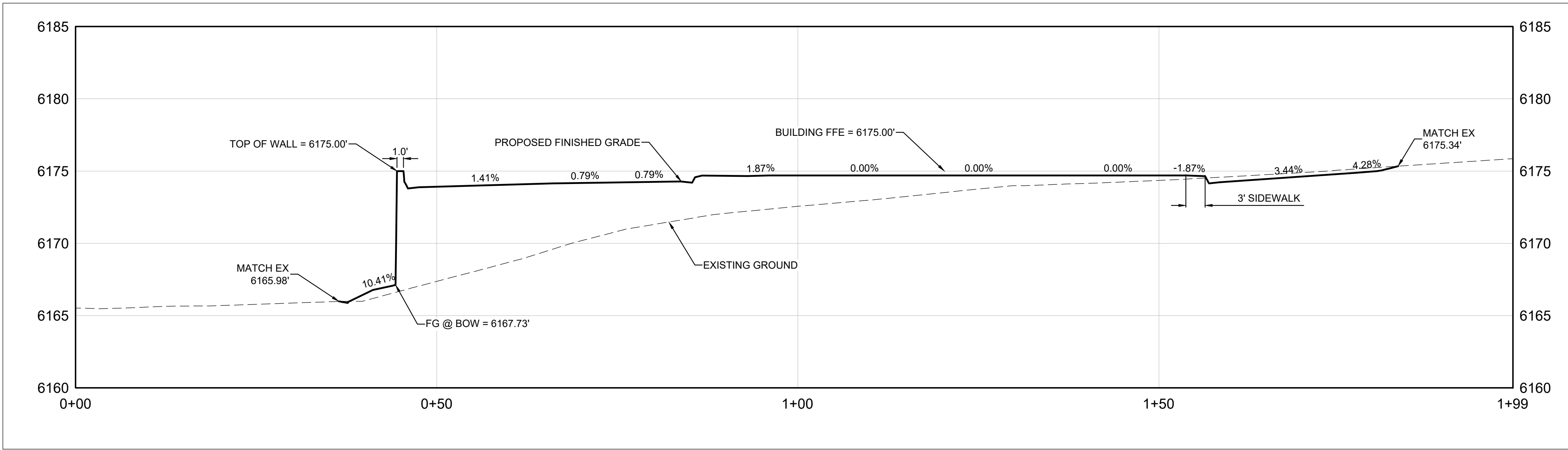


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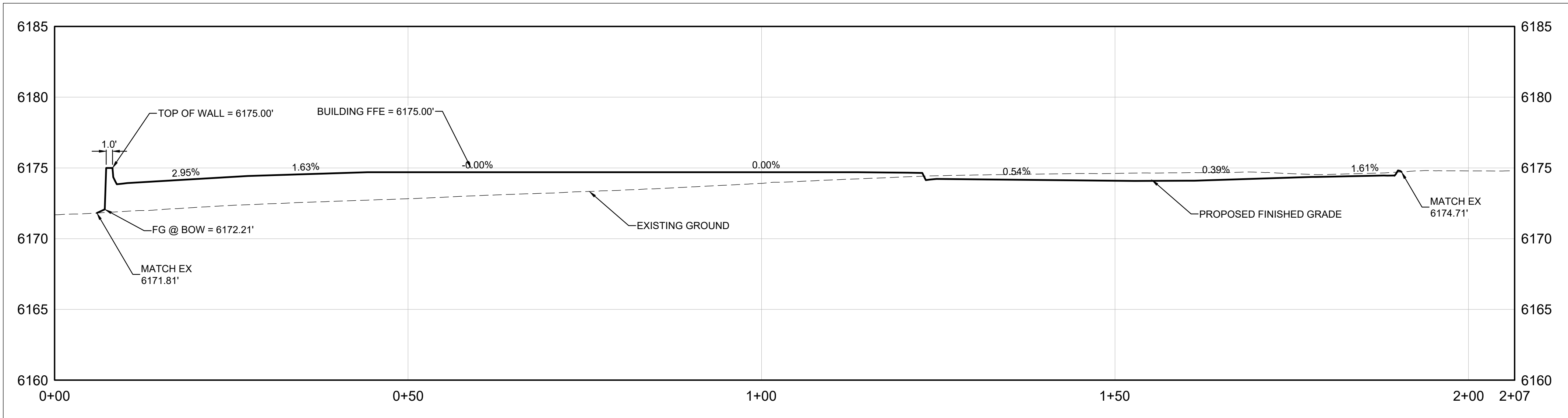


GENERAL NOTE

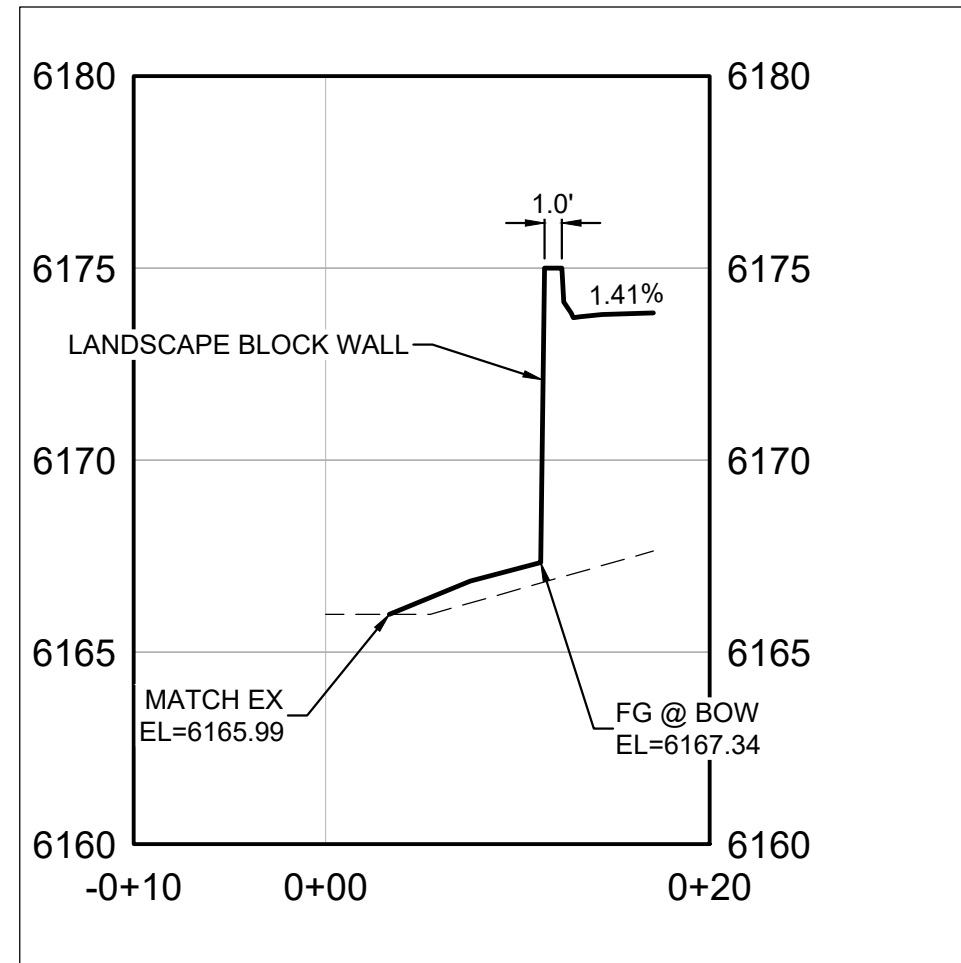
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SECTION A-A
VERT SCALE: 1" = 5'
HORIZ SCALE: 1" = 10'



SECTION B-B
VERT SCALE: 1" = 5'
HORIZ SCALE: 1" = 10'



SECTION C-C
VERT SCALE: 1" = 5'
HORIZ SCALE: 1" = 10'

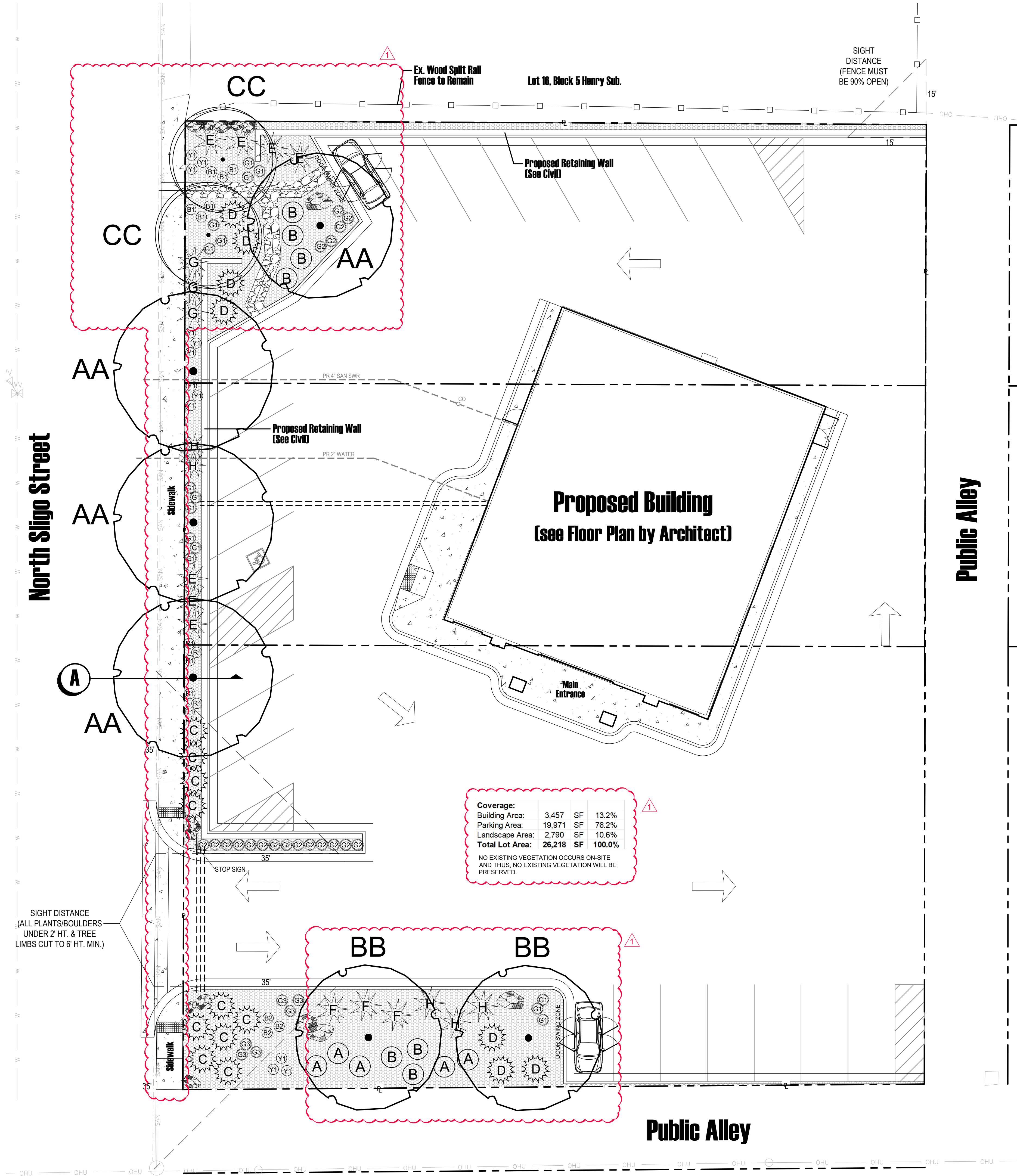
REVISIONS					
#	DATE				
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PROJECT: MAJOR MORTGAGE		DRAWING: CROSS SECTIONS	
CLIENT: MAJOR MORTGAGE		DESIGNED BY: ZEB	
DRAWN BY: ZEB		CHECKED BY: BUG	
SCALE: 1" = 10'		DATE:	

DEVELOPED BY:
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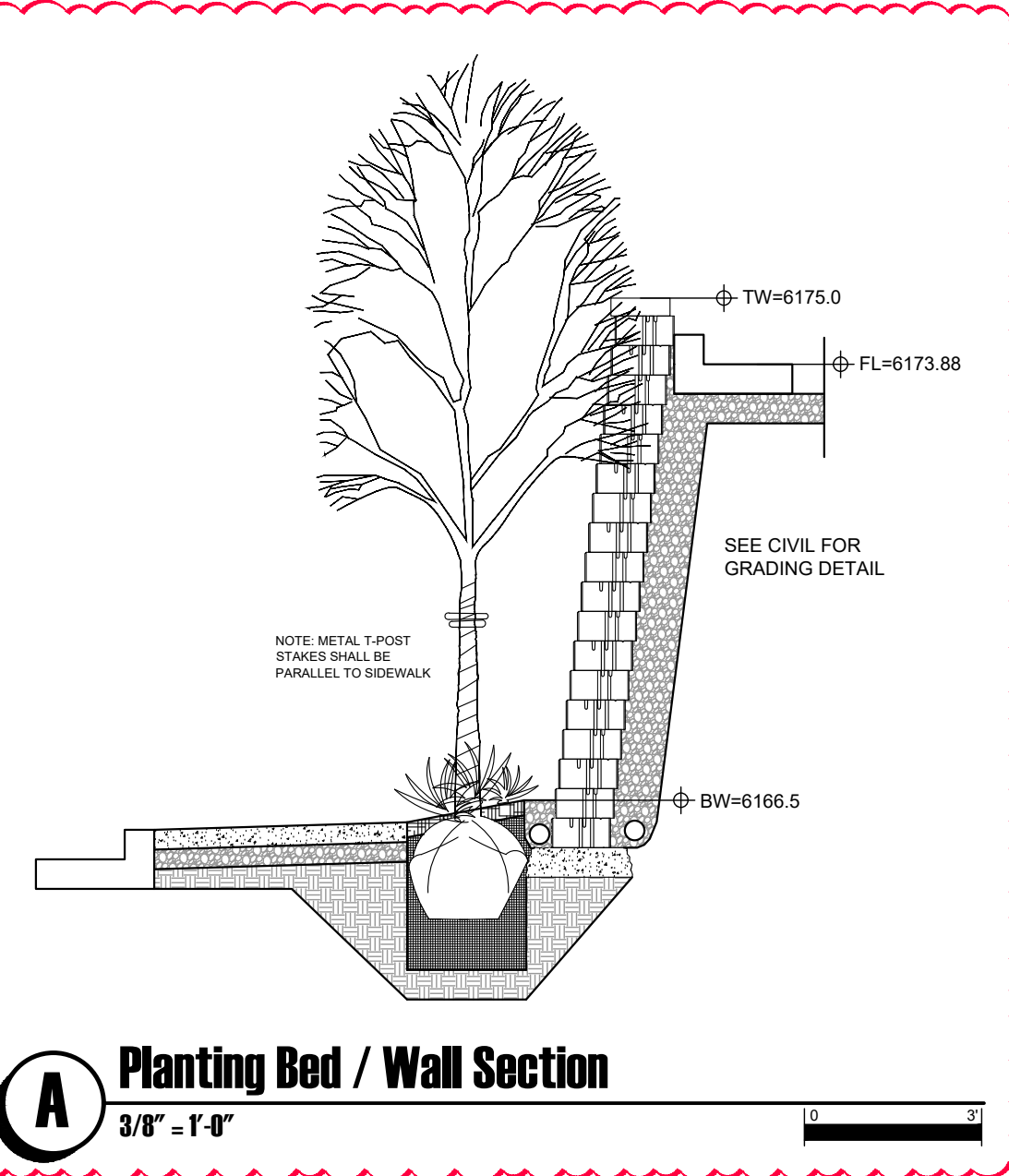
Landscape Notes

- NOTE: ALL PLANTS IN SIGHT DISTANCE EASEMENT SHALL REMAIN UNDER 30' IN HEIGHT AT ALL TIMES.
- INSTALL ROCK MULCH IN ALL SHRUB BEDS AS INDICATED ON PLAN. INSTALL WEED BARRIER UNDERLAYMENT MATERIAL AND TOPDRESS WITH MULCH MATERIAL TO MIN. 4 INCH DEPTH.
- ALL LANDSCAPE AREAS SHALL BE EXCAVATED DOWN TO 12" DEPTH AND NATIVE SOIL SHALL BE AMENDED WITH WITH A MIN. 4 CU YDS PER 1,000 SF WITH GOOD QUALITY COMPOSTED ORGANIC MATTER. FIRST, DECOMPACT ALL PLANTING AREA SOILS TO A MIN. DEPTH OF 12 INCHES PRIOR TO TILLING. TILL AND INCORPORATE AMENDMENT TO A MIN. DEPTH OF 12 INCHES.
- TREE PITS SHALL BE EXCAVATED TO A MIN. DEPTH OF 24" AND AMENDED SAME AS ABOVE.
- LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR THE MEANS, METHODS OR APPROPRIATENESS OF CONSTRUCTION AND SAFETY PROCEDURES CHOSEN BY ANY CONTRACTOR.
- PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY.
- INSTALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL, OR PAVING.
- FORM 30 INCH WATERING BASIN AROUND ALL TREES. FILL BASIN WITH 1-1/2 INCH LAYER OF WOOD CHIPS.
- PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT SCHEDULE FOR KEY AND CLASSIFICATION.
- ALL PLANT MATERIAL OUTSIDE OF THE LIMIT OF CONSTRUCTION LINE MUST REMAIN UNDISTURBED.
- ALL MATERIALS NOT TO BE REMOVED WILL BE MARKED CLEARLY WITH FLAGGING TAPE, PROTECTIVE FENCING, OR OTHER APPROVED BARRIER PRIOR TO CONSTRUCTION.
- IDENTIFY LOCATIONS OF ALL UNDERGROUND UTILITIES THAT MIGHT BE DISTURBED BY LANDSCAPE ELEMENTS PRIOR TO CONSTRUCTION.
- ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARDS FOR NURSERY STOCK, ANSI Z60.1-2004, OR AS IT MAY BE AMENDED.
- THE CONTRACTOR SHALL BE HELD COMPLETELY LIABLE FOR ANY DAMAGES RESULTING IN DEVIATIONS OMISSIONS, OR AMENDMENTS TO THIS PLAN. ANY CHANGES TO THIS PLAN SHALL BE DONE ONLY BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. FIELD CHANGES BY THE CONTRACTOR SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT BY EITHER RFI OR CHANGE ORDER IN WRITING PRIOR TO CONSTRUCTION.
- THE IRRIGATION SYSTEM SHALL CONSIST OF AN UNDERGROUND PRESSURIZED SYSTEM THAT WILL PROVIDE DRIP COMPONENTS TO THE SHRUBS AND TREES AND SPRAY IRRIGATION TO THE GRASS (IF APPLICABLE).
- IRRIGATION CONTROLLER SHALL BE A "WATER SENSE" SMART IRRIGATION CONTROLLER. VERIFY EXISTING CONTROLLER AND REPLACE IF NECESSARY.
- PROVIDE DRIP IRRIGATION TO ALL SHRUBS AND TREES (TREES-8 GPH PER TREE, SHRUBS-2 GPH PER 5 SHRUB, PERENNIALS-1 GPH PER PLANT).
- THE OWNER, AGENT, OR DEVELOPER OF THE COMMERCIAL PROPERTY SHALL PROVIDE A WRITTEN STATEMENT OF THE PROVISIONS BEING MADE FOR THE MAINTENANCE AND REPLACEMENT OF LANDSCAPING TO INCLUDE MANDATORY REPLACEMENT OF ANY VEGETATION, WHICH DIES WITHIN A ONE-YEAR PERIOD FROM THE TIME OF PLANTING. THE DIRECTOR OF PARKS AND RECREATION SHALL APPROVE THE PLAN.

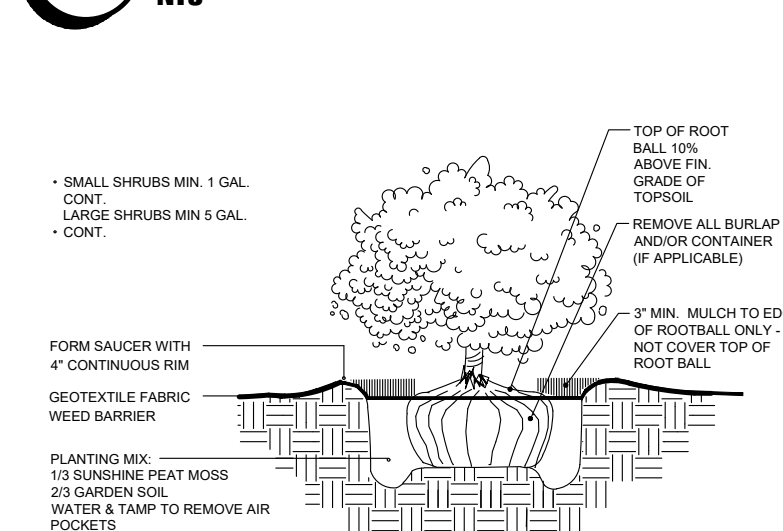
Plant Schedule

KEY COMMON NAME	BOTANICAL NAME	H' W'	SIZE	TYPE	QTY
Deciduous Trees:					
AA Shademaster Honeylocust	Gleditsia triacanthos inermis	45 40	1.5" Cal.	B&B	4
BB Goldenrain Tree	Koeleruteria paniculata	30 30	1.5" Cal.	B&B	2
CC Redspire Callery Pear	Pyrus calleryana 'Redspire'	40 15	1.5" Cal.	B&B	2
Total Deciduous Trees:					8
Deciduous Shrubs - Medium (4'-8'):					
A Dark Knight Blue Mist Spirea	Caryopteris x claud. 'Dark Knight'	4 4	5 gal.	Cont.	5
B Apache Plume	Fallugia paradoxa	4 4	5 gal.	Cont.	7
Evergreen Shrubs - Small (2'):					
C Wilton Carpet Juniper	Juniperus horizontalis 'Wiltonii'	1 7	5 gal.	Cont.	10
D Slowmound Mugo Pine	Pinus mugo 'Slowmound'	3 3	5 gal.	Cont.	7
Yucca & Agave - Small (2'):					
E Perry's Agave	Agave parryi	3 3	5 gal.	Cont.	7
F Red Yucca	Hesperaloe parviflora	3 3	1 Gal.	Cont.	3
G Narrow Yucca	Yucca angustissima	3 3	5 Gal.	Cont.	3
H Banana Yucca	Yucca Baccata	3 3	5 Gal.	Cont.	5
Ornamental Grasses - Small (2'-3'):					
G1 Blue Grama Grass	Bouteloua gracilis 'Blonde Ambition'	2 2	5 Gal.	Cont.	15
G2 'Karl Foerster' Feather Reed Grass	Calamagrostis arundinacea	3 4	5 Gal.	Cont.	19
G3 Pennesetum alopecuroides	Dwarf Fountain Grass	2 2	5 gal.	Cont.	6
Perennials:					
Y1 Yarrow	Achillea filipendulina	3 3	1 Gal.	Cont.	12
R1 Furmans Red Autumn Salvia	Salvia greggii 'Furmans Red Autumn'	2 2	1 Gal.	Cont.	6
B1 Catmint	Nepeta racemosa	2 2	1 Gal.	Cont.	6
B2 Salvia	Salvia spp.	2 2	1 Gal.	Cont.	3
Total Proposed Shrubs & Perennials:					114

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES LISTED ABOVE AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR SUBSTITUTIONS.



1 Deciduous Tree Planting



2 Shrub Planting



Project Name: **MAJOR MORTGAGE**
Cortez, Colorado

Architect: **kda KRAAI DESIGN ARCHITECTURE**

Landscape Architect: **NVISION DESIGN STUDIO, INC.**
577 25 Road Grand Junction, CO 81503
Phone: 970.210.2153 Email: n@nviz.biz
Web: www.nviz.biz
Landscape Architecture | Visual Simulation | Graphic Design

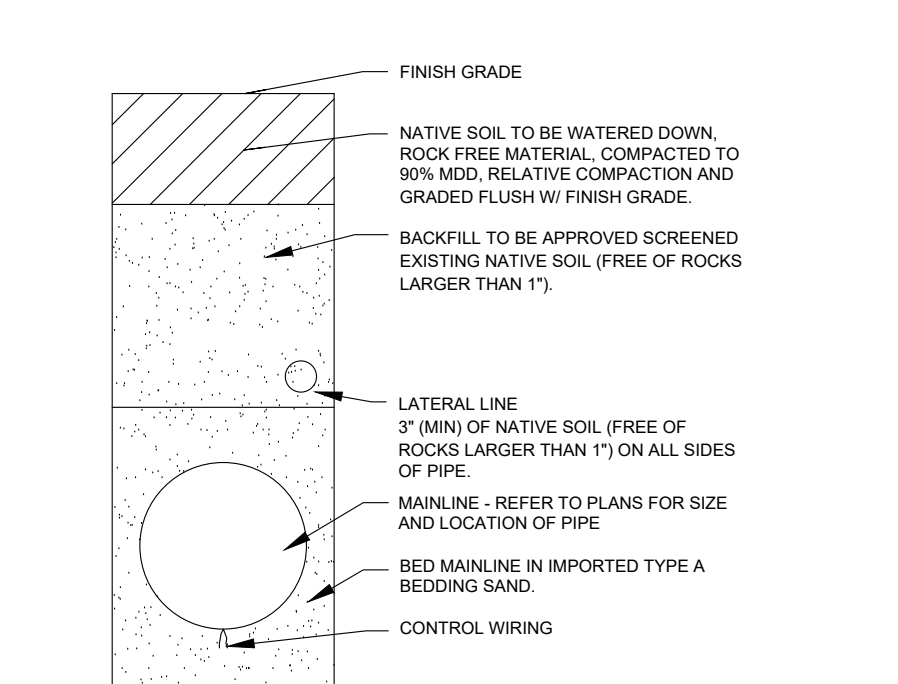
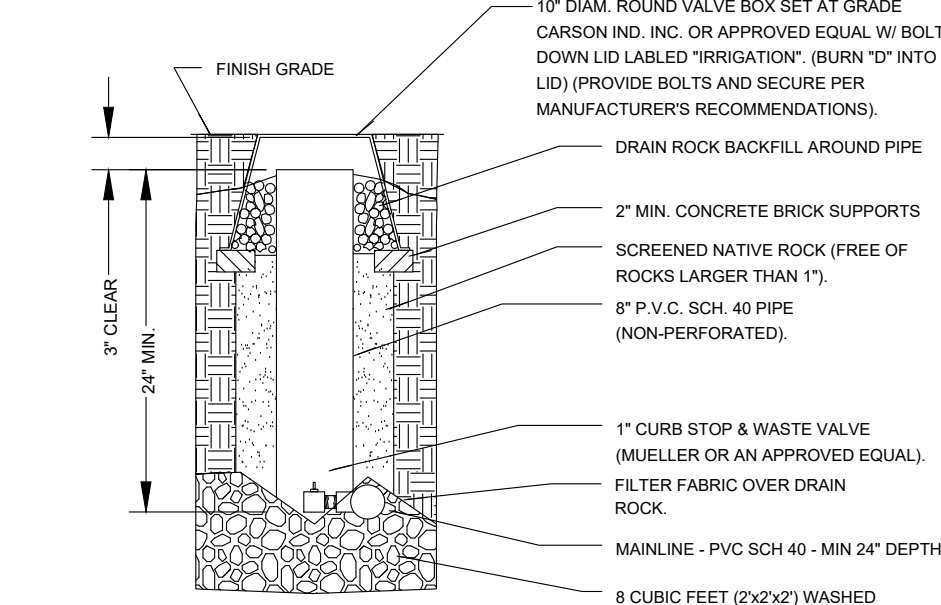
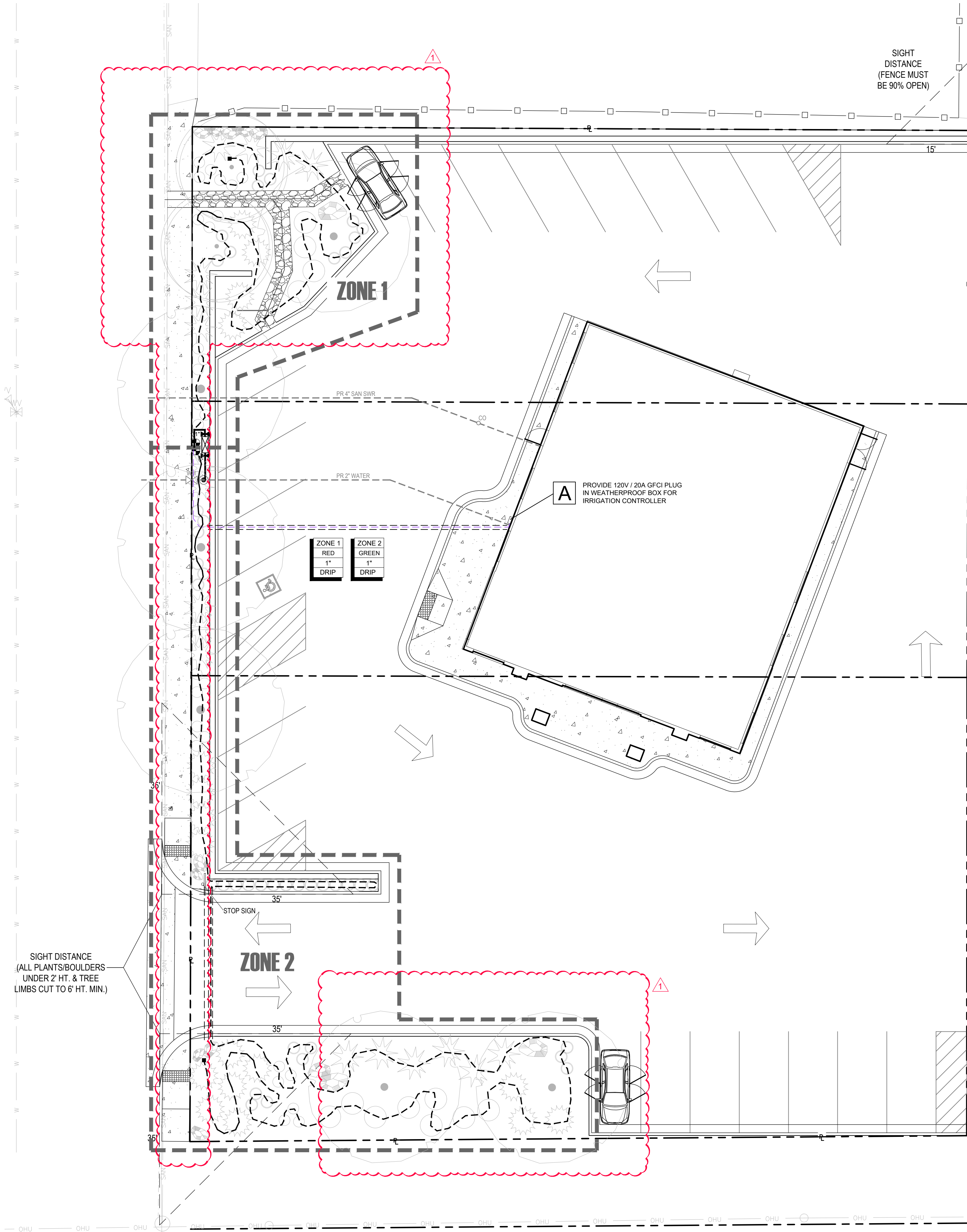
Registration: **Robert A. Breeden**
LA 462
03/01/2008
Original State of Licensure
SITE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Legend

PROPOSED SHRUBS/PERENNIALS/ORNAMENTAL GRASSES
PROPOSED DECIDUOUS TREES
PROPOSED EVERGREEN SHRUBS
PROPOSED EVERGREEN TREES
LOCAL BOULDERS 24"-36"
4" PVC OR SDR-35 SLEEVE
1" TAN GRANITE GRANITE MULCH OVER DEWITT PRO 5 WEED BARRIER FABRIC (3" DEPTH MIN.)

Revisions:
CITY OF CORTEZ COMMENTS 9/5/2023
RB - 10/03/2023

Sheet Title: **Landscape Plan**
Project: Major Mortgage
Date: June 16, 2023
Scale: 1" = 10'
North
L1

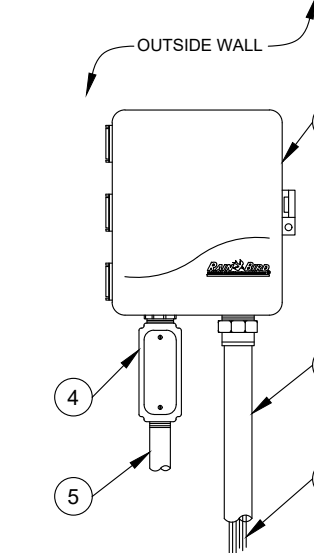


2 Trench Wall Section

NTS

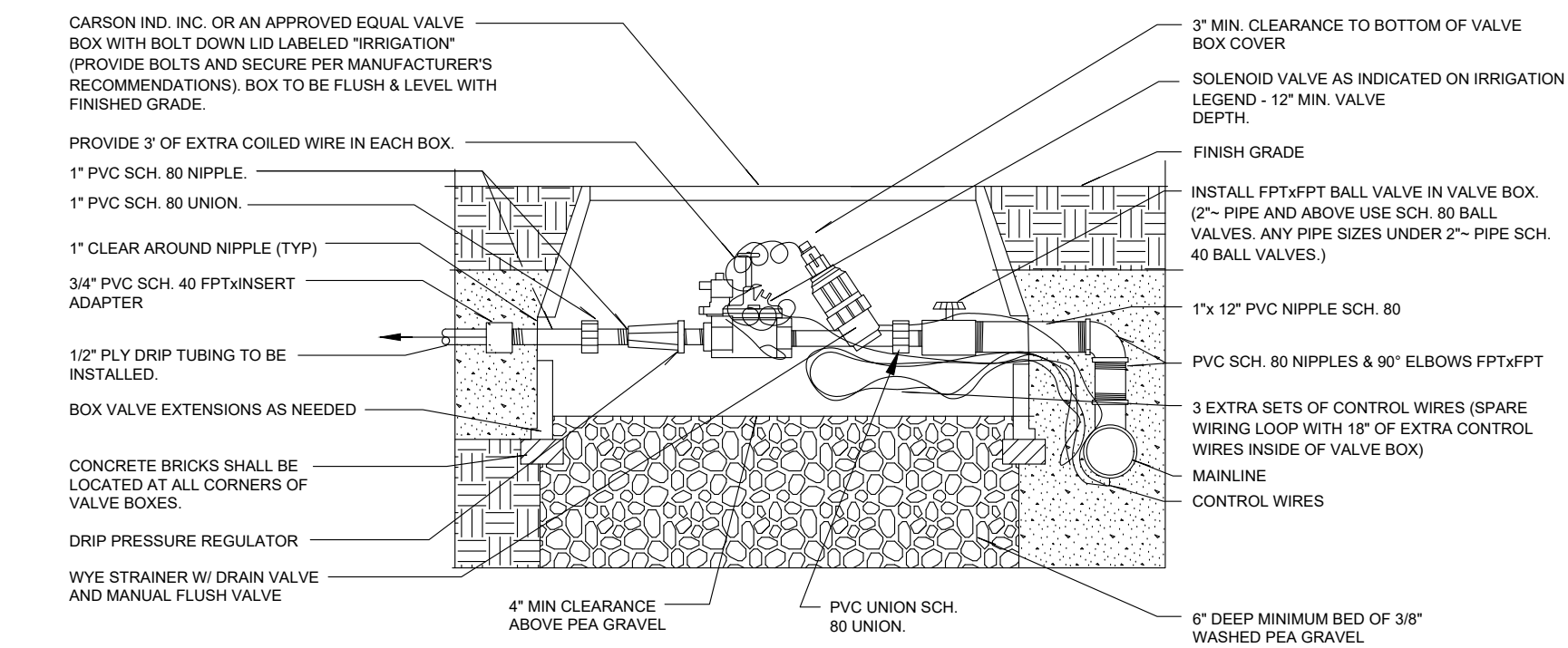
1 Curb Stop & Waste Valve

NTS



3 Dual Prog. Controller

Rainbird ESP Series - Wall Mount



4 Sleeving

NTS

5 Drip Valve (Typ.)

NTS

Irrigation Notes

1. VERIFY OPERATING PRESSURE AT POINT OF CONNECTION PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. NOTIFY PLAN PREPARER IF MEASURED PRESSURE IS MORE THAN 95 P.S.I. OR LESS THAN 60 P.S.I. THE SYSTEM IS DESIGNED FOR AN OPERATING PRESSURE OF 60 P.S.I. AND A FLOW RATE AT INLET PIPE OF 12 GPM. VERIFY ALL FLOW RATES ON-SITE PRIOR TO INSTALLATION.
2. NOTIFY LANDSCAPE ARCHITECT SIX (6) DAYS PRIOR TO INSTALLATION FOR A PRE-INSTALLATION CONFERENCE AND FIELD REVIEW COORDINATION FOR TRENCH DEPTHS, ASSEMBLY REVIEW, PRESSURE TESTS, COVERAGE TESTS, PRE-MAINTENANCE AND FINAL REVIEWS.
3. A CONTINUITY TEST WILL BE REQUIRED FOR CONTROL WIRE STUBOUTS. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE PLAN PREPARER.
4. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH LOCAL CODES, MANUFACTURERS AND INSTRUCTIONS. AVOID ANY CONFLICTS BETWEEN SPRINKLER SYSTEM, PLANTING, AND ARCHITECTURAL FEATURES. NOTIFY PLAN PREPARER, PRIOR TO INSTALLATION, OF ANY AREA OF GRADE DIFFERENCES OR OBSTRUCTIONS NOT INDICATED ON THE PLANS.
5. PRIOR TO CUTTING INTO SOIL, LOCATE ALL CABLES, CONDUITS, SEWERS, AND OTHER UTILITIES OR ARCHITECTURAL FEATURES THAT ARE COMMONLY ENCOUNTERED UNDERGROUND AND TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. ANY DAMAGE MADE DURING THE INSTALLATION OF THE IRRIGATION SYSTEM OF THE AFOREMENTIONED ITEMS SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL EXPENSE TO THE OWNER.
6. LOCATION OF CONTROLLER TO BE DETERMINED AT JOBSITE BY OWNER AND CONTRACTOR (IF APPLICABLE). CONNECT TO EXISTING 120 VOLT ELECTRICAL SUPPLIES. USE THIN WALL METAL CONDUIT ABOVE GRADE. INSTALL PER MANUFACTURERS SPECIFICATIONS. PROVIDE AND INSTALL RECHARGEABLE BATTERY BACK-UP FOR CONTROLLERS. CONTROLLERS SHALL BE PROPERLY GROUNDED PER ARTICLE 250 OF THE NATIONAL ELECTRIC CODE AND CONFORM TO LOCAL REGULATIONS. INSTALL AS DETAILED. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM CONTROLLERS TO IRRIGATE SLOPES USING MULTIPLE REPEAT CYCLES OF SHORT DURATIONS. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SOIL EROSION DUE TO PROLONGED APPLICATIONS OF WATER.
7. USE APPROPRIATE SOLVENT AND APPLICATOR, AND PRIMER IF REQUIRED, FOR PIPE SIZE AND TYPE APPLICATIONS. APPLY PER MANUFACTURER'S RECOMMENDATIONS.
8. INSTALL ALL ELECTRIC VALVES, PRESSURE REGULATORS, BALL OR GATE VALVES, PIPING, BACKFLOW PREVENTION DEVICES (IF APPLICABLE), CONTROLLERS PER MANUFACTURERS SPECIFICATIONS.
9. INSTALL FLOOD BUBBLERS ON UP HILL SIDE OF PLANT AND/OR WITHIN PLANT WELL.
10. POLYETHYLENE PIPE (IF APPLICABLE) INSTALLED SHALL BE PRODUCED FROM ALL VIRGIN UNION CARBIDE RESIN.
11. MAINTENANCE CONSIDERATIONS:
 - A. FILTER CLEANING AND FLUSHING SHOULD START OUT AS A MONTHLY PROCEDURE AND CONTINUE AS NEEDED AFTER SIX (6) MONTHS.
 - B. VISUALLY CHECK FOR INDICATIONS OF PIPE BREAKS OR CLOGGED EMITTERS OR OUTLETS.
 - C. WATER QUALITY SHOULD BE MEASURED ON A QUARTERLY BASIS AND AMENDMENTS ADDED AS NECESSARY TO ENSURE THE SURVIVAL RATE OF THE PLANT MATERIAL.
12. ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCHEDULE 40 ELECTRICAL CONDUIT. ELECTRICAL CONDUIT SHALL EXTEND TWELVE INCHES (12") BEYOND EDGE OF PAVEMENT OR CURB. CONTRACTOR HAS THE OPTION TO INSTALL PVC SCHEDULE 40 SLEEVING FOR ALL PIPING UNDER ASPHALT AND CONCRETE PAVEMENTS AT HIS OWN EXPENSE. INSTALL SAND FOR BACKFILL IN ASPHALT PAVEMENT AREAS TO 8" COVER ABOVE PIPE. SURROUND PIPE WITH SAND IN AREAS WHERE ROCKY TERRAIN IS ENCOUNTERED.
13. ALL VALVE CONTROL WIRE SHALL BE MINIMUM NO. 14 AWG COPPER UL APPROVED FOR DIRECT BURIAL IN GROUND. CONNECT WIRES AS DETAILED PER MANUFACTURERS SPECIFICATIONS. RUN ONE (1) EXTRA CONTROL WIRE OF DIFFERENT COLOR THROUGH ALL VALVE LOCATIONS FROM EACH CONTROLLER. EACH WIRE AT VALVES SHALL HAVE 24" EXCESS COILED LOOP. TAPE WIRES IN BUNDLES EVERY TEN FEET (10').
14. ALL PIPES SHALL BE TESTED AT 125% OF DESIGN PRESSURE FOR 1 HOUR. ADD WATER SLOWLY TO PIPES TO AVOID WATER HAMMER DAMAGE, BLEED SYSTEM TO INSURE ALL AIR IS OUT OF PIPES AND PRESSURIZE SYSTEM TO LEVELS STATED ABOVE. VISUALLY INSPECT FOR LEAKS WHILE SYSTEM IS HOLDING PRESSURE CONSTANT.
15. ALL BACKFILL MATERIAL SHALL BE FREE OF ROCKS, CLOUDS, AND OTHER EXTRANEOUS MATERIALS. COMPACT BACKFILL TO ORIGINAL DENSITY OF SOIL.
16. AT JOB COMPLETION, SUPPLY OWNER WITH TWO (2) KEYS FOR EACH CONTROLLER.
17. GUARANTEE THE IRRIGATION SYSTEM AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.
18. INSTALL PUMP, CONTROLLER, AND RELAY SWITCH PER MFR. INSTRUCTIONS (IF APPLICABLE).

Reduced Pressure Backflow Assembly (RPBA)

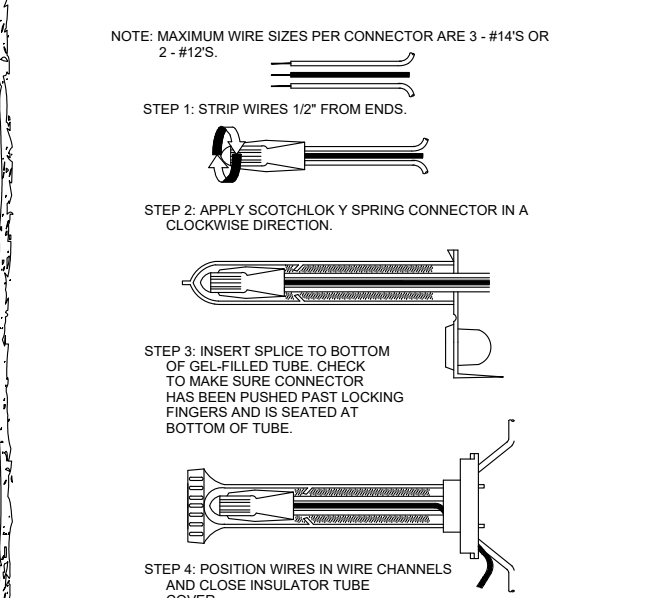
ONLY ONE RPBA IS REQUIRED TO SERVE THE WHOLE SYSTEM; CONTROL VALVES CAN BE LOCATED DOWNSTREAM OF (AFTER) THE RPBA.

- RPBAS MUST BE INSTALLED A MINIMUM OF 12" ABOVE GROUND LEVEL.
- RPBAS MUST BE TESTED BY A STATE CERTIFIED BACKFLOW PREVENTER TESTER AT THE TIME OF INSTALLATION, ANNUALLY, AND WHEN MOVED OR REPAIRED.
- IN AN RPBA-EQUIPPED SYSTEM, FERTILIZER AND OTHER AGRICULTURAL CHEMICALS MAY BE INTRODUCED DOWNSTREAM OF (AFTER) THE RPBA (FOR IRRIGATION SYSTEMS ONLY).

RPBA MAXIMUM DESIGN FLOW FOR RESIDENTIAL SYSTEMS ON A 1/2 INCH SERVICE AND METER SHOULD NOT EXCEED 15 GALLONS PER MINUTE (GPM). HIGHER FLOWS CAN DAMAGE THE METER. ALL DEVICES SHOULD BE INSTALLED IN A MANNER THAT ALLOWS ADEQUATE CLEARANCE FOR TESTING AND REPAIRS. BEFORE INSTALLING A NEW SPRINKLER SYSTEM THAT WILL USE DOMESTIC WATER, THE OWNER OR OWNER'S REPRESENTATIVE IS REQUIRED TO GET A BUILDING PERMIT FROM THE LOCAL BUILDING DEPARTMENT.

Legend

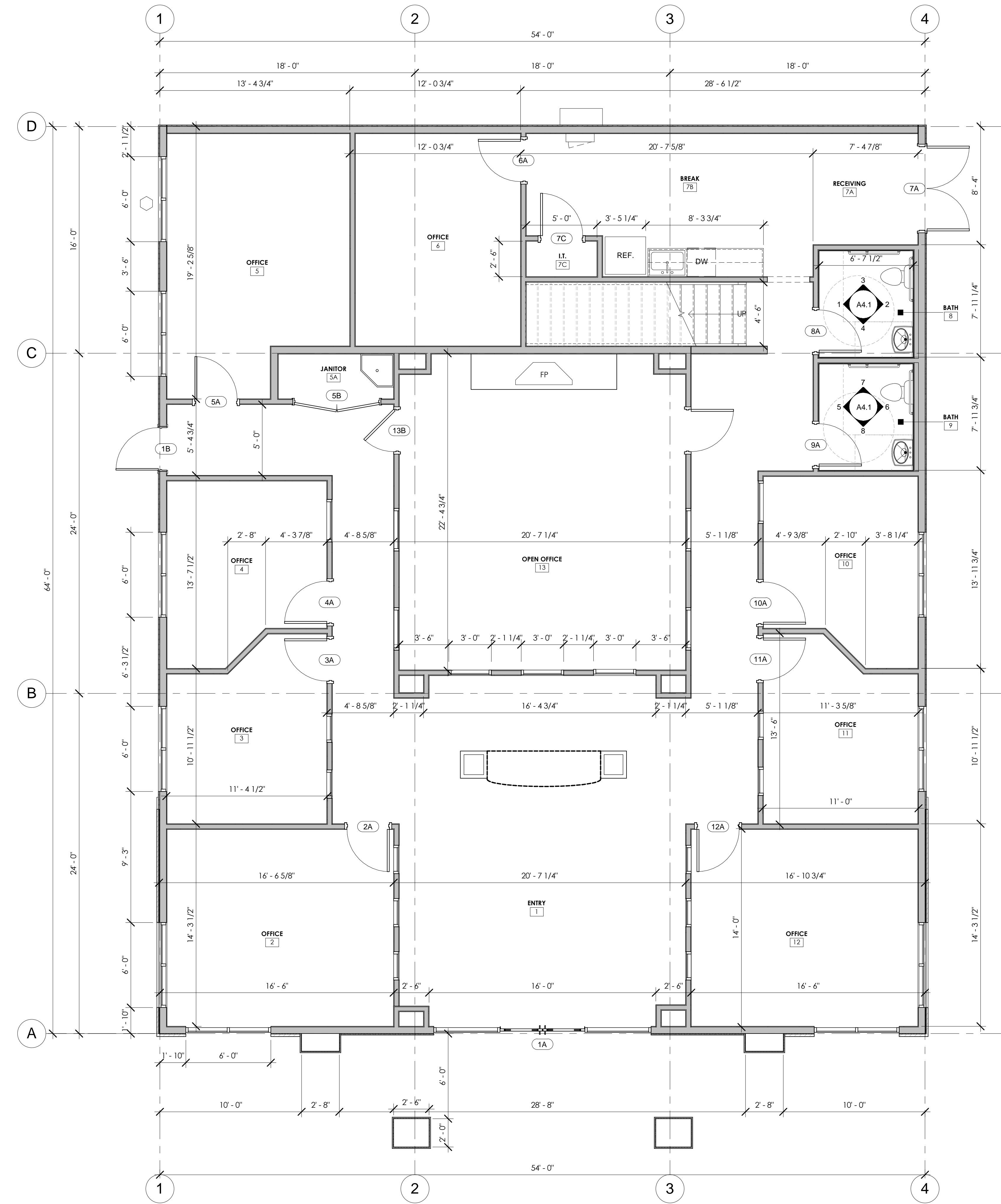
- | | |
|--|--|
| A | RAINBIRD ESP-ME ENHANCED MODULAR CONTROLLER MOUNTED ON EXT. WALL IN WATER PROOF CABINET |
| ZONE 1
DK GRN
1"
SPRAY | VALVE STATION NUMBER
WIRE COLOR
VALVE SIZE
TYPE OF IRRIGATION |
| | POINT OF CONNECTION |
| | REDUCED PRESSURE BACKFLOW ASSEMBLY
FEBCO 860 RPZ BACKFLOW PREVENTER
1" FPT FEB860-100 |
| | ELECTRIC REMOTE CONTROL VALVE |
| | WYE STRAINER FOR DRIP ZONES |
| | PVC BALL VALVE |
| (PIPE SIZE) | PRESSURIZED MAINLINE PIPE & SIZE (PVC SCHEDULE 40 PIPE OR PE) |
| | 4" PVC OR SDR-35 SLEEVE |
| | 1/2" DRIP LINE AND EMITTERS (PE PIPE AND MICROLINE WITH PRESSURE COMPENSATING MODULES OR APPROP. EQUAL-ENDCAPS AS NECESSARY) |



6 Wire Connection

NTS

Revisions:
CITY OF CORTEZ COMMENTS 9/5/2023
RB - 10/03/2023



1 MAIN LEVEL - FLOOR PLAN
A1.1 1/4" = 1'-0"

ROOM FINISH SCHEDULE								
#	NAME	FLOOR FINISH	BASE FINISH	WALL FINISHES				CEILING FINISH
				N	S	E	W	CEILING HEIGHT
1	ENTRY							
2	OFFICE							
3	OFFICE							
4	OFFICE							
5	OFFICE							
5A	JANITOR							
6	OFFICE							
7A	RECEIVING							
7B	BREAK							
7C	I.T.							
8	BATH							
9	BATH							
10	OFFICE							
11	OFFICE							
12	OFFICE							
13	OPEN OFFICE							
29	STORAGE							
30	STORAGE							

FLOOR	BASE	WALLS	CEILING
1. LVT	1. 6" RUBBER	1. GYP.BD.	1. SAG
2. CPT	2. WALL TILE	2. WALL TILE	2. GYP.BD.
3. TILE			

RESTROOM ACCESSORIES

PROVIDE INDICATED PRODUCTS BY BRADLEY CORPORATION, BOBRICK, OR APPROVED EQUAL.

NOTE: ACCESSORY ITEMS SHALL BE THE STANDARD PRODUCTS OF "BOBRICK WASHROOM EQUIPMENT COMPANY", "AMERICAN STANDARD" OR APPROVED EQUAL, CATALOGUE NO. AS LISTED. ITEMS ESTABLISH MINIMUM APPEARANCE, FUNCTION AND QUALITY STANDARDS AS ACCEPTABLE.

QTY	ITEM	MFG.	MODEL NUMBER	NOTES
(2)	18" GRAB BAR	BOBRICK OR EQUAL	#B-6206 X 18"	1-1/4" (O.D.) STAINLESS STEEL
(2)	36" GRAB BAR	BOBRICK OR EQUAL	#B-6206 X 36"	1-1/4" (O.D.) STAINLESS STEEL
(2)	42" GRAB BAR	BOBRICK OR EQUAL	#B-6202 X 42"	1-1/4" (O.D.) STAINLESS STEEL
(2)	MIRROR			OFGI
(2)	TOILET PAPER DISPENSER			OFOI
(2)	SOAP DISPENSER			OFOI
(2)	PAPER TOWEL DISPENSER			OFOI

MATERIALS:

STAINLESS STEEL:

ASTM A666, TYPE 304 WITH SATIN NO. 4 FINISH, 22 GAUGE MINIMUM UNLESS OTHERWISE INDICATED.

SHEET STEEL:

COLD-ROLLED, COMMERCIAL QUALITY ASTM A366, 20 GAUGE MINIMUM, UNLESS OTHERWISE INDICATED. SURFACE PREPARATION AND METAL PRETREATMENT AS REQUIRED FOR APPLIED FINISH.

CHROMIUM PLATING:

NICKEL AND CHROMIUM ELECTRO-DEPOSITED ON BASE METAL, ASTM B456, TYPE SC 2.

MIRROR GLASS:

ASTM C1036, TYPE I, CLASS I, QUALITY Q2, 24"X30", 1/4 INCH THICK, WITH SILVER COATING. COPPER PROTECTIVE COATING AND NON-METALLIC PAINT COATING COMPLYING WITH FS DD-M-411.

GALVANIZED STEEL MOUNTING DEVICES:

ASTM A153, HOT-DIP GALVANIZED AFTER FABRICATION. FASTENERS:

SCREWS, BOLTS AND OTHER DEVICES OF SAME MATERIAL AS ACCESSORY UNIT OR OF GALVANIZED STEEL WHERE CONCEALED.

ACCESSORIES:

INCLUDE ANCHORAGE DEVICES, TRIM, ACCESSORIES AS REQUIRED, FOR COMPLETE INSTALLATION.

PARTITIONS:

ONE POINT PARTITIONS
831-777-2717
SOLID PLASTIC
STANDARD COLOR

REVISION:

#	DATE	COMMENTS
---	------	----------

DD
PRELIMINARY

PROJECT NO:

2228

SHEET NAME:

MAIN LEVEL PLAN

DATE:

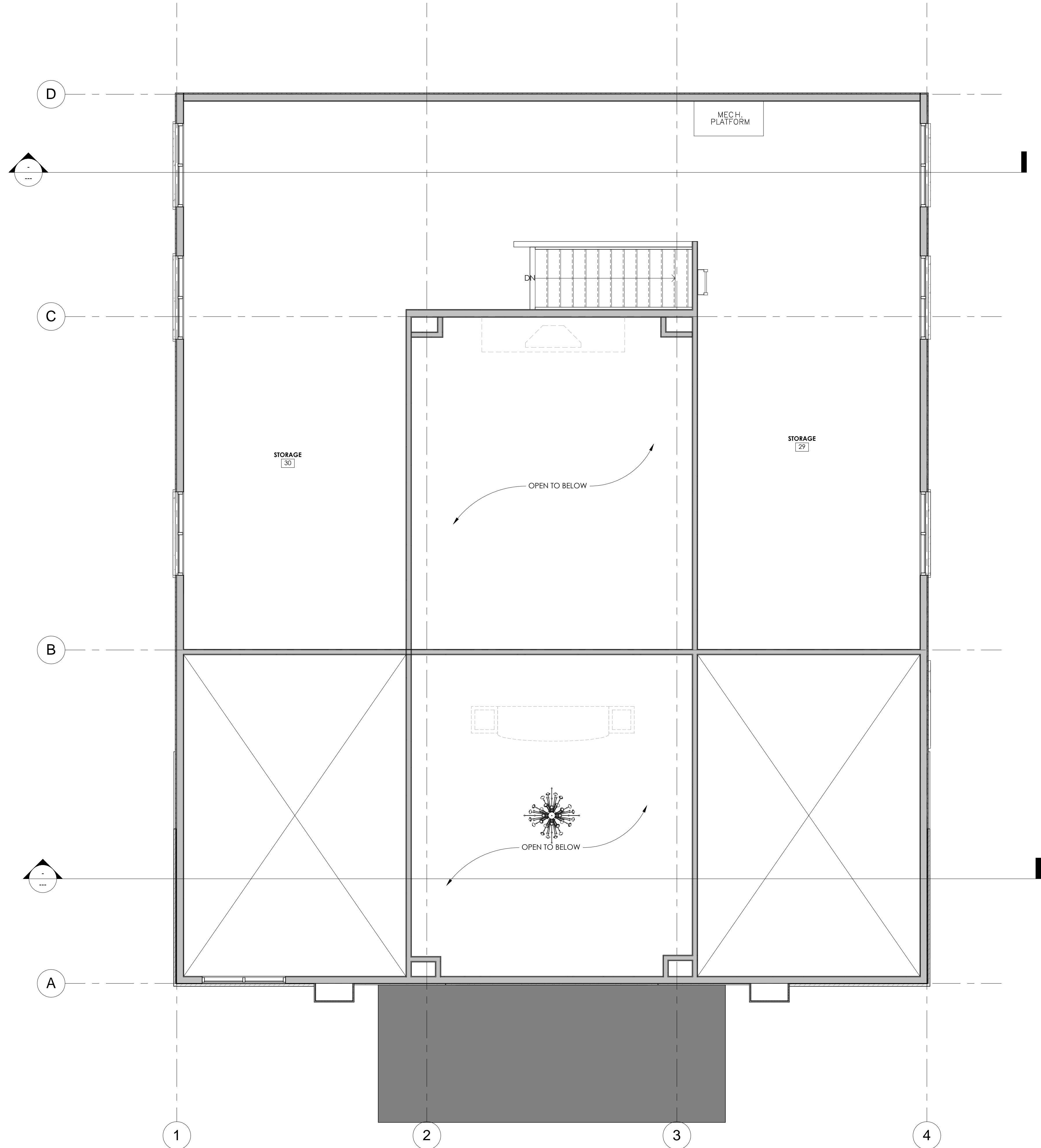
09/20/2022

SHEET NO:

A1.1

SCALE:

As indicated



MAJOR MORTGAGE

LOTS 17, 18, 19A N. SLIGO ST.
CORTEZ, CO

REVISION:		
#	DATE	COMMENTS

DD
PRELIMINARY

PROJECT NO:
2228

SHEET NAME:
UPPER LEVEL PLAN

DATE: 09/20/2022

SHEET NO:

A1.2

SCALE: 1/4" = 1'-0"

1 UPPER LEVEL - FLOOR PLAN
A1.2 1/4" = 1'-0"

NOT FOR CONSTRUCTION

LEGEND

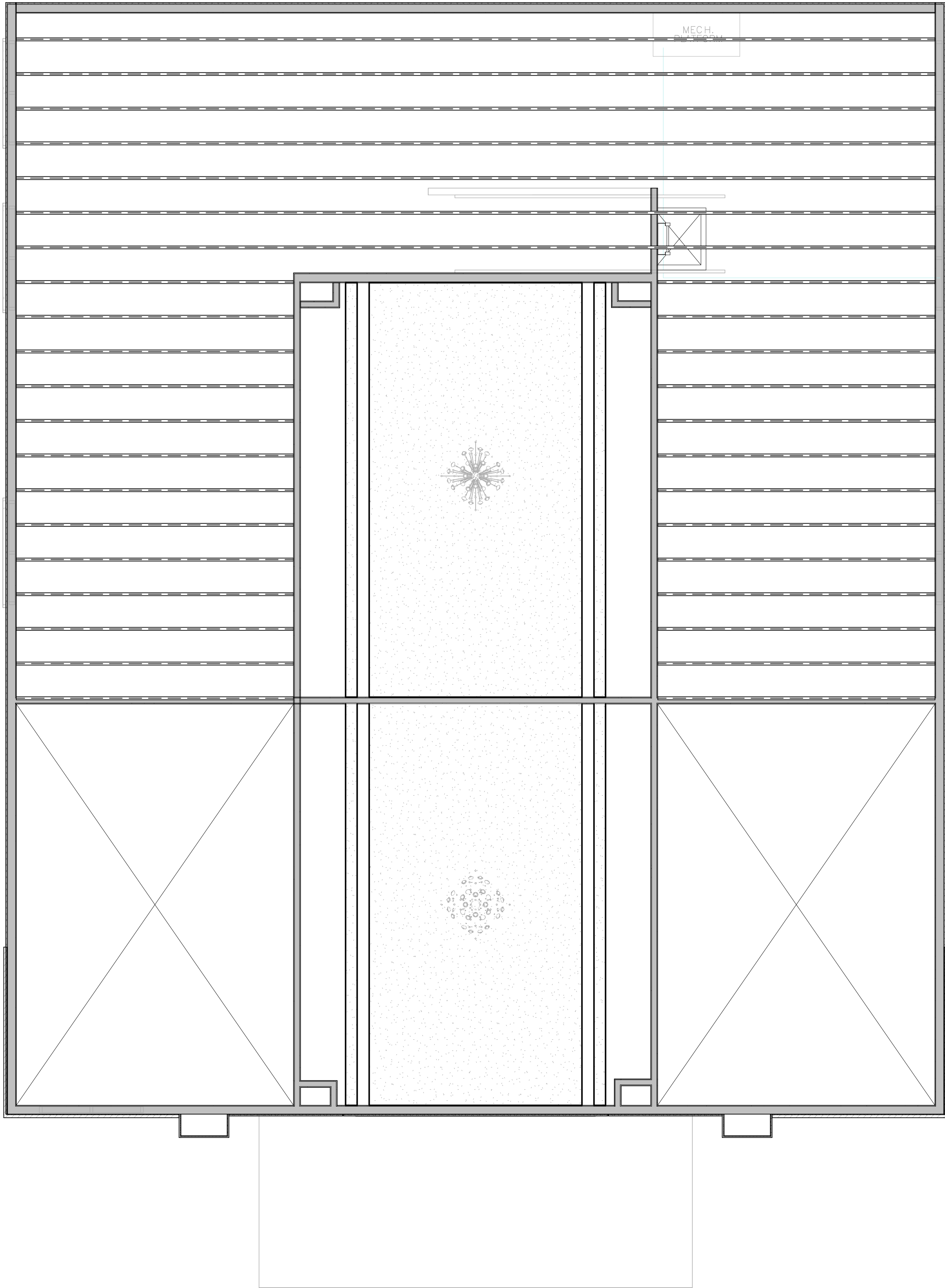
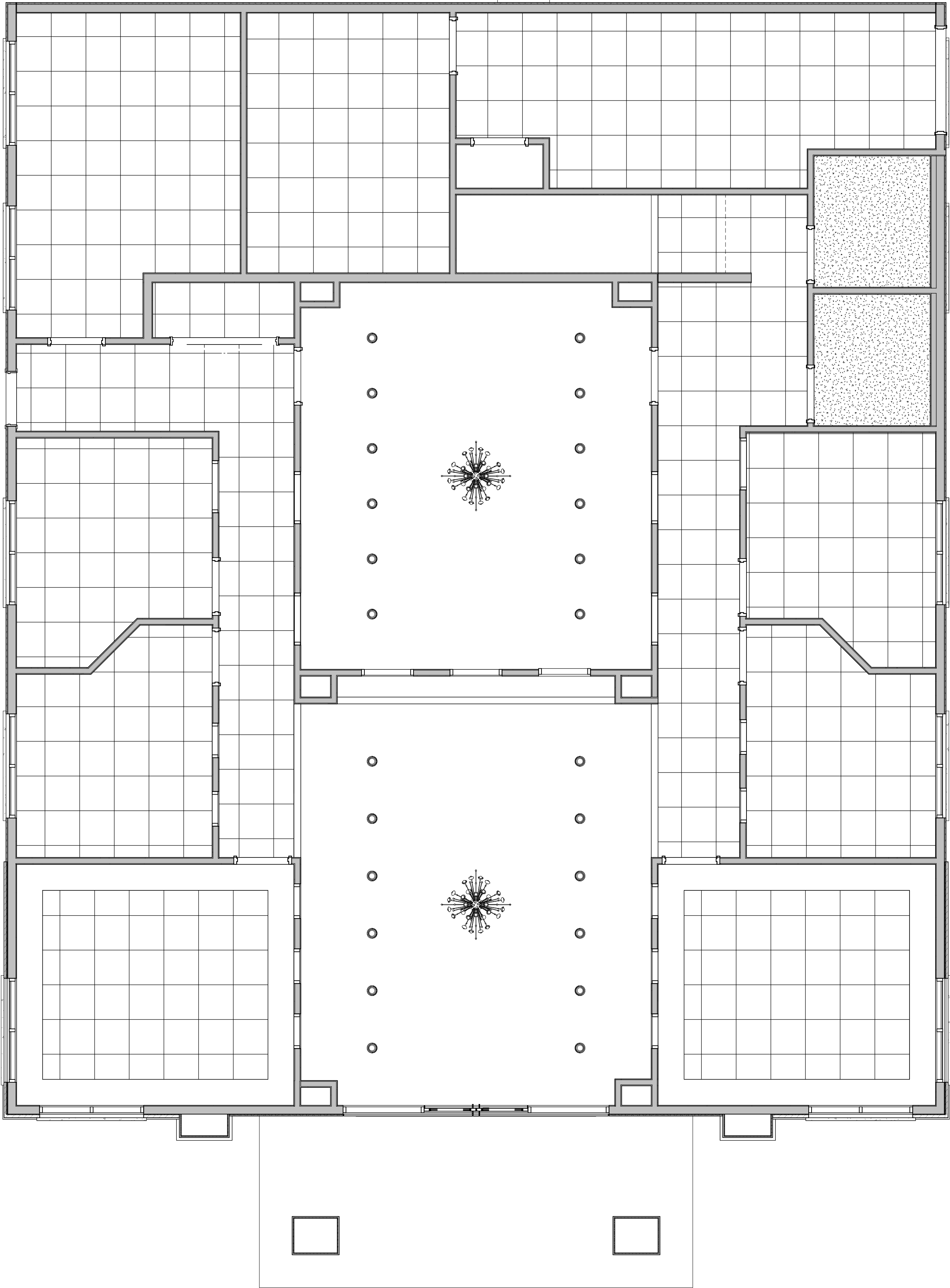
- 1 GYP BD, PAINT
- 2 2x2 GRID
- 3 EXPOSED TO EXISTING STRUCTURE, PAINT BLACK - BY OWNER

- 6" X 4" TO 8" RECESSED LINEAR FLUORESCENT, RE: ELEC
- 2'X4' RECESSED LIGHT, RE: ELEC
- 2'X2' RECESSED LIGHT, RE: ELEC

- PENDANT, RE: ELEC
- DOWNLIGHT, RE: ELEC

- SUPPLY AIR GRILLE, RE: MECH
- EXHAUST FAN, RE: MECH
- RETURN AIR GRILLE, RE: MECH
- EXIT SIGN, INDICATING DIRECTIONAL ARROW & SIGN ORIENTATION, RE: ELEC

- NOTE:
CENTER LIGHT FIXTURES IN SPACE AS SHOWN ON REFLECTED CEILING PLANS WHEN LIGHT FIXTURES ARE NOT DIMENSIONED, (TYP)
- OCCUPANCY SENSOR, RE: ELEC
- SMOKE DETECTOR, RE: ELEC



MAJOR MORTGAGE

LOTS 17, 18, 19A N. SLIGO ST.
CORTEZ, CO

REVISION:

DD
PRELIMINARY

PROJECT NO:

2228

SHEET NAME:

REFLECTED CEILING PLAN

DATE:

09/20/2022

SHEET NO:

A1.3

SCALE:

1/4" = 1'-0"

NOT FOR CONSTRUCTION

1 MAIN LEVEL REFLECTED CEILING PLAN
A1.3 1/4" = 1'-0"

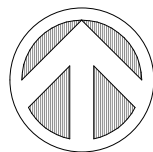
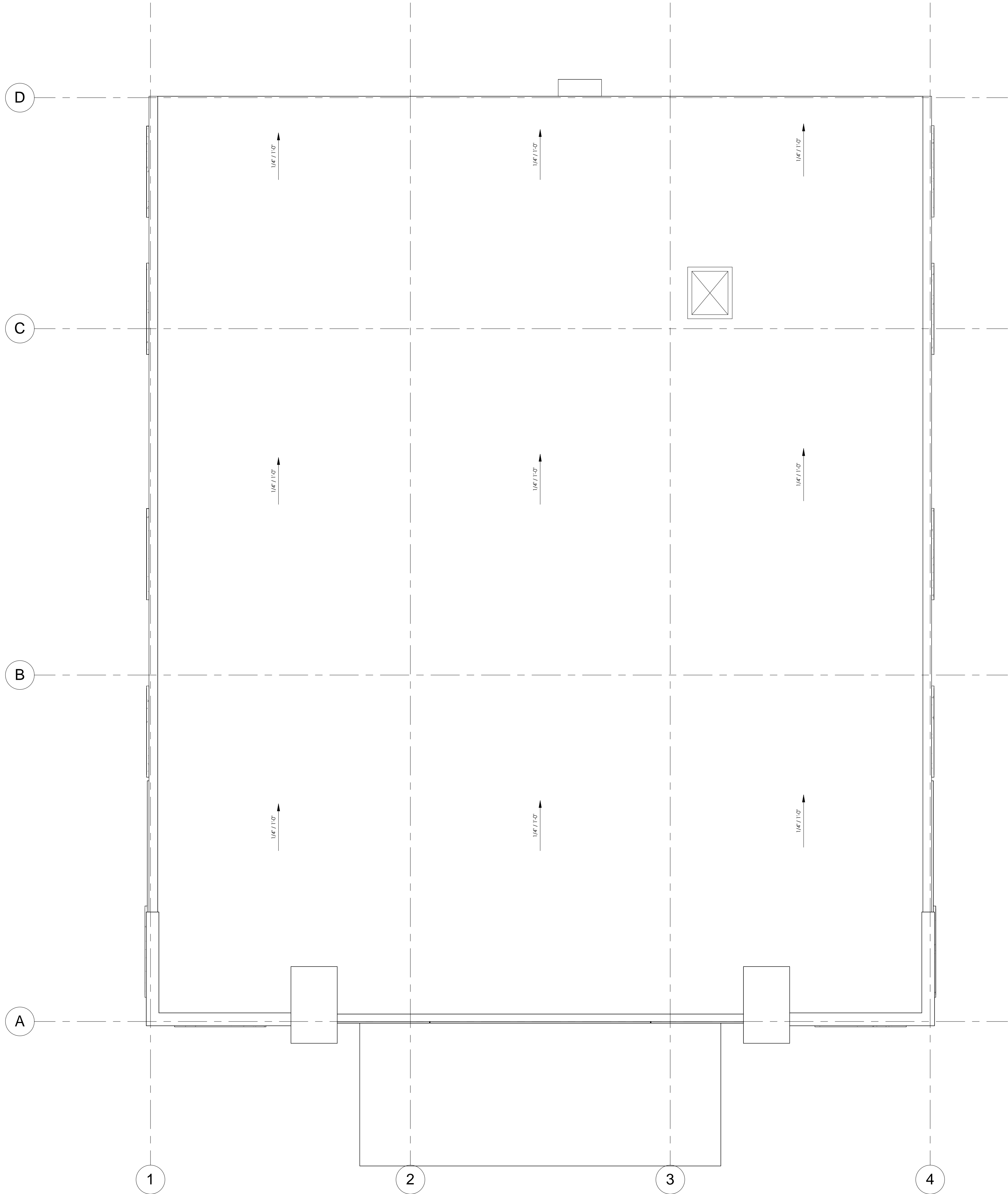
2 UPPER LEVEL REFLECTED CEILING PLAN
A1.3 1/4" = 1'-0"

ROOFING SHALL COMPLY
WITH 2018 IBC, CHAPTER 9

ROOFING SHALL BE INSTALLED
IN ACCORANCE WITH MFRS.
INSTRUCTIONS AND
RECOMMENDATIONS

THE CLIMATE ZONE AND ROOF
PITCH SHALL BE TAKEN INTO
CONSIDERATION WHEN
CHOOSING ROOFING
MATERIALS AND METHODS

LOW PITCH RATED ASPHALT
SHINGLE ROOFING SYSTEM WITH
ICE AND WATER SHIELD OR
APPROPRIATE UNDERLAYMENT
WHERE REQUIRED - RE: MFR'S
SPECS. - WALLS TO BE PROTECTED
W/ ICE AND WATER SHIELD ALSO



1
A1.4

ROOF
1/4" = 1'-0"

MAJOR MORTGAGE

LOTS 17, 18, 19A N. SLIGO ST.
CORTEZ, CO

REVISION:		
#	DATE	COMMENTS

DD
PRELIMINARY

PROJECT NO:
2228

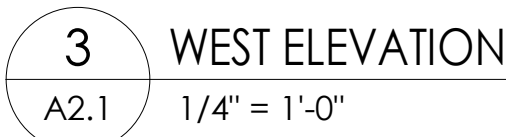
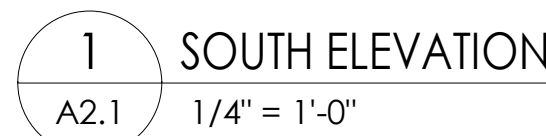
SHEET NAME:
ROOF PLAN

DATE: 09/20/2022

SHEET NO:
A1.4

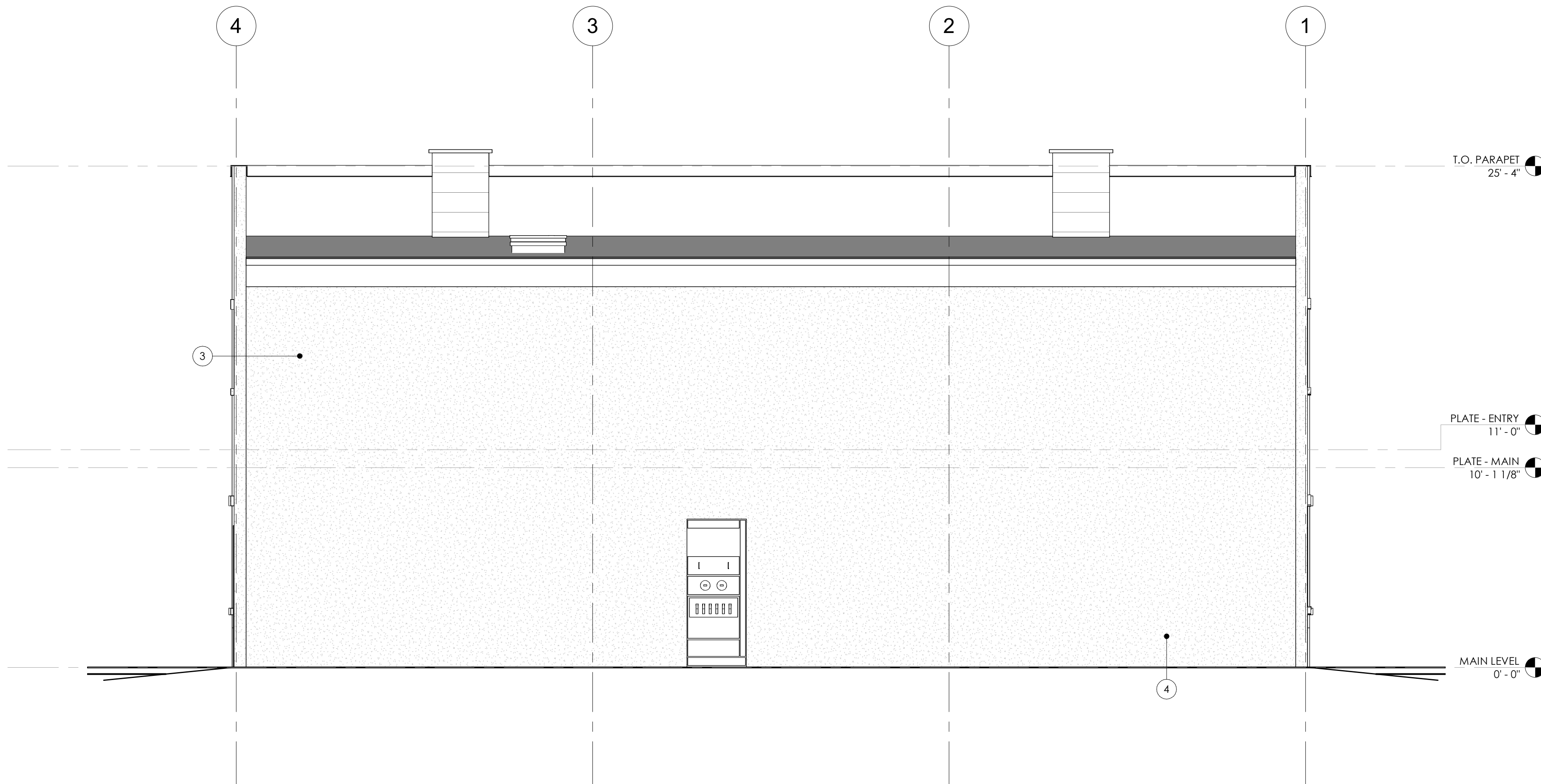
SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

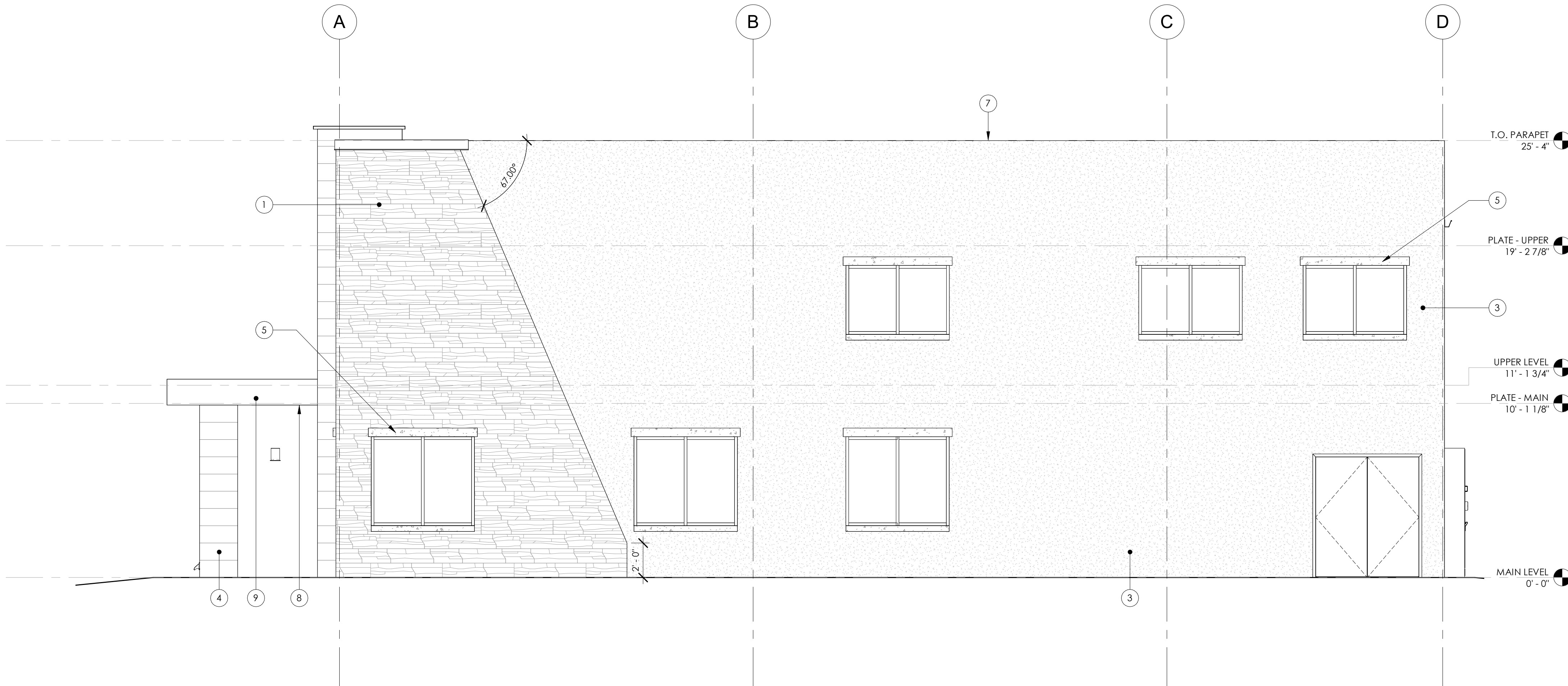


SCALE: As indicated

NOT FOR CONSTRUCTION



1 NORTH ELEVATION
A2.2 1/4" = 1'-0"



2 EAST ELEVATION
A2.2 1/4" = 1'-0"

SYMBOL LEGEND - ELEVATION

(A) ---	- GRID LINE	(#)	- WALL TYPE
(101A)	- DOOR TAG	(A1.1)	- ELEVATION SYMBOL
(AL) (HM)	- WINDOW TAG	(1) TYP	- SECTION SYMBOL
(CL)	- CENTERLINE	(1) A1.1	- CALLOUT SYMBOL
(---)	- WALL ABOVE OR HIDDEN LINE	(##)	- KEYNOTE SYMBOL
(---)	- MATCH LINE		
(##)	- KEYNOTE SYMBOL		

LVT - LUXURY VINYL TILE
CLG - CEILING
WH - WATER HEATER
FURN - FURNACE
CONC - CONCRETE

MSTR - MASTER

- GENERAL ELEVATION NOTES**
- A. REFER TO MEP FOR HVAC, LIGHTING, POWER SIZE SIZE AND LOCATIONS
 - B. REFER TO STRUCTURAL DRAWINGS FOR STRUCTURAL BEAMS, WALLS, COLUMNS SIZE AND LOCATIONS
 - C. REFER TO SHEET A0.0 FOR PUBLIC SPACES ADA STANDARDS FOR ACCESSIBLE DESIGN
 - D. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT PRIOR TO CONTINUING CONSTRUCTION.
 - E. ITEMS NOT NOTED ON THE DRAWINGS SHALL BE CONSIDERED THE SAME AS NOTED ITEMS WHICH ARE GRAPHICALLY REPRESENTED IN THE SAME MANNER.
 - F. PROVIDE TREATED SOLID WOOD (AT COMBUSTIBLE CONSTRUCTION) AND STEEL STUD (AT NON-COMBUSTIBLE CONSTRUCTION) BLOCKING FOR ALL WALL EQUIPMENT, TOILET ACCESSORIES, MILLWORK AND OTHER WALL MOUNTED ITEMS. SEE ELEVATIONS AND EQUIPMENT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - G. CONTRACTOR SHALL CAULK AT THE INTERFACE OF INTERIOR FACES OF DOOR FRAMES WITH ADJACENT MATERIALS THOUGH JOINT MAY NOT BE VISIBLE.
 - H. PROVIDE TRANSITION STRIPS BETWEEN FLOOR MATERIALS OF DISSIMILAR HEIGHTS. CENTER TRANSITION STRIPS UNDER DOORS OR OTHER PLACES OUT OF SIGHT.
 - I. NEW IMA DOOR FRAMES SHALL MATCH EXISTING FOR PROFILE AND CONSTRUCTION.
 - J. PROVIDE POSITIVE SLOPE ON ALL FLOOR DRAINS, MINIMUM OF 1/8" PER FOOT. SLOPE FLOOR ALL AROUND FROM ADJACENT WALLS TO FLOOR DRAINS. DO NOT DEPRESS ONLY THE AREA IMMEDIATELY AROUND THE DRAIN.
 - K. REFER TO THE MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR THE LOCATIONS OF PIPING, VENTS, DUCTS, CURBS, FANS AND OTHER ITEMS WHICH PENETRATE THE ROOF PLANE.

ELEVATION KEYNOTES

1.	STONE VENEER (INSTALL PER MANUF. SPEC.)
2.	STONE CAP (INSTALL PER MANUF. SPEC.)
3.	STUCCO FINISH (INSTALL PER MANUF. SPEC.)
4.	HORIZONTAL METAL SIDING (INSTALL PER MANUF. SPEC.)
5.	PRE-CAST CONC UNTEL RE: STRUCTURAL.
6.	PRE-CAST CONC. SILL.
7.	PRE-FINISHED MTL PARAPET CAP.
8.	PRE-FINISHED METAL SOFFIT
9.	PRE-FINISHED METAL FASCIA
10.	GUTTER
11.	DOWNSPOUT, CONNECT TO SITE DRAINAGE, RE: CIVIL.
12.	LAMB TONGUE DRAIN
13.	MEMBRANE ROOFING
14.	GAS METERS, RE: MEP
15.	ELECTRICAL METERS, RE: MEP
16.	A/C, RE: MEP

kda
KRAAIDESIGN
ARCHITECTURE
573 W. CRETE CIR, BLDG 201
GRAND JUNCTION, CO 81505
T: 970.712.5045

MAJOR MORTGAGE
LOTS 17, 18, 19A N. SLIGO ST.
CORTEZ, CO

REVISION:		
#	DATE	COMMENTS
COORDINATION SET		
PROJECT NO: 2228		
SHEET NAME: EXTERIOR ELEVATIONS		
DATE: 06/12/2023		
SHEET NO: A2.2		
SCALE: As indicated		

**GEOTECHNICAL ENGINEERING STUDY
PROPOSED MAJOR MORTGAGE OFFICE STRUCTURE**

Cortez, Colorado

January 12, 2023

PREPARED FOR:

Stephen Candelaria
Candelaria Construction, Inc.
Email: scandelaria@candelariaconstruction.com
PROJECT NO. 57726GE

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1.0 REPORT INTRODUCTION

This report presents our geotechnical engineering recommendations for the proposed Major Mortgage Office Building. This report was requested by Stephen Candelaria, Candelaria Construction, and was prepared in accordance with our proposal dated December 16, 2022, Proposal No. 22411P.

As outlined within our proposal for services for this project the client is responsible for appropriate distribution of this report to other design professionals and/or governmental agencies unless specific arrangements have been made with us for distribution.

Geotechnical engineering is a discipline which provides insight into natural conditions and site characteristics such as; subsurface soil and water conditions, soil strength, swell (expansion) potential, consolidation (settlement) potential, and often slope stability considerations. The information provided by the geotechnical engineer is utilized by many people including the project owner, architect or designer, structural engineer, civil engineer, the project builder and others. The information is used to help develop a design and subsequently implement construction strategies that are appropriate for the subsurface soil and water conditions, and slope stability considerations. We are available to discuss any aspect of this report with those who are unfamiliar with the recommendations, concepts, and techniques provided below.

This geotechnical engineering report is the beginning of a process involving the geotechnical engineering consultant on any project. It is imperative that the geotechnical engineer be consulted throughout the design and construction process to verify the implementation of the geotechnical engineering recommendations provided in this report. Often the design has not been started or has only been initiated at the time of the preparation of the geotechnical engineering study. Changes in the proposed design must be communicated to the geotechnical engineer so that we have the opportunity to tailor our recommendations as needed based on the proposed site development and structure design.

The following outline provides a synopsis of the various portions of this report;

- ❖ Section 1.0 provides an introduction and an establishment of our scope of service.
- ❖ Sections 2.0 and 3.0 of this report present our geotechnical engineering field and laboratory studies
- ❖ Sections 4.0 through 7.0 presents our geotechnical engineering design parameters and recommendations which are based on our engineering analysis of the data obtained.
- ❖ Section 8.0 provides a brief discussion of construction sequencing and strategies which may influence the geotechnical engineering characteristics of the site. Ancillary information such as some background information regarding soil corrosion and radon considerations is also presented as general reference.
- ❖ Section 9.0 provides our general construction monitoring and testing recommendations.
- ❖ Section 10.0 provides our limitations.

The data used to generate our recommendations are presented throughout this report and in the attached figures.

All recommendations provided within this report must be followed in order to achieve the intended performance of the foundation system and other components that are supported by the site soil.

1.1 Proposed Construction

Generally, we understand that the proposed project consists of designing and constructing an approximate 2,600 square foot (plan area) two-story office building that is supported by a steel reinforced concrete foundation system. We understand that the lower-level floor is proposed to be concrete slab-on-grade.

General architectural concept drawings and preliminary foundation drawings were reviewed as part of the preparation of this report. Grading plans were not available at the time of this report, therefore the proposed finished floor elevation and foundation support elevation(s) are not known. We assume the structure finished floor elevation will be located at or within a few feet below the present site grade elevation. Grading for the structure is assumed to be relatively minor with cuts of approximately 3 feet or less. We assume relatively light foundation loadings, typical of the proposed type of construction. When final building location, grading and loading information have been developed, we should be notified to re-evaluate the recommendations presented in this report.

2.0 FIELD STUDY

2.1 Site Description and Geomorphology

The project site is located adjacent to the east side of North Sligo Street, about 350 feet north of the intersection of North Sligo Street and Highway 160 (East Main Street) in Cortez, Colorado. The general vicinity of the project site is indicated below as Figure 2.1. A more detailed aerial view of the project site is provided as Figure 2.2 in Section 2.2 of this report below. The imagery used for Figures 2.1 and 2.2 were obtained from Google Earth (imagery date: 10/12/2017).

Figure 2.1: General Project Location



The project area currently consists of undeveloped land. The ground surface slopes down to the west (towards North Sligo Street) with a slope inclination ranging from about 10:1; horizontal to vertical) in the eastern to central area of the project site, to about 5:1; h:v in the western project site area.

The geomorphology in the vicinity of the project site consists of relatively shallow sandy clay and silt loess deposits overlying the Dakota Sandstone formation. The formational materials encountered in the vicinity of the project site generally consist of hard to very hard and tan to brown sandstone with interbedded layers of claystone and shale. The actual subsurface conditions encountered at our test boring locations are generally discussed in Section 2.2 below. The logs of the subsurface conditions presented in Appendix A may be referenced for more detailed geotechnical related information.

2.2 Subsurface Soil and Water Conditions

We advanced four continuous flight auger test borings in the vicinity of our understanding of the proposed structure location. A schematic showing the approximate boring locations is provided below as Figure 2.2. The logs of the soils encountered in our test borings are presented in Appendix A.

Figure 2.2: Approximate Test Boring Locations



The schematic presented above was prepared using notes and field measurements obtained during our field exploration and is intended to show the approximate test boring locations for reference purposes only.

Generally, we encountered soft to stiff/dense and very moist to moist sand and clay soil from the ground surface to depths ranging from about 2 to 4 feet below the ground surface where we encountered the Dakota Sandstone formation. Scattered gravels were encountered within the sand and clay soils in some of the test borings. The upper approximate 1 to 2 feet of formational

materials was relatively weathered, becoming hard to very hard at depths ranging from about 3 to 4 feet below the ground surface elevation. The test borings were advanced to auger refusal on very hard sandstone at depths ranging from about 6 to 10 feet below the ground surface elevation. The shallow sand and clay soils exhibited a low swell potential and moderate to high consolidation potential.

We did not encounter free subsurface water in our test borings at the time of the advancement of our test borings at the project site, however very moist soil conditions were encountered, likely due to recent rain and snowmelt at the time of our January 4, 2023 field study. We suspect that the subsurface water elevation and soil moisture conditions will be influenced by snow melt and/or precipitation and local irrigation. Due to the relatively shallow and impermeable nature of the formational materials, we anticipate that temporary subsurface water could develop on or near the surface of the formational materials during periods of high precipitation or snowmelt.

The logs of the subsurface soil conditions encountered in our test borings are presented in Appendix A. The logs present our interpretation of the subsurface conditions encountered in the test borings at the time of our field work. Subsurface soil and water conditions are often variable across relatively short distances. It is likely that variable subsurface soil and water conditions will be encountered during construction. Laboratory soil classifications of samples obtained may differ from field classifications.

2.3 General Excavation Considerations

As discussed above, the formational sandstone materials became hard to very hard at depths ranging from about 3 to 4 feet below the existing site ground surface elevation. Near auger refusal occurred at depths ranging from about 3½ to 4½ feet in Test Boring TB-2 and at depths ranging from about 4 to 6 feet in Test Boring TB-4 within very hard sandstone layers. The formational materials generally become less competent below this initial very hard layer, however very hard sandstone materials were once again encountered at depths ranging from about 6 to 10 feet below the ground surface where auger refusal occurred.

We anticipate that the formational materials can be excavated with conventional excavation equipment to the anticipated foundation support elevation, however this may require significant effort (including percussive excavation equipment) in some locations. We should be contacted once the foundation support elevation is known to further discuss potential excavation of the site. Blasting must be avoided if possible. We must be contacted if blasting is proposed and/or becomes necessary.

2.4 Site Seismic Classification

The seismic site class as defined by ASCE 7, Chapter 20 is based on some average values of select soil characteristics such as shear wave velocity, standard penetration test result values, undrained shear strength, and plasticity index.

Based on our standard penetration field tests and laboratory test results, the subsurface conditions for the project are consistent with the criteria for a Site Class C designation as outlined in ASCE 7, Chapter 20.

3.0 LABORATORY STUDY

The laboratory study included tests to estimate the strength, swell and consolidation potential of the soils tested. We performed the following tests on select samples obtained from the test borings. The laboratory test results are provided in Appendix B.

- Moisture Content and Dry Density
- Sieve Analysis (Gradation)
- Atterberg Limits, Liquid Limit, Plastic Limit and Plasticity Index
- Swell Consolidation Tests

A synopsis of some of our laboratory data for some of the samples tested is tabulated below.

Sample Designation	Percent Passing #200 Sieve	Atterberg Limits LL/PI	Moisture Content (percent)	Dry Density (PCF)	Measured Swell Pressure (PSF)	Swell or Consolidation Potential
TB-2 @ 1 foot	-	-	5.5	106.0	<100	0.0 (% under 100 psf load)
TB-2 @ 2 feet	-	-	4.9	122.6	500	0.3 (% under 100 psf load)
TB-3; 0-3.5 feet	45	25/10	-	-	-	-
TB-3 @ 4 feet	-	-	5.7	111.9	<100	0.0 (% under 100 psf load)
TB-4 @ 1 foot	-	-	6.6	115.7	<100	0.0 (% under 100 psf load)

***NOTES:**

1. We determine the swell pressure as measured in our laboratory using the constant volume method. The graphically estimated load-back swell pressure may be different from that measured in the laboratory.
2. Negative Swell-Consolidation Potential indicates compression under conditions of loading and wetting.
3. * = Swell-Consolidation test performed on remolded sample due to rock content. Test results should be considered an estimate only of the swell or consolidation potential at the density and moisture content indicated.

4.0 FOUNDATION RECOMMENDATIONS

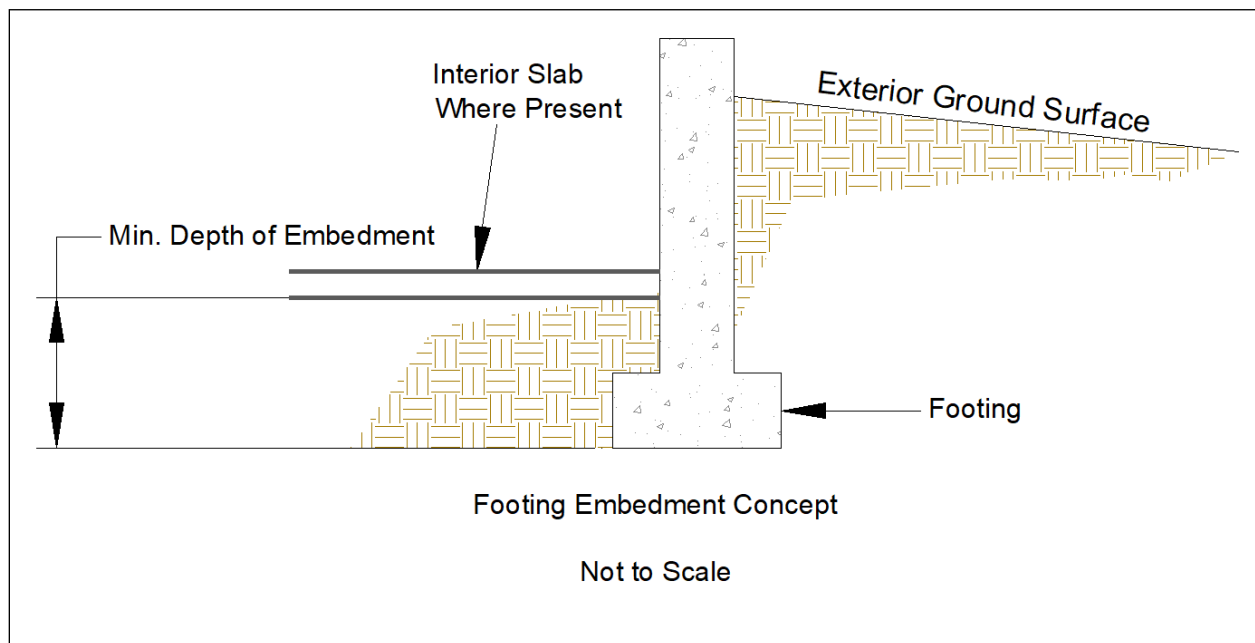
Based on the subsurface conditions encountered during our field study and the laboratory test results, the structure may be supported by a spread footing foundation system that is either supported directly on the competent formational sandstone materials, or is supported on a layer of compacted imported structural fill that extends to the competent formational sandstone materials. Our recommendations for spread footings are presented in Section 4.1 below. We are available to provide recommendations for alternative types of foundation systems at your request.

The integrity and long-term performance of the foundation system is influenced by the quality of workmanship which is implemented during construction. It is imperative that all excavation and fill placement operations be conducted by qualified personnel using appropriate equipment and techniques to provide suitable support conditions for the foundation system.

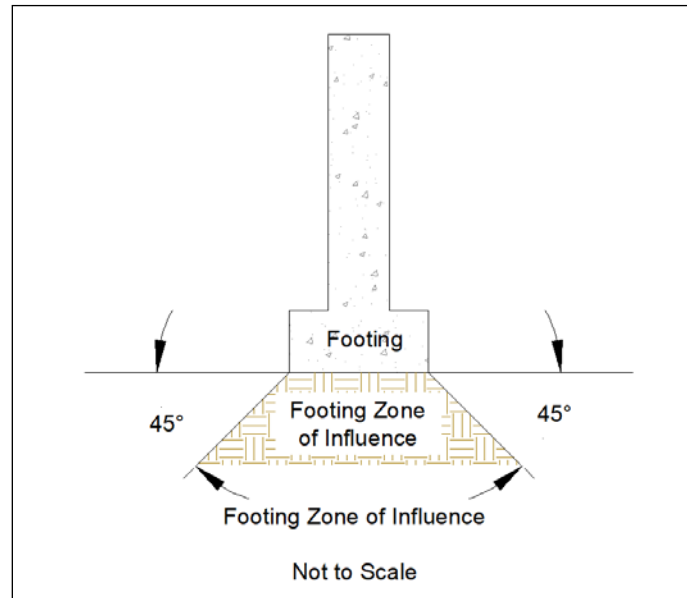
4.1 Spread Footings

Spread footings may be supported directly by the clean, competent formational material or on a blanket of compacted structural fill which extends to the clean and competent formational materials. We encountered the competent formational materials at depths ranging from about 3 to 4 feet below the ground surface at the test boring locations. We anticipate that at least a leveling course of structural fill will be necessary to achieve a uniform bearing elevation in some locations due to the anticipated excavation characteristics of the formational material.

The spread footings may be designed using an allowable gross bearing capacity of 3,500 pounds per square foot. The bearing capacity may be increased by 20 percent due to transient loads. All footings should have a minimum depth of embedment of at least one 1 foot. The embedment concept is shown below.



The compacted structural fill (if used) should be placed and compacted as discussed in the Construction Considerations, "Fill Placement Recommendations" section of this report, below. The zone of influence of the footing (at elevations close to the bottom of the footing) is often approximated as being between two lines subtended at 45 degree angles from each bottom corner of the footing. The compacted structural fill should extend beyond the zone of influence of the footing as shown in the sketch below.



A general and simple rule to apply to the geometry of the compacted structural fill blanket is that it should extend beyond each edge of the footing a distance which is equal to the fill thickness.

We estimate that the footings designed and constructed above will have a total post construction settlement in the range of about ½ inch or less. Differential settlement between footings placed directly on the competent formational sandstone materials versus footings placed on up to 2½ feet of compacted structural fill will be in the range of about ½ inch or less. Under no circumstances should any footing be supported by more than 2½ feet of compacted structural fill material unless we are contacted to review the specific conditions supporting these footing locations.

All footings should be support at an elevation deeper than the maximum depth of frost penetration for the area. This recommendation includes exterior isolated footings and column supports. Please contact the local building department for specific frost depth requirements.

The post construction differential settlement may be reduced by designing footings that will apply relatively uniform loads on the support soils. Concentrated loads should be supported by footings that have been designed to impose similar loads as those imposed by adjacent footings.

The design concepts and parameters presented above are based on the soil conditions encountered in our test borings. We should be contacted during the initial phases of the foundation excavation at the site to assess the soil support conditions and to verify our recommendations.

Some movement and settlement of any shallow foundation system will occur after construction. Movement associated with swelling soils also occurs occasionally. Utility line connections through and foundation or structural component should be appropriately sleeved to reduce the potential for damage to the utility line. Flexible utility line connections will further reduce the potential for damage associated with movement of the structure.

5.0 RETAINING STRUCTURES

We anticipate that exterior retaining wall structures may be considered as part of the site development. Lateral loads will be imposed on the retaining structures by the adjacent soils and, in some cases, additional surcharge loads will be imposed on the retained soils from vehicles or adjacent structures. The loads imposed by the soil are commonly referred to as lateral earth pressures. The magnitude of the lateral earth pressure forces is partially dependent on the soil strength characteristics, the geometry of the ground surface adjacent to the retaining structure, the subsurface water conditions and on surcharge loads.

The retaining structures may be designed using the values tabulated below. The values tabulated for the native soil backfill materials are appropriate for the sandy clay soils that overlie the formational sandstone materials. The values tabulated for the imported granular fill are appropriate for materials that meet CDOT Class 6 specifications.

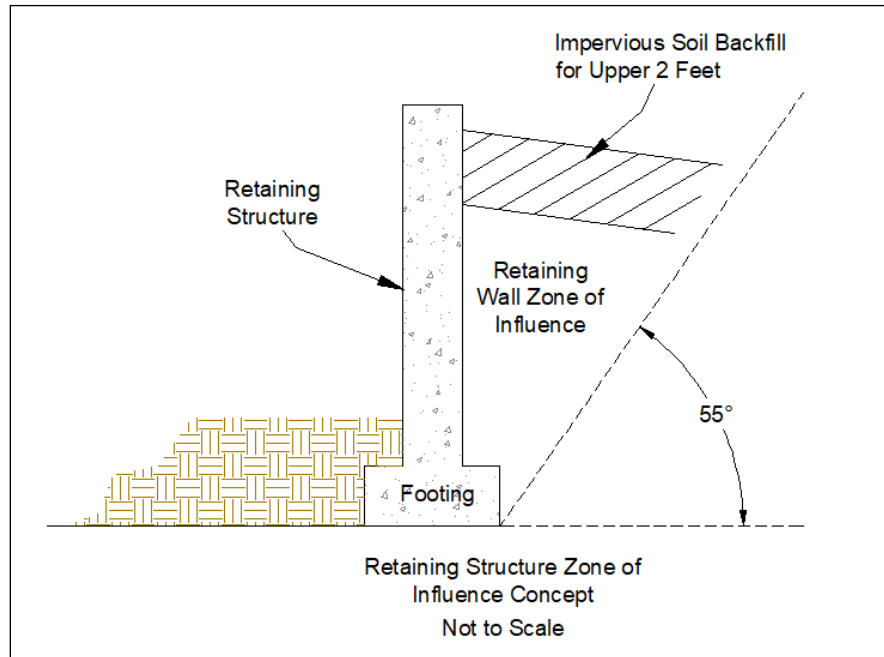
Lateral Earth Pressure Values

Type of Lateral Earth Pressure	Level Native Soil Backfill (pounds per cubic foot)	Level Granular Soil Backfill (pounds per cubic foot)
Active	50	35
At-rest	70	55
Passive	305	460
Allowable Coefficient of Friction	0.30	0.45

Granular soil that is used for the retaining wall backfill may be permeable and may allow water migration to the foundation support soils. There are several options available to help reduce water migration to the foundation soils, two of which are discussed here. An impervious geotextile layer and shallow drain system may be incorporated into the backfill, as discussed in Section 8.5, Landscaping Considerations, below. A second option is to place a geotextile filter material on top of the granular soils and above that place about 1½ to 2 feet of moisture conditioned and compacted site clay soils. It should be noted that if the site clay soils are used volume changes may occur which will influence the performance of overlying concrete flatwork or structural components.

The values tabulated above are for well drained backfill soils. The values provided above do not include any forces due to adjacent surcharge loads or sloped soils. If the backfill soils become saturated the imposed lateral earth pressures will be significantly higher than those tabulated above.

The granular imported soil backfill values tabulated above are appropriate for material with an angle of internal friction of 35 degrees, or greater. The granular backfill must be placed within the retaining structure zone of influence as shown below in order for the lateral earth pressure values tabulated above for the granular material to be appropriate.



Backfill should not be placed and compacted behind the retaining structure unless approved by the project structural engineer. Backfill placed prior to construction of all appropriate structural members such as floors, or prior to appropriate curing of the retaining wall concrete, may result in severe damage and/or failure of the retaining structure.

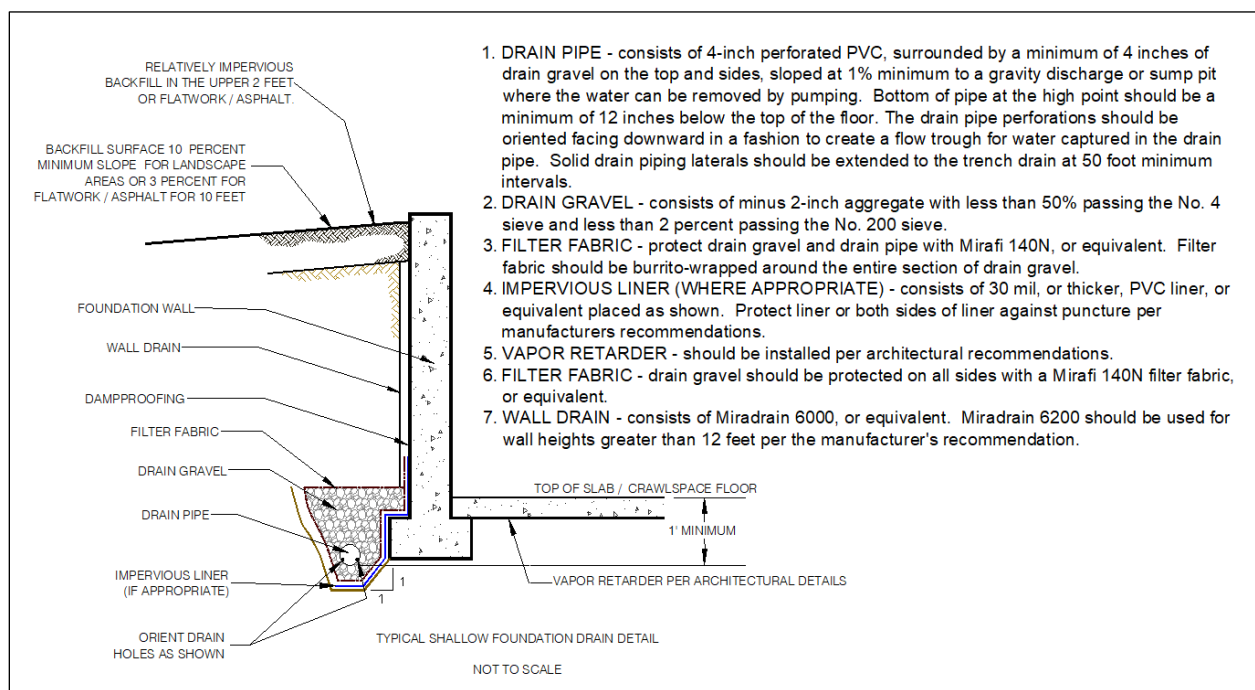
6.0 SUBSURFACE DRAIN SYSTEM

Since retaining structures for the building are not proposed, a subsurface drain system is not needed to reduce hydrostatic pressures. If subsurface areas, such as crawl space area are planned the subsurface drain system concept below may be included in the project design to reduce the tendency for water to accumulate in subsurface areas. Exterior retaining structures should incorporate a drain system and/or weep holes through the retaining structures. General recommendations for a subsurface drain system are provided below for reference.

A drain system constructed with a free draining aggregate material and a 4-inch minimum diameter perforated drain pipe should be constructed adjacent to retaining structures and/or adjacent to foundation walls. The drain pipe perforations should be oriented facing downward. The system should be protected from fine soil migration by a fabric-wrapped aggregate which surrounds a rigid perforated pipe. We do not recommend use of flexible corrugated perforated pipe since it is not possible to establish a uniform gradient of the flexible pipe throughout the drain system alignment. Corrugated drain tile is perforated throughout the entire circumference of the pipe and therefore water can escape from the perforations at undesirable locations after being collected. The nature of the perforations of the corrugated material further decreases its effectiveness as a subsurface drain conduit.

The drain should be placed at each level of excavation and at least 12 inches below lowest adjacent finish floor or crawlspace grade. The drain system pipe should be graded to surface

outlets or a sump vault. The drain system should be sloped at a minimum gradient of about 2 percent, but site geometry and topography may influence the actual installed pipe gradient. Water must not be allowed to pool along any portion of the subsurface drain system. An improperly constructed subsurface drain system may promote water infiltration to undesirable locations. The drain system pipe should be surrounded by about 2 to 4 cubic feet per lineal foot of free draining aggregate. If a sump vault and pump are incorporated into the subsurface drain system, care should be taken so that the water pumped from the vault does not recirculate through pervious soils and obtain access to the basement or crawl space areas. An impervious membrane should be included in the drain construction for grade beam and pier systems or other foundation systems such as interrupted footings where a free pathway for water beneath the structure exists. A generalized subsurface drain system concept is shown below.



There are often aspects of each site and structure which require some tailoring of the subsurface drain system to meet the needs of individual projects. Drain systems that are placed adjacent to void forms must include provisions to protect and support the impervious liner adjacent to the void form. We are available to provide consultation for the subsurface drain system for this project, if desired.

Water often will migrate along utility trench excavations. If the utility trench extends from areas above the site, this trench may be a source for subsurface water within the proposed basement or crawl space. We suggest that the utility trench backfill be thoroughly compacted to help reduce the amount of water migration. The subsurface drain system should be designed to collect subsurface water from the utility trench and fractures within the formational materials and direct it to surface discharge points.

7.0 CONCRETE FLATWORK

We understand that both interior and exterior concrete flatwork will be considered in the project design. Concrete flatwork is typically lightly loaded and has a limited capability to resist shear forces associated with uplift or consolidation of the support soils, including frost heave. It is prudent for the design and construction of concrete flatwork on this project to be able to accommodate some movement associated with volume changes in the support soils.

7.1 Interior Concrete Slab-on-Grade Floors

A primary goal in the design and construction of concrete slab-on-grade floors is to reduce the amount of post construction uplift associated with swelling soils (limited based on the laboratory test data), or downward movement due to consolidation of the soils. A parallel goal is to reduce the potential for damage to the structure associated with any movement of the slab-on-grade which may occur. There are limited options available to help mitigate the influence of volume changes in the support soil for concrete slab-on-grade floors, these include:

- Preconstruction scarification, moisture conditioning and re-compaction of the natural soils in areas proposed for support of concrete flatwork, and/or,
- Placement and compaction of granular compacted structural fill material

Although the soils tested for the project do not exhibit a high swell potential when wetted, performance of the structure may be improved by isolating the floors from the foundation system and interior partition walls.

Interior concrete slab-on-grade floors should be supported by a layer of granular structural fill overlying the processed natural soils. Interior concrete flatwork, or concrete slab-on-grade floors, should be underlain by scarification, moisture conditioning and compaction of 6 inches of the natural soils followed by placement of at least 8 inches of compacted granular structural fill material that is placed and compacted as discussed in the Construction Considerations, “Fill Placement Recommendations” section of this report, below.

- The proposed lower finished floor elevation is not known at this time. If the bottom of the interior concrete flatwork will extend to the formational materials, then scarification and compaction of the formational materials should not be performed.

All plumbing lines should be pressure tested before backfilling to help reduce the potential for wetting. The only means to completely mitigate the influence of volume changes on the performance of interior floors is to structurally support the floors over a void space such as crawl space area. Floors that are suspended by the foundation system will not be influenced by volume changes in the site soils. The suggestions and recommendations presented in this section are intended to help reduce the influence of potential volume changes in the support soils on the performance of the concrete slab-on-grade floors.

7.1.1 Capillary and Vapor Moisture Rise

Capillary and vapor moisture rise through the slab support soil may provide a source for moisture in the concrete slab-on-grade floor. This moisture may promote development of mold or mildew in poorly ventilated areas and may influence the performance of floor coverings and mastic placed directly on the floor slabs. The type of floor covering, adhesives used, and other considerations that are not related to the geotechnical engineering practice will influence the design. The architect, builder and particularly the floor covering/adhesive manufacturer should be contacted regarding the appropriate level of protection required for their products.

Comments for Reduction of Capillary Rise

One option to reduce the potential for capillary rise through the floor slab is to place a layer of clean aggregate material, such as washed concrete aggregate for the upper 4 to 6 inches of fill material supporting the concrete slabs.

Comments for Reduction of Vapor Rise

To reduce vapor rise through the floor slab, a moisture barrier such as a 6 mil (or thicker) plastic, or similar impervious geotextile material is often placed below the floor slab. The material used should be protected from punctures that will occur during the construction process.

There are proprietary barriers that are puncture resistant that may not need the underlying layer of protective material. Some of these barriers are robust material that may be placed below the compacted structural fill layer. We do not recommend placement of the concrete directly on a moisture barrier unless the concrete contractor has had previous experience with curing of concrete placed in this manner. As mentioned above, the architect, builder and particularly the floor covering/adhesive manufacturer should be contacted regarding the appropriate level of moisture and vapor protection required for their products.

7.1.2 Slab Reinforcement Considerations

The project structural engineer should be contacted to provide steel reinforcement design considerations for the proposed floor slabs. Any steel reinforcement placed in the slab should be placed at the appropriate elevations to allow for proper interaction of the reinforcement with tensile stresses in the slab. Reinforcement steel that is allowed to cure at the bottom of the slab will not provide adequate reinforcement.

7.2 Exterior Concrete Flatwork Considerations

Exterior concrete flatwork includes concrete driveway slabs, aprons, patios, and walkways. The desired performance of exterior flatwork typically varies depending on the proposed use of the site and each owner's individual expectations. As with interior flatwork, exterior flatwork is particularly prone to movement and potential damage due to movement of the support soils. This movement and associated damage may be reduced by following the recommendations discussed under interior flatwork, above. Unlike interior flatwork, exterior flatwork may be exposed to frost heave, particularly on sites where the bearing soils have a high silt content. It may be prudent to

remove silt soils from exterior flatwork support areas where movement of exterior flatwork will adversely affect the project, such as near the interface between the driveway and the interior garage floor slab. If silt soils are encountered, they should be removed to the maximum depth of frost penetration for the area where movement of exterior flatwork is undesirable.

If some movement of exterior flatwork is acceptable, we suggest that the support areas be prepared by scarification, moisture conditioning and re-compaction of about 6 inches of the natural soils followed by placement of at least 6 inches of compacted granular fill material. The scarified material and granular fill materials should be placed as discussed under the Construction Considerations, "Fill Placement Recommendations" section of this report, below.

It is important that exterior flatwork be separated from exterior column supports, masonry veneer, finishes and siding. No support columns, for the structure or exterior decks, should be placed on exterior concrete unless movement of the columns will not adversely affect the supported structural components. Movement of exterior flatwork may cause damage if it is in contact with portions of the structure exterior.

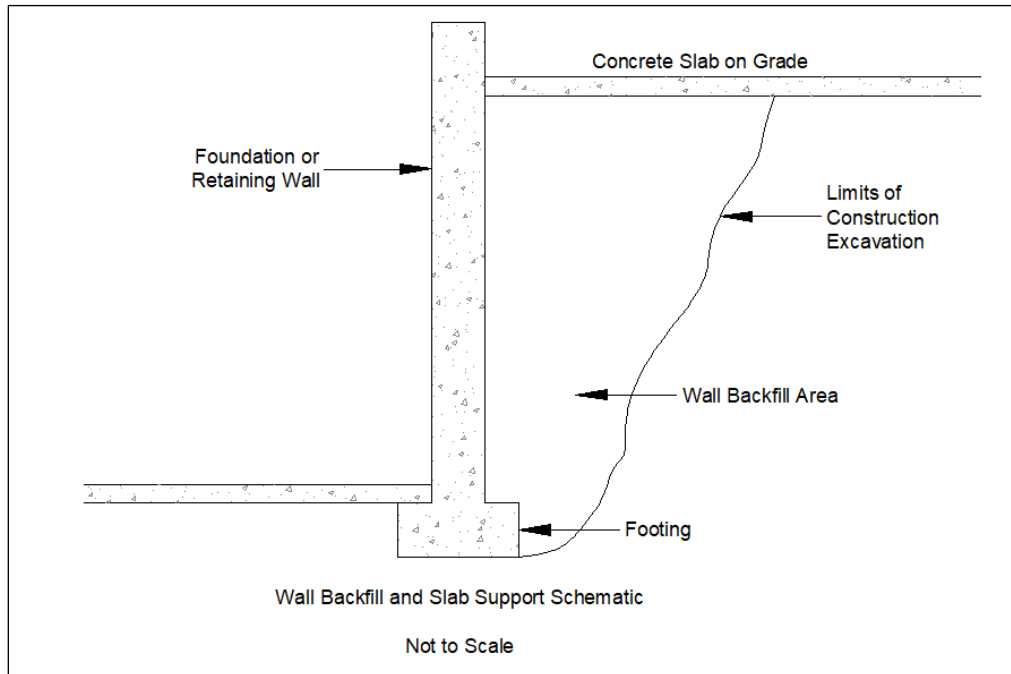
It should be noted that silt and silty sand soils located near the ground surface are particularly prone to frost heave. Soils with high silt content have the ability to retain significant moisture. The ability for the soils to accumulate moisture combined with a relatively shallow source of subsurface water and the fact that the winter temperatures in the area often very cold all contribute to a high potential for frost heave of exterior structural components. We recommend that silty soils be removed from the support areas of exterior components that are sensitive to movement associated with frost heave. These soils should be replaced with a material that is not susceptible to frost heave. Aggregate road base and similar materials retain less water than fine-grained soils and are therefore less prone to frost heave. We are available to discuss this concept with you as the plans progress.

Landscaping and landscaping irrigation often provide additional moisture to the soil supporting exterior flatwork. Excessive moisture will promote heave of the flatwork either due to expansive soil, or due to frost action. If movement of exterior slabs is undesirable, we recommend against placement of landscaping that requires irrigation. The ground surfaces near exterior flatwork must be sloped away from flatwork to reduce surface water migration to the support soil.

Exterior flatwork should not be placed on soils prepared for support of landscaping vegetation. Cultivated soils will not provide suitable support for concrete flatwork.

7.3 General Concrete Flatwork Comments

It is relatively common that both interior and exterior concrete flatwork is supported by areas of fill adjacent to either shallow foundation walls or basement retaining walls. A typical sketch of this condition is shown below.



Settlement of the backfill shown above will create a void and lack of soil support for the portions of the slab over the backfill. Settlement of the fill supporting the concrete flatwork is likely to cause damage to the slab-on-grade. Settlement and associated damage to the concrete flatwork may occur when the backfill is relatively deep, even if the backfill is compacted.

If this condition is likely to exist on this site it may be prudent to design the slab to be structurally supported on the retaining or foundation wall and designed to span to areas away from the backfill area as designed by the project structural engineer. We are available to discuss this with you upon request.

8.0 CONSTRUCTION CONSIDERATIONS

This section of the report provides comments, considerations and recommendations for aspects of the site construction which may influence, or be influenced by the geotechnical engineering considerations discussed above. The information presented below is not intended to discuss all aspects of the site construction conditions and considerations that may be encountered as the project progresses. If any questions arise as a result of our recommendations presented above, or if unexpected subsurface conditions are encountered during construction we should be contacted immediately.

8.1 Fill Placement Recommendations

There are several references throughout this report regarding both natural soil and compacted structural fill recommendations. The recommendations presented below are appropriate for the fill placement considerations discussed throughout the report above.

All areas to receive fill, structural components, or other site improvements should be properly prepared and grubbed at the initiation of the project construction. The grubbing operations should include scarification and removal of organic material and soil. No fill material or concrete should be placed in areas where existing vegetation or fill material exist.

We suspect that man-placed fill and subterranean structures may be encountered as the project construction progresses. All existing fill material should be removed from areas planned for support of structural components. Excavated areas and subterranean voids should be backfilled with properly compacted fill material as discussed below.

8.1.1 Natural Soil Fill

Any natural soil used for any fill purpose should be free of all deleterious material, such as organic material and construction debris. Natural soil fill includes excavated and replaced material or in-place scarified material. Our recommendations for placement of natural soil fill are provided below.

- The natural soils should be moisture conditioned, either by addition of water to dry soils, or by processing to allow drying of wet soils. The proposed fill materials should be moisture conditioned to between about optimum and about 2 percent above optimum soil moisture content. This moisture content can be estimated in the field by squeezing a sample of the soil in the palm of the hand. If the material easily makes a cast of soil which remains in-tact, and a minor amount of surface moisture develops on the cast, the material is close to the desired moisture content. Material testing during construction is the best means to assess the soil moisture content.
- Moisture conditioning of clay or silt soils may require many hours of processing. If possible, water should be added and thoroughly mixed into fine grained soil such as clay or silt the day prior to use of the material. This technique will allow for development of a more uniform moisture content and will allow for better compaction of the moisture conditioned materials.
- The moisture conditioned soil should be placed in lifts that do not exceed the capabilities of the compaction equipment used and compacted to at least 90 percent of maximum dry density as defined by ASTM D1557, modified Proctor test.
- We typically recommend a maximum fill lift thickness of 6 inches for hand operated equipment and 8 to 10 inches for larger equipment.
- Care should be exercised in placement of utility trench backfill so that the compaction operations do not damage underlying utilities.
- The maximum recommended lift thickness is about 6 to 8 inches. The maximum recommended rock size for natural soil fill is about 3 inches. This may require on-site screening or crushing if larger rocks are present. We must be contacted if it is desired to utilize rock greater than 3 inches for fill materials.

8.1.2 Granular Compacted Structural Fill

Granular compacted structural fill is referenced in numerous locations throughout the text of this report. Granular compacted structural fill should be constructed using an imported commercially produced rock product such as aggregate road base. Many products other than road base, such as

clean aggregate or select crusher fines may be suitable, depending on the intended use. If a specification is needed by the design professional for development of project specifications, a material conforming to the Colorado Department of Transportation (CDOT) “Class 6” aggregate road base material can be specified. This specification can include an option for testing and approval in the event the contractor’s desired material does not conform to the Class 6 aggregate specifications. We have provided the CDOT Specifications for Class 6 material below.

Grading of CDOT Class 6 Aggregate Base-Course Material	
Sieve Size	Percent Passing Each Sieve
1 inch	100
¾ inch	95-100
#4	30-65
#8	25-55
#200	3-12

Liquid Limit less than 30

All compacted structural fill should be moisture conditioned and compacted to at least 90 percent of maximum dry density as defined by ASTM D1557, modified Proctor test. Areas where the structural fill will support traffic loads under concrete slabs or asphalt concrete should be compacted to at least 95 percent of maximum dry density as defined by ASTM D1557, modified Proctor test.

8.1.3 Deep Fill Considerations

Deep fills, in excess of approximately 3 feet, should be avoided where possible. Fill soils will settle over time, even when placed properly per the recommendations contained in this report. Natural soil fill or engineered structural fills placed to our minimum recommended requirements will tend to settle an estimated 1 to 2 percent; therefore, a 3 foot thick fill may settle up to approximately ½ to ¾ inch over time. A 10 foot thick fill may settle up to approximately 2½ inches even when properly placed. Fill settlement will result in distress and damage to the structures they are intended to support. There are methods to reduce the effects of deep fill settlement such as surcharge loading and surveyed monitoring programs; however, there is a significant time period of monitoring required for this to be successful. A more reliable method is to support structural components with deep foundation systems bearing below the fill envelope. We can provide additional guidance regarding deep fills up on request.

8.2 Excavation Considerations

Unless a specific classification is performed, the site soils should be considered as an Occupational Safety and Health Administration (OSHA) Type C soil and should be sloped and/or benched according to the current OSHA regulations. Excavations should be sloped and benched to prevent wall collapse. Any soil can release suddenly and cave unexpectedly from excavation walls, particularly if the soils is very moist, or if fractures within the soil are present. Daily observations of the excavations should be conducted by OSHA competent site personnel to assess safety considerations.

We did not encounter free subsurface water in our test borings. If water is encountered during construction, it may be necessary to dewater excavations to provide for suitable working conditions.

We encountered formational material in our test borings. We suspect that it may be difficult to excavate this material using conventional techniques. If blasting is planned it must be conducted strategically to reduce the effect of the blasting on the support characteristics of the site materials and the stability of adjacent slopes. We typically recommend that where possible blasting be avoided, however blasting is often needed to aid in the excavation of the site to develop the desired footing support elevations. It is typical to have about 2 to 3 feet of loose angular clasts of rock, commonly called “shot-rock” below the desired bottom of excavation elevations. This material is not suitable for support of structural components and should be removed and replaced with compacted structural fill in areas proposed for support of structural components.

If possible, excavations should be constructed to allow for water flow from the excavation the event of precipitation during construction. If this is not possible it may be necessary to remove water from snowmelt or precipitation from the foundation excavations to help reduce the influence of this water on the soil support conditions and the site construction characteristics.

8.2.1 Excavation Cut Slopes

We anticipate that some permanent excavation cut slopes may be included in the site development. Temporary cut slopes should not exceed 5 feet in height and should not be steeper than about 1:1 (horizontal to vertical) for most soils. Permanent cut slopes greater than 5 feet or steeper than 2½:1 must be analyzed on a site-specific basis.

8.3 Utility Considerations

Subsurface utility trenches will be constructed as part of the site development. Utility line backfill often becomes a conduit for post construction water migration. If utility line trenches approach the proposed project site from above, water migrating along the utility line and/or backfill may have direct access to the portions of the proposed structure where the utility line penetrations are made through the foundation system. The foundation soils in the vicinity of the utility line penetration may be influenced by the additional subsurface water. There are a few options to help mitigate water migration along utility line backfill. Backfill bulkheads constructed with high clay content soils and/or placement of subsurface drains to promote utility line water discharge away from the foundation support soil.

Some movement of all structural components is normal and expected. The amount of movement may be greater on sites with problematic soil conditions. Utility line penetrations through any walls or floor slabs should be sleeved so that movement of the walls or slabs does not induce movement or stress in the utility line. Utility connections should be flexible to allow for some movement of the floor slab.

If utility line trenches are excavated using blasting techniques it is relatively common for surface and subsurface water to migrate along the fractures in the rock that may be created by blasting. If this water gains access to a utility line trench that has a gradient down toward the structure the

water may gain access to the foundation support materials and/or subsurface portions of the proposed structure. Provisions should be made in the project construction plans to create an impervious barrier to prevent water from migrating into undesirable locations.

8.4 Exterior Grading and Drainage Comments

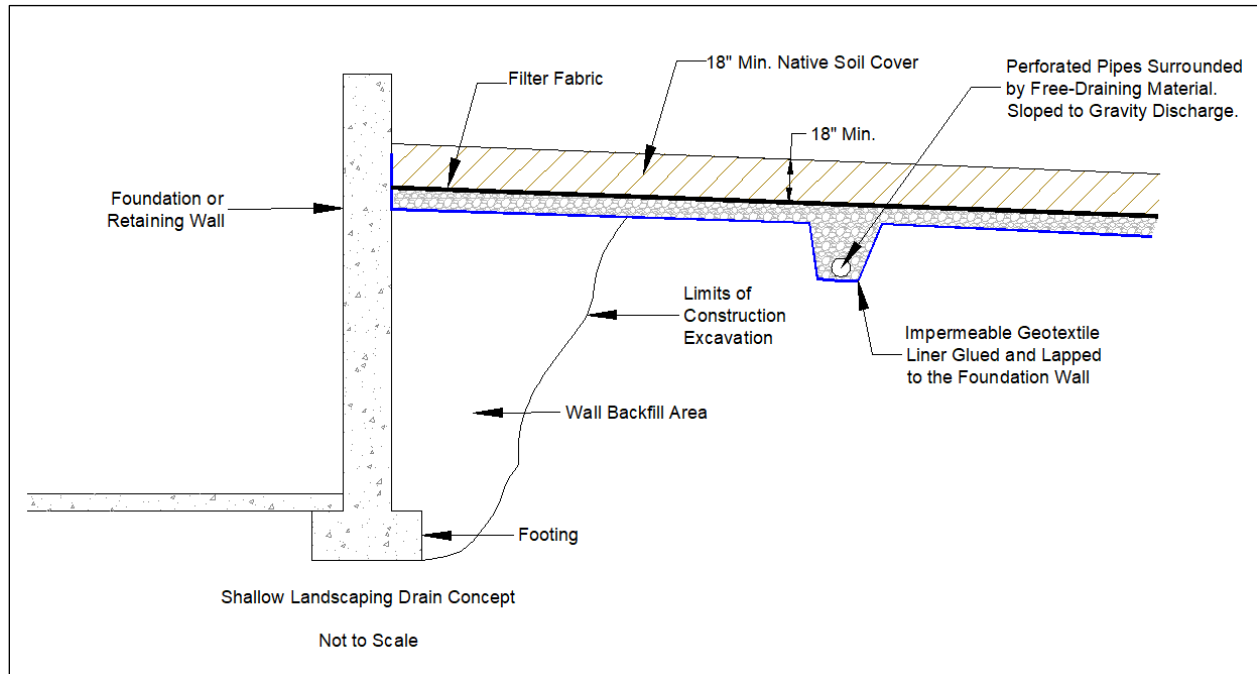
The following recommendations should be following during construction and maintained for the life of the structure with regards to exterior grading and surface drainage.

- The ground surface adjacent to the structure should be sloped to promote water flow away from the foundation system and flatwork.
- Snow storage areas should not be located in areas which will allow for snowmelt water access to support soils for the foundation system or flatwork.
- The project civil engineer, architect or builder should develop a drainage scheme for the site. We typically recommend the ground surface surrounding the exterior of the building be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 12 inches in the first 10 feet in unpaved areas and a minimum slope of 3 inches in the first 10 feet in paved areas.
- Water flow from the roof of the structure should be captured and directed away from the structure. If the roof water is collected in an eave gutter system, or similar, the discharge points of the system must be located away from areas where the water will have access to the foundation backfill or any structure support soils. If downspouts are used, provisions should be made to either collect or direct the water away from the structure.
- Care should be taken to not direct water onto adjacent property or to areas that would negatively influence existing structures or improvements.

8.5 Landscaping Considerations

We recommend against construction of landscaping which requires excessive irrigation. Generally landscaping which uses abundant water requires that the landscaping contractor install topsoil which will retain moisture. The topsoil is often placed in flattened areas near the structure to further trap water and reduce water migration from away from the landscaped areas. Unfortunately, almost all aspects of landscape construction and development of lush vegetation are contrary to the establishment of a relatively dry area adjacent to the foundation walls. Excess water from landscaped areas near the structure can migrate to the foundation system or flatwork support soils, which can result in volume changes in these soils.

A relatively common concept used to collect and subsequently reduce the amount of excess irrigation water is to glue or attach an impermeable geotextile fabric or heavy mill plastic to the foundation wall and extend it below the topsoil which is used to establish the landscape vegetation. A thin layer of sand can be placed on top of the geotextile material to both protect the geotextile from punctures and to serve as a medium to promote water migration to the collection trench and perforated pipe. The landscape architect or contractor should be contacted for additional information regarding specific construction considerations for this concept which is shown in the sketch below.



A free draining aggregate or sand may be placed in the collection trench around the perforated pipe. The perforated pipe should be graded to allow for positive flow of excess irrigation water away from the structure or other area where additional subsurface water is undesired. Preferably the geotextile material should extend at least 10 or more feet from the foundation system.

Care should be taken to not place exterior flatwork such as sidewalks or driveways on soils that have been tilled and prepared for landscaping. Tilled soils will settle which can cause damage to the overlying flatwork. Tilled soils placed on sloped areas often “creep” down-slope. Any structure or structural component placed on this material will move down-slope with the tilled soil and may become damaged.

8.6 Soil Sulfate and Corrosion Issues

The requested scope of our services did not include assessment of the chemical constituents of corrosion potential of the site soils. Most soils in southwest Colorado are not typically corrosive to concrete. There has not been a history of damage to concrete due to sulfate corrosion in the area.

We are available to perform soluble sulfate content tests to assess the corrosion potential of the soils on concrete if desired.

8.7 Radon Issues

The requested scope of service of this report did not include assessment of the site soils for radon production. Many soils and formational materials in western Colorado produce Radon gas. The structure should be appropriately ventilated to reduce the accumulation of Radon gas in the structure. Several Federal Government agencies including the Environmental Protection Agency

(EPA) have information and guidelines available for Radon considerations and home construction. If a radon survey of the site soils is desired, please contact us.

8.8 Mold and Other Biological Contaminants

Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants developing in the future. If the client is concerned about mold or other biological contaminants, a professional in this special field of practice should be consulted.

9.0 CONSTRUCTION MONITORING AND TESTING

Engineering observation of subgrade bearing conditions, compaction testing of fill material and testing of foundation concrete are equally important tasks that should be performed by the geotechnical engineering consultant during construction. We should be contacted during the construction phase of the project and/or if any questions or comments arise as a result of the information presented below. It is common for unforeseen, or otherwise variable subsurface soil and water conditions to be encountered during construction. As discussed in our proposal for our services, it is imperative that we be contacted during the foundation excavation stage of the project to verify that the conditions encountered in our field exploration were representative of those encountered during construction. Our general recommendations for construction monitoring and testing are provided below.

- Consultation with design professionals during the design phases: This is important to ensure that the intentions of our recommendations are properly incorporated in the design, and that any changes in the design concept properly consider geotechnical aspects.
- Grading Plan Review: A grading plan was not available for our review at the time of this report. A grading plan with finished floor elevations for the proposed construction should be prepared by a civil engineer licensed in the State of Colorado. Trautner Geotech should be provided with grading plans once they are complete to determine if our recommendations based on the assumed bearing elevations are appropriate.
- Observation and monitoring during construction: A representative of the Geotechnical engineer from our firm should observe the foundation excavation, earthwork, and foundation phases of the work to determine that subsurface conditions are compatible with those used in the analysis and design and our recommendations have been properly implemented. Placement of backfill should be observed and tested to judge whether the proper placement conditions have been achieved. Compaction tests should be performed on each lift of material placed in areas proposed for support of structural components.
- If asphaltic concrete is placed for driveways or aprons near the structure we are available to provide testing of these materials during placement.

10.0 LIMITATIONS

This study has been conducted based on the geotechnical engineering standards of care in this area at the time this report was prepared. We make no warranty as to the recommendations contained in this report, either expressed or implied. The information presented in this report is

based on our understanding of the proposed construction that was provided to us and on the data obtained from our field and laboratory studies. Our recommendations are based on limited field and laboratory sampling and testing. Unexpected subsurface conditions encountered during construction may alter our recommendations. We should be contacted during construction to observe the exposed subsurface soil conditions to provide comments and verification of our recommendations.

The recommendations presented above are intended to be used only for this project site and the proposed construction which was provided to us. The recommendations presented above are not suitable for adjacent project sites, or for proposed construction that is different than that outlined for this study.

This report provides geotechnical engineering design parameters, but does not provide foundation design or design of structure components. The project architect, designer or structural engineer must be contacted to provide a design based on the information presented in this report.

This report does not provide an environmental assessment nor does it provide environmental recommendations such as those relating to Radon or mold considerations. If recommendation relative to these or other environmental topics are needed and environmental specialist should be contacted.

The findings of this report are valid as of the present date. However, changes in the conditions of the property can occur with the passage of time. The changes may be due to natural processes or to the works of man, on the project site or adjacent properties. In addition, changes in applicable or appropriate standards can occur, whether they result from legislation or the broadening of knowledge. Therefore, the recommendations presented in this report should not be relied upon after a period of two years from the issue date without our review.

We are available to review and tailor our recommendations as the project progresses and additional information which may influence our recommendations becomes available.

Please contact us if you have any questions, or if we may be of additional service.

Respectfully,
TRAUTNER GEOTECH



Jonathan P. Butler, P.E.
Geotechnical Engineer

APPENDIX A

Field Study Results

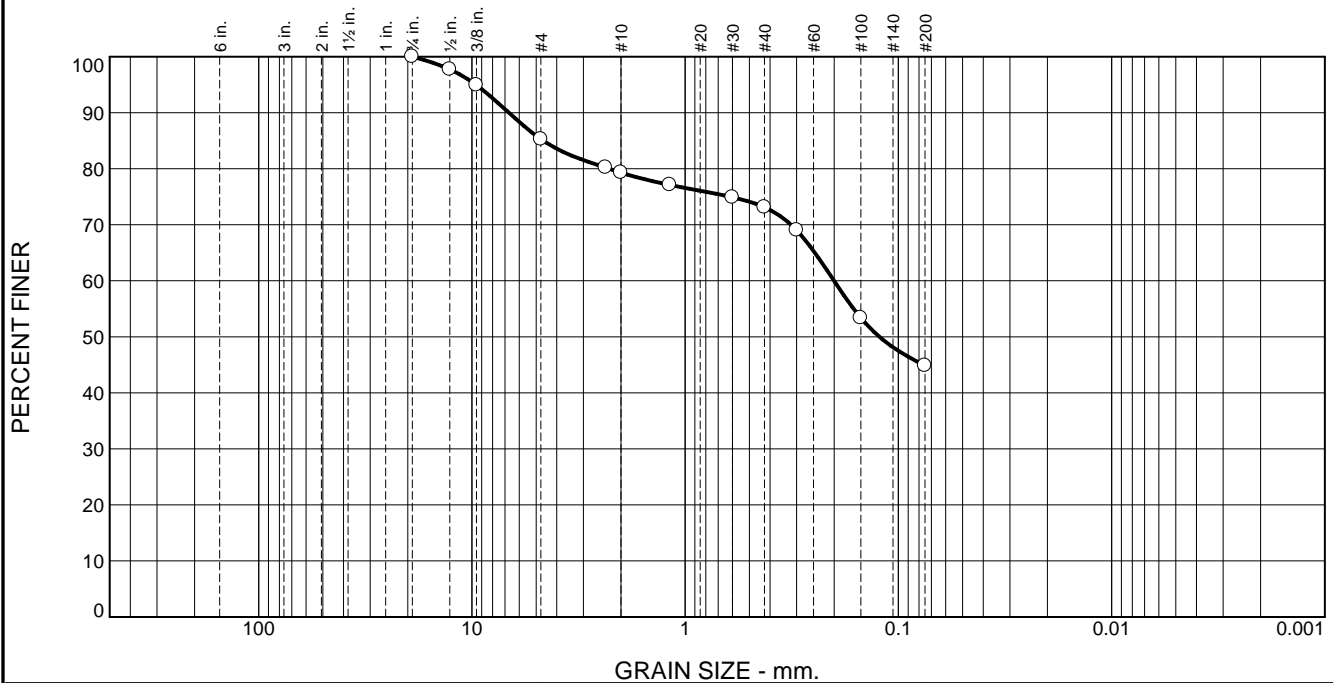
<div>TRAUTNERGEOTECHLLC</div>		Field Engineer : Jonathan Butler		LOG OF TEST BORING TB-2						
		Hole Diameter : 4 Inches								
		Drilling Method : Continuous Flight		Major Mortgage Office Structure Cortez, Colorado Mr. Stephen Candelaria Candelaria Construction						
		Sampling Method : Mod. California Sampler, Standard Split Spoon								
		Date Drilled : January 4, 2023		Project Number: 57726GE						
		Total Depth (approx.) : 6 feet								
		Location : See Figure 2.2								
Depth in feet	Sample Type ■ Mod. California Sampler ▨ Standard Split Spoon ▧ Bag Sample		Water Level ▼ Water Level During Drilling ▽ Water Level After Drilling		USCS	GRAPHIC	Samples	Blow Count	Water Level	REMARKS
	DESCRIPTION									
0	CLAY, sandy, soft, very moist, brown		CL							Near Auger Refusal from 3.5 feet to 4.5 feet
1	SAND, clayey, few gravels, dense, moist, brown		SC				6/6			
2							17/6			
3	DAKOTA SANDSTONE FORMATION at 3 feet, Sandstone, hard to very hard, moist, tan						23/6			
4						33/6				
5	SANDSTONE, hard, moist, tan					50/1				
6	Auger refusal at 6 feet on very hard sandstone									
7										

<div>TRAUTNERGEOTECHLLC</div>		<div>Field Engineer : Jonathan Butler</div> <div>Hole Diameter : 4 Inches</div> <div>Drilling Method : Continuous Flight</div> <div> : Hollow Auger</div> <div>Sampling Method : Mod. California Sampler,</div> <div> : Standard Split Spoon</div> <div>Date Drilled : January 4, 2023</div> <div>Total Depth (approx.) : 7 feet</div> <div>Location : See Figure 2.2</div>			<div>LOG OF TEST BORING TB-3</div>					
					<div>Major Mortgage Office Structure</div> <div>Cortez, Colorado</div> <div>Mr. Stephen Candelaria</div> <div>Candelaria Construction</div>					
					<div>Project Number: 57726GE</div>					
Depth in feet	<div>Sample Type</div> <div><div>Mod. California Sampler</div><div>Standard Split Spoon</div><div>Bag Sample</div></div>		<div>Water Level</div> <div><div>Water Level During Drilling</div><div>Water Level After Drilling</div></div>		USCS	GRAPHIC	Samples	Blow Count	Water Level	REMARKS
	DESCRIPTION									
0	CLAY, sandy, few gravels, medium stiff to stiff, moist, brown		CL	<div></div>	<div></div>					
1										
2										
3										
4	DAKOTA SANDSTONE FORMATION at 4 feet, Sandstone, hard to very hard, moist, tan/brown			<div></div>	<div></div>	50/6				
5										
6										
7	Auger refusal at 7 feet on very hard sandstone									
8										

APPENDIX B

Laboratory Test Results

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0	0	15	6	6	28	45	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
.75	100		
.5	98		
.375	95		
#4	85		
#8	80		
#10	79		
#16	77		
#30	75		
#40	73		
#50	69		
#100	53		
#200	45		

* (no specification provided)

Material Description

Clayey sand with gravel

Atterberg Limits (ASTM D 4318)

PL= 15 LL= 25 PI= 10

Classification

USCS (D 2487)= SC AASHTO (M 145)= A-4(1)

Coefficients

D₉₀= 6.7103 D₈₅= 4.6335 D₆₀= 0.2004
D₅₀= 0.1228 D₃₀= C_u=
D₁₀= C_c=

Remarks

C10501-E

Date Received: 1/4/23 Date Tested: 1/6/23

Tested By: R. Barrett

Checked By: J. Butler

Title: P.E.

Location: TB-3
Depth: 0-3.5'

Date Sampled: 1/4/23

TRAUTNER GEOTECH LLC

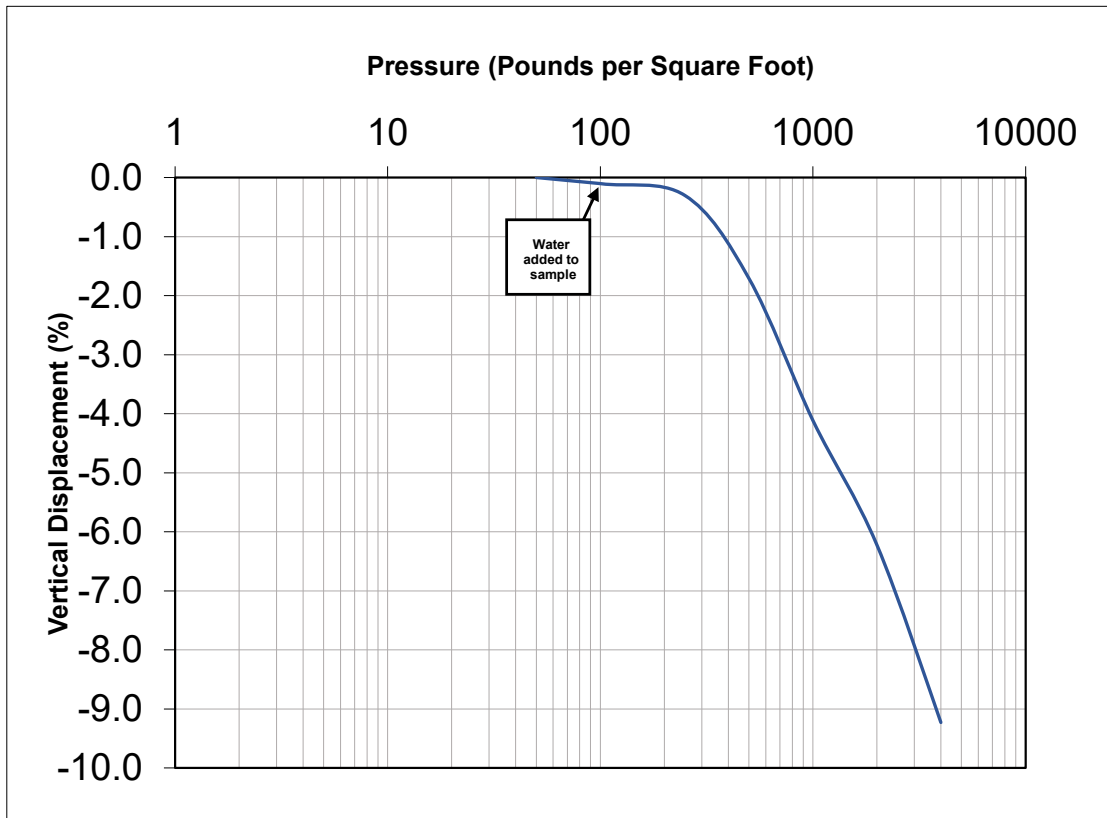
Client: Mr. Stephen Candelaria

Project: Major Mortgage Office Structure, Cortez, Colorado

Project No: 57726GE

Figure B.1

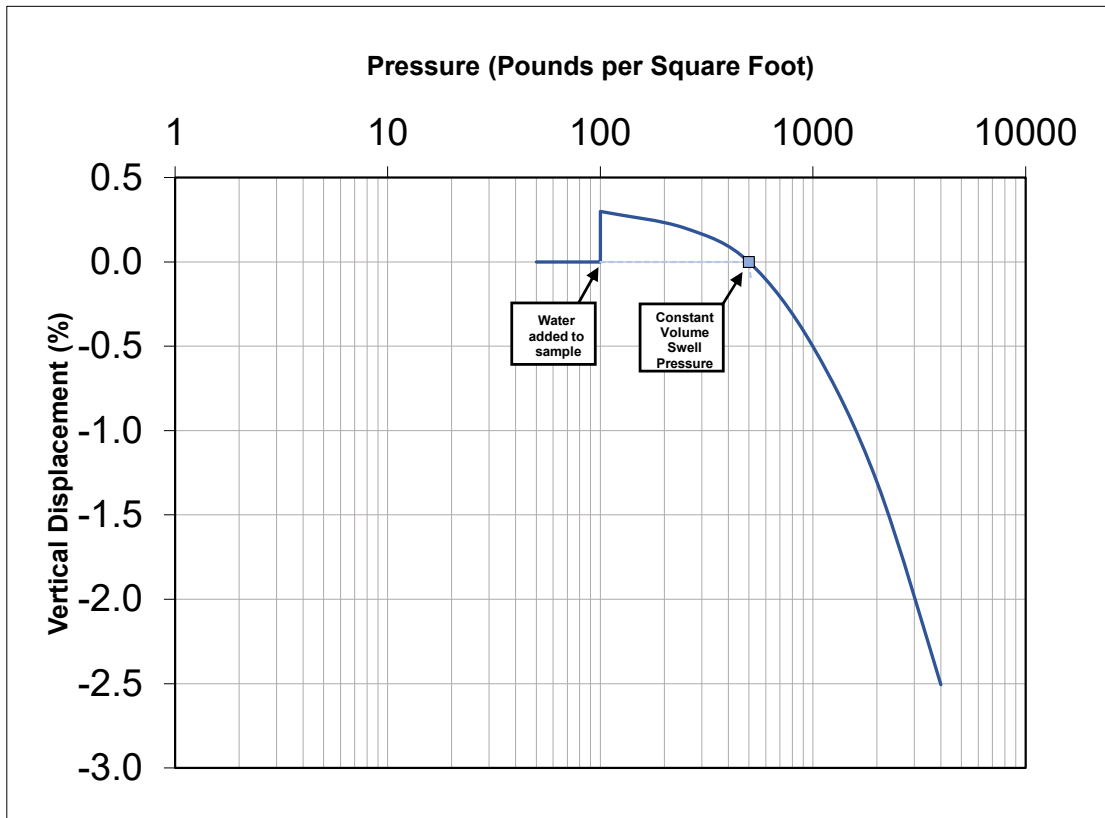
SWELL - CONSOLIDATION TEST



SUMMARY OF TEST RESULTS		
Sample Source:	TB-2 @ 1 foot	
Visual Soil Description:	Sand, clayey (SC)	
Swell Potential (%)	0.0%	
Constant Volume Swell Pressure (lb/ft²):	<100	
	Initial	Final
Moisture Content (%):	5.5	16.6
Dry Density (lb/ft³):	106.0	115.7
Height (in.):	0.997	0.905
Diameter (in.):	1.94	1.94

Project Number:	57726GE
Sample ID:	C10501B
Figure:	B.2

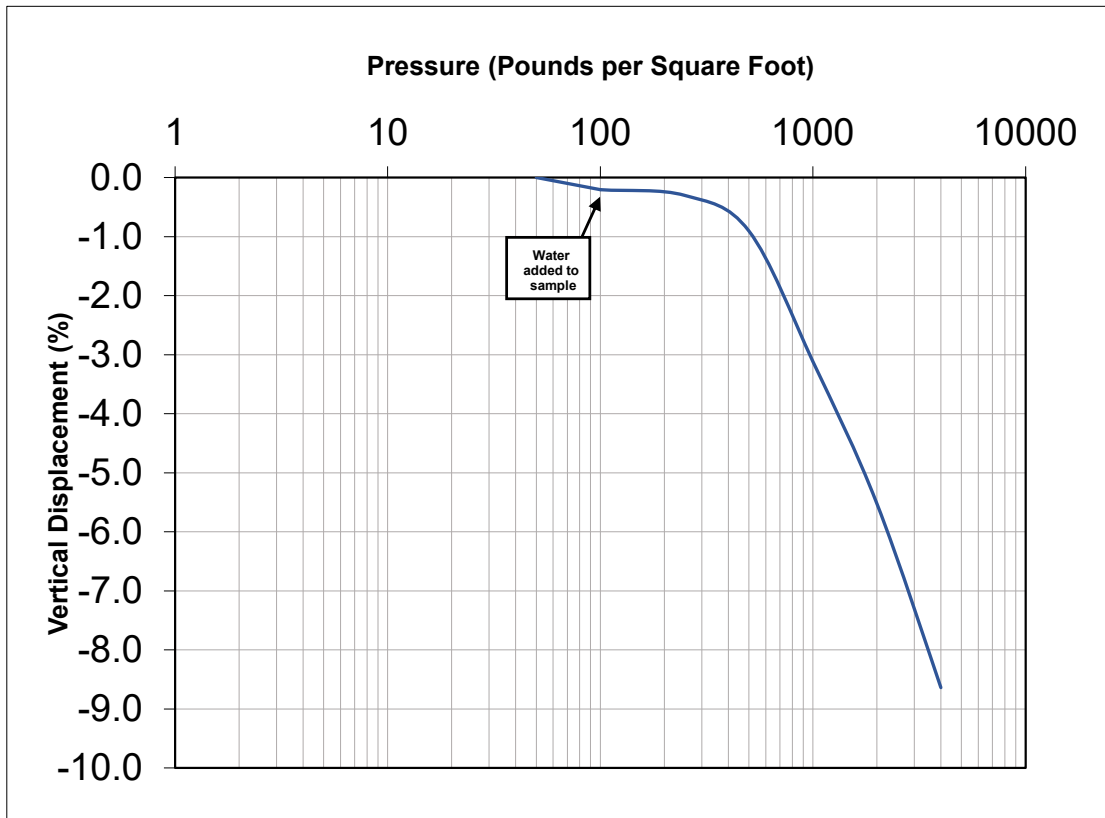
SWELL - CONSOLIDATION TEST



SUMMARY OF TEST RESULTS		
Sample Source:	TB-2 @ 2 feet	
Visual Soil Description:	Sand, clayey (SC)	
Swell Potential (%)	0.3%	
Constant Volume Swell Pressure (lb/ft²):	500	
	Initial	Final
Moisture Content (%):	4.9	13.5
Dry Density (lb/ft³):	122.6	124.8
Height (in.):	0.998	0.973
Diameter (in.):	1.94	1.94

Project Number:	57726GE
Sample ID:	C10501C
Figure:	B.3

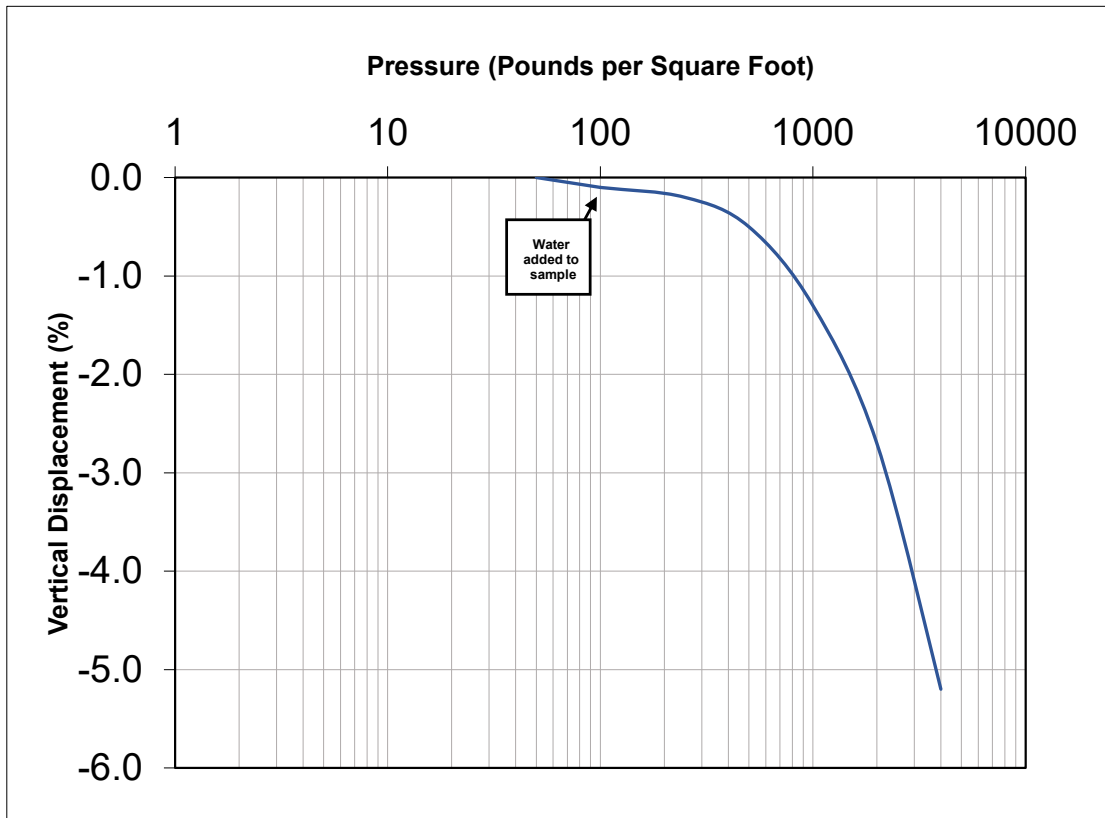
SWELL - CONSOLIDATION TEST



SUMMARY OF TEST RESULTS		
Sample Source:	TB-3 @ 4 feet	
Visual Soil Description:	Sand, clayey (SC)	
Swell Potential (%)	0.0%	
Constant Volume Swell Pressure (lb/ft²):	<100	
	Initial	Final
Moisture Content (%):	5.7	15.9
Dry Density (lb/ft³):	111.9	120.6
Height (in.):	0.996	0.910
Diameter (in.):	1.94	1.94

Project Number:	57726GE
Sample ID:	C10501F
Figure:	B.4

SWELL - CONSOLIDATION TEST



SUMMARY OF TEST RESULTS		
Sample Source:	TB-4 @ 1 foot	
Visual Soil Description:	Sand, clayey (SC)	
Swell Potential (%)	0.0%	
Constant Volume Swell Pressure (lb/ft²):	<100	
	Initial	Final
Moisture Content (%):	6.6	16.4
Dry Density (lb/ft³):	115.7	117.8
Height (in.):	1.000	0.948
Diameter (in.):	1.94	1.94

Project Number:	57726GE
Sample ID:	C10501G
Figure:	B.5



Colorado Title & Closing Services - Cortez
631 E. Main Street
Cortez, CO 81321
Phone: (970)564-9770
Fax: (970)564-9769

2474 PATTERSON ROAD, LLC
2474 PATTERSON ROAD SUITE 200
GRAND JUNCTION, CO 81505

Re: Order No. MO22200547

Dear Tor or Ryar,

Enclosed please find the Owner's Title Insurance Policy issued in connection with the above captioned order.

In accordance with the Financial Services Modernization Act, also known as the Gramm-Leach-Bliley Act, effective July 1, 2001, it is our policy that we will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

We thank you for this opportunity of serving you. If you should have any questions or require further assistance, please do not hesitate to call on us.

Sincerely,

COLORADO TITLE & CLOSING SERVICES, LLC

A handwritten signature in purple ink that reads "Kathleen E. Padilla".

Policy Department 6/9/22

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY

**WESTCOR LAND
TITLE INSURANCE COMPANY****OWNER'S POLICY OF TITLE INSURANCE**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: CO1026 * MO22200547

WESTCOR LAND TITLE INSURANCE COMPANY**Colorado Title & Closing Services, LLC****970 Main Avenue
Durango, CO 81301**

By:

President

Attest:

Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “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 insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public

Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or

CONDITIONS AND STIPULATIONS - CONTINUED

damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses in-

curred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any

method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

ALTA OWNER'S POLICY
(6-17-06)

WESTCOR
LAND TITLE
INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

Order No.: **MO22200547**
Policy No.: **OP-6-CO1026-14087587**

Date of Policy: **May 11, 2022 at 2:57PM**
Amount of Insurance: **\$94,900.00**
Premium: **\$750.00**

1. Name of Insured:

2474 PATTERSON ROAD, LLC

2. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in:

2474 PATTERSON ROAD, LLC

4. The land referred to in this policy located in the State of Colorado, County of **Montezuma** is described as follows:

TRACT I

Lot 19A, THE AMENDED PLAT OF LOTS 9, 10, 19, 20 AND THE FRONTIER PLAZA TRACT, BLOCK 5, HENRY SUBDIVISION TO THE CITY OF CORTEZ, COLORADO, according to the plat thereof filed for record August 29, 1997, in Book 13 at Page 86.

TRACT II

Lot 17, Block 5, HENRY ADDITION to the City of Cortez, according to the plat thereof filed for record April 29, 1957 in Book 7 at Page 36.

TRACT III

Lot 18, Block 5, HENRY ADDITION to the City of Cortez, according to the plat thereof filed for record April 29, 1957 in Book 7 at Page 36.

SCHEDULE B

EXCEPTIONS

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

1. 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 that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

NOTE: Real Estate Taxes for the year 2021 are paid. Real Estate Taxes for the year 2022 are not yet due or payable.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
7. Easement as described in instrument from James R. Henry and E.W. Henry to Empire Electric Association, Inc., recorded October 13, 1955 in Book 214 at Page 292.
8. All easements, plat notes and notices, building setbacks, restrictions and general dedications pertaining to subject property as set forth on the plat of Henry Addition filed for record April 29, 1957 in Book 7 at Page 36, and any appurtenances thereto.
9. All easements, plat notes and notices, building setbacks, restrictions and general dedications pertaining to subject property as set forth on the amended plat of Henry Subdivision filed for record August 29, 1997 in Plat Book 13 at Page 86, and any appurtenances thereto.
10. Any, tax, assessment, fees or charges, by reason of the inclusion of the subject property in the local street improvement and Cortez Sanitation Districts and any resolutions, ordinances and/or agreements pertaining thereto.



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: 10/12/2023
RE: Resolution No. 26, Series 2023

DISCUSSION

S N Warehouse, LLC (the "Applicant"), is requesting approval of a Site Plan/Conditional Use Permit to establish/renovate a storage facility located on the Property at 459 W North Street. There is an existing building on the western lot that has never been completed.

BACKGROUND

The Applicant hopes to renovate the existing building into climate controlled indoor storage with a small office, meeting room and kitchen for employees. A proposed second structure will consist of covered outdoor storage for large recreational vehicles, boats, etc. The eastern lot is currently vacant. A lot consolidation will be required prior to construction. Storage facilities are conditional uses in the Commercial Highway (C) zone.

FISCAL IMPACT

Not reviewed

RECOMMENDATION

Staff and the Planning & Zoning Commission recommend that City Council approve the Resolution approving the application for the Conditional Use Permit/Site Development Plan, and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

MOTION

If the Staff and P&Z recommendations are agreed upon by the City Council, a possible motion would be:
I move that the Cortez City Council approve Resolution No. 26, Series 2023, a resolution approving a Conditional Use Permit/Site Development Plan for the proposed storage facility on property located at 459 N West St., Cortez, Colorado, with the 4 conditions as stated in the Resolution.

Attachments

Staff Report
resolution no. 26
P&Z Resolution No. 17, Series 2023
Documentation



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

Meeting Date: October 24, 2023
Project No. LU23-08

STAFF REPORT

TO: Members of the Cortez City Council
FROM: Nancy Dosdall, Contract City Planner

SUBJECT: Application for approval of a Site plan/Conditional Use Permit for a proposed storage facility to be located at 459 W North Street, Cortez, CO, zoned C, Commercial Highway District (the “Property”).

APPLICANT: The S N Warehouse, LLC (Erin and Jeramie Neer)

OWNER: The S N Warehouse, LLC

ATTACHMENTS: CC Resolution No. 26, Series 2023
P&Z Resolution No. 17, Series 2023
Project Narrative
Site Plan

BACKGROUND

The applicant, The S N Warehouse, LLC (the “Applicant”), is requesting approval of a conditional use permit to establish/renovate a storage facility located on the Property at 459 W North Street. There is an existing building on the western lot that has never been completed. The Applicant hopes to renovate the existing building into climate controlled indoor storage with a small office, meeting room and kitchen for employees. The second structure will consist of covered outdoor storage for large recreational vehicles, boats, etc. The eastern lot is currently vacant. A lot consolidation will be required prior to construction. Storage facilities are conditional uses in the Commercial Highway (C) zone.

The site is bounded on all sides by commercial properties, all zoned Commercial Highway (C).

DEVELOPMENT STANDARDS

Development Standard	C Zone Requirement	Proposed
Min. lot area (sq. ft.)	3,000	33,722 sq. ft. (after consolidation)
Min. front yard (ft.)	10'	10'
Min. side yard (ft)	0'	15'
Min. rear yard (ft)	7'	20'
Max. lot coverage	50%	42%
Min. floor area	n/a	n/a
Max height (ft)	50'	19' 3 1/8"
Parking	No code requirement	4 spaces provided
Landscaping	10% or 3,372 sq. ft.	10.3% or 3,467 sq. ft.

ISSUES

A conditional use is a use that may be permitted subject to conditions imposed upon the approval of the use that are designed to reasonably mitigate any adverse impacts upon surrounding properties. Both the planning commission and the city council shall use the following criteria in reviewing conditional use permit requests. It is specifically understood that certain criteria listed below may not apply to a particular application. The applicant shall adequately demonstrate that the applicable criteria have been met:

- (1) The proposed conditional use is compatible with adjacent existing uses and other allowed uses in the zoning district. Such compatibility shall be expressed in terms of appearance, architectural scale and features, site design and scope, landscaping, as well as the control of adverse impacts including noise, vibration, smoke, fumes, gas dust, odor, lighting, glare, traffic circulation, parking, or other undesirable or hazardous conditions.
- (2) The proposed conditional use has incorporated design features sufficient to protect adjacent uses including but not limited to: service areas, pedestrian and vehicular circulation, safety provisions, access ways to and from the site, buffering, fencing and site building placement.
- (3) All proposed accessory uses must demonstrate that they are necessary and desirable. All proposed accessory uses shall comply with the requirements of subsections(f)(1) and (2) of this section. Undesirable impacts created by these uses shall be controlled or eliminated.
- (4) Adequate public services (such as: streets, off-street parking, pedestrian facilities, water, sewer, gas, electricity, police and fire protection) must be available without the reduction of services to other existing uses.
- (5) Provisions for proper maintenance of the building, parking and loading areas, drives, lighting, signs, landscaping, etc. shall be provided.
- (6) The proposed conditional use shall conform to adopted plans, hours of operation, policies and requirements for parking and loading, signs, highway access, and all other applicable regulations of this code and other applicable regulations.

The purpose of the site plan review is to ensure compliance with all regulations and to protect the public health, safety and welfare, to promote balanced growth, to ensure adequate provision of public services and facilities and to guide the character of the city. Section 6-14.12 (f) of the Land Use Code ("LUC") states:

The Planning Commission in its consideration shall use the standards set forth in Chapter 5 of this code and shall include paving and layout of streets, alleys and sidewalks, means of ingress and egress, provisions for drainage, parking spaces, areas designated for landscaping, and other aspects deemed by the planning commission necessary to consider in the interest of promoting the public health, safety, order, convenience, prosperity and general welfare.

DISCUSSION

The Property is located in a commercial area in the Commercial Highway (C) zone, surrounded by commercial uses. Storage facilities are generally quiet, with limited impacts to neighboring properties in regards to traffic or other operating issues.

The existing structure was constructed in 1990, but never fully completed and is in need of major renovation and improvement prior to occupancy. The proposed project, as submitted meets all requirements of the C zone and criteria for a conditional use permit.

AGENCY REVIEW

Cortez Sanitation (Jan Nelson)

A sewer tap (Plant Investment Fee) will need to be purchased for this location. The fee is based on the water tap size.

GIS Coordinator (Doug Roth)

No concerns. Property owners may want to ask the County assessor to consolidate this under one property account since proposed improvements will span the lots.

Caution needs to be noted about the Fiber Optic line that appears to be on applicants' property appx 10 feet from the west side of the existing warehouse building.

CDOT (Dan Roussin)

I have reviewed the proposed Storage Facility to be located at 459 W. North Street. The storage facility doesn't have any direct access to the State Highway system. It is unlikely the development will increase the traffic on North Street by 20%; therefore, no access permit is needed for this development.

City Engineer (Kevin Kissler)

Please find engineering red lines attached for the SN Warehouse LLC plan set.

A key update for the Land Use Code update will be our drainage requirements. Below is a link to CRS for current drainage requirements mandated by the state. Given the City's lack of storm drainage infrastructure, it would be beneficial to reduce flooding by amending this requirement so that 97% of the 5 year storm intensity must INFILTRATE ONLY. Otherwise the standard CRS would be applicable.

https://mhfd.org/wp-content/uploads/2019/12/UDFCD_Stormwater_Legislation_Memo_2016-03-09-1.pdf

ALTERNATIVES

1. The City Council can approve the Resolution approving the application for the conditional use permit/site development plan for the proposed storage facility on property located at 459 N West St., Cortez, Colorado, in the Commercial (C) zone; or
2. The City Council can deny the application for the conditional use permit/site development plan and state its reasons; or
3. The City Council can ask for more information and continue the application to a date certain; or
4. The City Council can approve the Resolution approving the application for the conditional use permit/site development plan, and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

STAFF & P&Z RECOMMENDATION

If the City Council chooses to follow the recommendation of Staff and the Planning & Zoning Commission, a possible motion would be: **I move that the Cortez City Council approve Resolution No. 26, Series 2023, a resolution approving a conditional use permit/site development plan for the proposed storage facility on property located at 459 N West St., Cortez, Colorado, with the following 4 conditions:**

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications.
2. The appropriate construction drawings and reports for the project, revised as required by the City Engineer shall be 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. A drainage report meeting CDPHE requirements shall be submitted and approved by the City Engineer prior to issuance of a building permit for the Property.
4. Prior to issuance of a building permit for the project, the lots will be consolidated.

CITY OF CORTEZ
RESOLUTION NO. 26, SERIES 2023

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND SITE PLAN
FOR A PARCEL LOCATED AT 459 W NORTH STREET, CORTEZ, COLORADO, IN
THE COMMERCIAL HIGHWAY (C) ZONING DISTRICT**

WHEREAS, the owner/applicant, The S N Warehouse, LLC (the “Owner/applicant”), has applied for review and approval of a Conditional Use Permit and Site Plan for a storage facility to be located at 459 W North Street, Cortez, Colorado, and more particularly described as (the “Property”):

Lots 4, 5, 6, 7, 8 and 9, Block 2W, Western Addition, according to the plat thereof filed for record November 20, 1947 in Book 1 at Page 56, also known as 459 W North, Cortez, Colorado

WHEREAS, the Owner/applicant presented an application and necessary submittal items requesting review and a recommendation of approval of the application by the City Planning and Zoning Commission at a regular meeting held on October 3, 2023; and

WHEREAS, Section 6.10 of the Cortez Land Use Code, Conditional Use Permits, indicates that the owner or developer of a property may request a conditional use permit for development of said property; and

WHEREAS, the Planning and Zoning Commission reviewed the request for a Conditional Use Permit and is recommending approval of the request on the Property, as evidenced by adoption of P&Z Resolution No. 17, Series 2023; 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 met.

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

THAT, this Resolution No. 26, Series 2023, establishes the conditions of approval for a Conditional Use Permit and Site Plan on the Property; and

THAT, the Conditional Use Permit and Site Plan for the Property is hereby approved, subject to the following conditions to ensure compliance with the standards in the Cortez Land Use Code for a conditional use permit and site development plan:

- a. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of

the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.

- b. The appropriate construction drawings and reports for the project, revised as required by the City Engineer shall be 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.
- c. A drainage report meeting CDPHE requirements shall be submitted and approved by the City Engineer prior to issuance of a building permit for the Property.
- d. Prior to issuance of a building permit for the project, the lots will be consolidated.

MOVED, SECONDED, AND ADOPTED THIS 24th DAY OF OCTOBER 2023.

CORTEZ CITY COUNCIL

Arlena Yazzie, Mayor Pro-tem

ATTEST:

Linda L. Smith, City Clerk

**CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 17, SERIES 2023**

**A Resolution Recommending Approval of a Conditional Use Permit and Site Development
Plan for a parcel located at 459 W North Street, Cortez, Colorado, zoned C, Commercial
Highway**

WHEREAS, the owner/applicant, The S N Warehouse, LLC (the “Owner/applicant”), has applied for review of a Conditional Use Permit and Site Plan for a storage facility to be located at 459 W North Street, Cortez, Colorado, and more particularly described as (the “Property”):

Lots 4, 5, 6, 7, 8 and 9, Block 2W, Western Addition, according to the plat thereof filed for record November 20, 1947 in Book 1 at Page 56, also known as 459 W North, Cortez, Colorado

WHEREAS, the Owner/applicant presented a request and necessary submittal items for review of the application by the City Planning and Zoning Commission at a regular meeting held on October 3, 2023; and

WHEREAS, Section 6.10 of the Cortez Land Use Code, Conditional Use Permits, indicates that the owner or developer of a property may request a conditional use permit for development of said property; and

WHEREAS, the Planning and Zoning Commission reviewed the request for a Conditional Use Permit and is recommending approval of the request on the Property, as evidenced in the adoption of this P&Z Resolution No. 17, Series 2023; and

WHEREAS, based on the evidence and testimony presented at said meeting, the Planning and Zoning Commission is recommending that the City Council approve the requested Conditional Use Permit; 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 met.

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

THAT, this P&Z Resolution No. 17, Series 2023, establishes the conditions of approval for a Conditional Use Permit on the Property; and

THAT, the Conditional Use Permit for the Property is hereby recommended to City Council for approval, subject to the following conditions to ensure compliance with the standards in the Cortez Land Use Code for a conditional use permit:

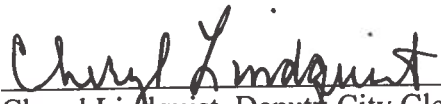
- a. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
- b. The appropriate construction drawings and reports for the project, revised as required by the City Engineer shall be 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.
- c. A drainage report meeting CDPHE requirements shall be submitted and approved by the City Engineer prior to issuance of a building permit for the Property.
- d. Prior to issuance of a building permit for the project, the lots will be consolidated.

MOVED. SECONDED. AND ADOPTED THIS 3rd DAY OF OCTOBER. 2023

CORTEZ PLANNING AND ZONING COMMISSION


Robert Rime, Chairman

ATTEST:


Cheryl Lindquist, Deputy City Clerk

Conditional Use Permit Application Checklist

Date: Sept. 5, 2023

APPLICANT: Jeremy and Erin Neer

ADDRESS: 459 W. North St, Cortez, Co. 81321

PHONE/FAX: 970-729-1619

FOR: RV and Boat Storage

Submittal Requirements:

- X Letter of petition requesting conditional use permit
- X Title certificate from licensed title company or attorney listing:
 - The name of the property owner(s)
 - All liens
 - All easements and judgments of record affecting the subject property

The Petition Shall Show or be Accompanied By:

- X Street address and legal description of the property
- X Any and all plans, information, operating data and expert evaluation necessary to clearly explain the location, function & characteristics of any building or proposed use. Such as floor plans, site plan, or operating information. Provide a detailed narrative addressing the applicable criteria for a CUP, LUC section 6.10(f).
- X Filing fee (\$300) to cover the costs of review in accordance with the current adopted fee schedule

Notification Requirements

- Public hearing notice to paper 15 days prior to **P&Z** Meeting (20 days for paper to print on the 15 day schedule)
- Notice to landowners 15 days prior to P&Z meeting
- Public Hearing notice to paper 15 days prior to **Council** Meeting (20 days for paper to print on the 15 day schedule)

SITE PLANS
(Land Use Code Section 6.14)

Contractor's Name: TBD Phone/Fax: _____

Owner's Name: Jeremy and Erin Neer Phone/Fax: 970-729-1619

Address: 459 W North St, Cortez CO 81321 Zone District: Commercial Highway

Legal Description (Lot & Block): Subdivision: WESTERN Lot: 4-9 Block: 2 .516AC B416 P78 B429 P280-281

Existing Use: NA Proposed Use: RV and Boat Storage

Lot Dimensions: 150' x 224.75', Proposed Proposed GFA(Gross Floor Area): 14,067 SQFT

Application Requirements

_____ 3 copies of site plan drawn to scale, titled "Preliminary Site Plan"

_____ Scale and north point indicated

_____ Name of street on drawing _____

_____ Fees \$650.00

_____ Site plan shall contain, but not limited to:

- ☐ Drives, streets, and rights-of-way
- ☐ Easements
- ☐ Location and dimensions of structures and signs
- ☐ Typical elevations of such buildings
- ☐ Access ways, including points of ingress, egress
- ☐ Parking, loading, and refuse areas
- ☐ Common open space
- ☐ Landscaping and open spaces
- ☐ Topography
- ☐ Specific areas proposed for specific types of land use
- ☐ Lots or plots
- ☐ Area proposed for dedication
- ☐ Parks and parkways
- ☐ School sites
- ☐ Wetlands

☐ Narrative describing the proposed development, Lot, Block and subdivision description, and name(s), address and phone number of the property owner(s) must be attached to the plat

☐ A copy of the warranty deed and title commitment current within thirty days of submittal.

☐ Five copies of the drainage plan.

☐ Five copies of the landscape plan.

☐ Five copies of building elevations of all sides to include rooftop mechanical structures and showing screening of rooftop mechanical devices.

☐ Surface and subsurface soils report.

☐ Additional copies may be requested for the referral process

☐ Certification of notification of mineral estate owners as described in Section 6.04 (b)(19).

Review Procedures/Approval Requirements

_____ Site plan submittal, narrative, fees, and application form **\$650.00**

_____ PN in paper 15 days prior to **P&Z** meeting on October 3, 2023 6:30 pm

Action of **P&Z**: _____

_____ PN in paper 15 days prior to **Council** meeting on October 24, 2023 7:30 pm

Action of **Council**: _____

_____ Certificate of Occupancy, provided that:

- ☐ Landscaping requirements met
- ☐ Drainage plan approved by City Engineer
- ☐ Parking lot and drainage facilities are in
- ☐ Fire flow/prevention approved by Cortez Fire District
- ☐ Other requirements are met by agencies and Building Official

||||||| clark & chapin architects

Dolores CO | Seattle WA | 970 799 0274

Planning Narrative - Proposed Storage Facility

2023.08.31

Jeramie and Erin Neer
(970) 729-1619

Proposed Storage Facility

Address:

459 W North St, Cortez CO 81321

Parcel Number:

561127102010

Legal Description:

Subdivision: WESTERN Lot: 4-9 Block: 2 .516AC B416 P78 B429 P280-281

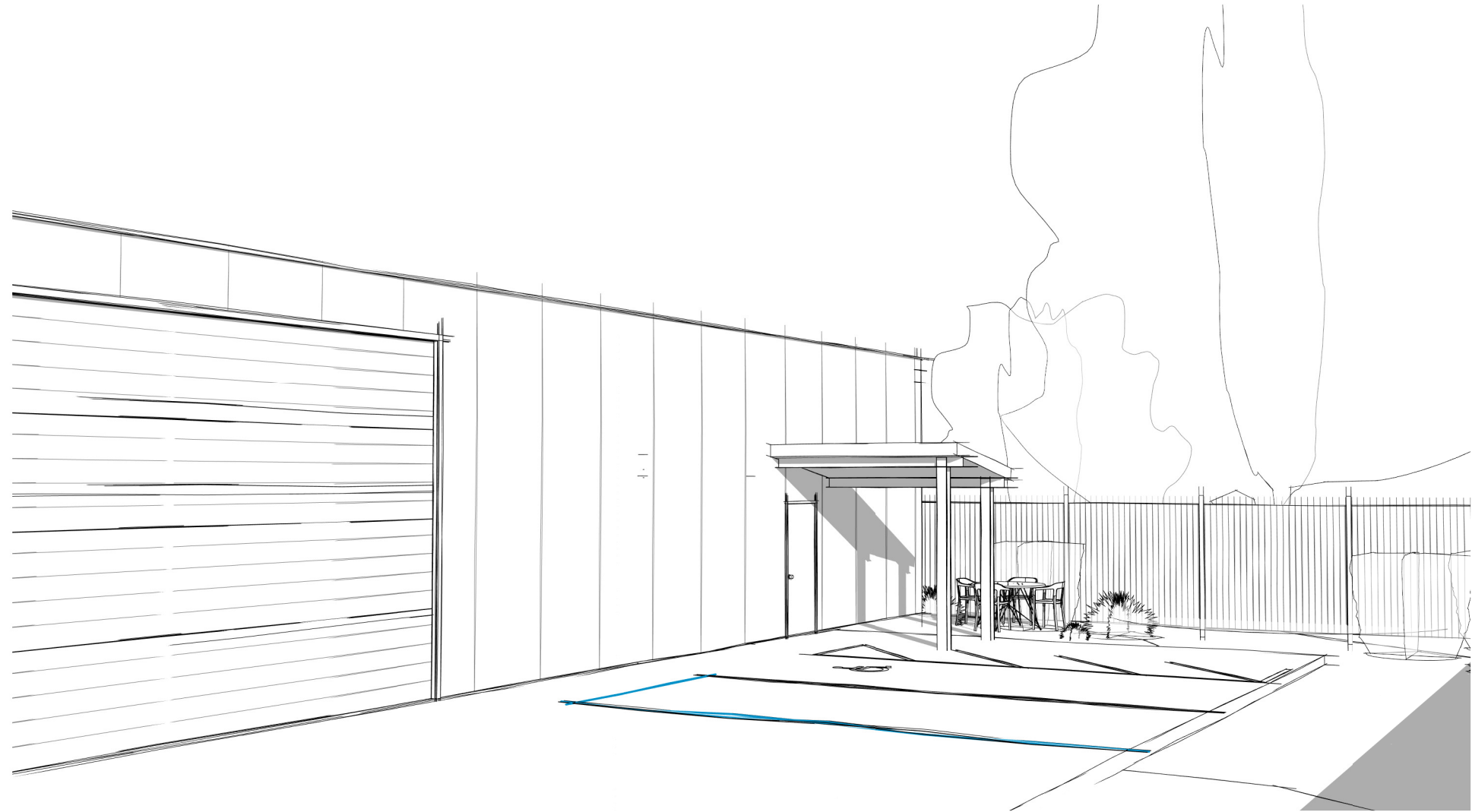
The proposed storage facility at 459 W North Street will house recreational vehicles, boats, cars and other large items. The existing building will be indoor climate-controlled storage and include a small entry foyer, office, meeting room and kitchen facilities. The building will be re-roofed, water-proofed and insulated, will have a concrete slab, and sewer and water tied in. It will have fire sprinklers throughout. The covered outdoor storage will accommodate large recreational vehicles, boats, vehicles, etc. not requiring climate control. It will be a typical prefab steel framed and roofed building.

As shown in the drawings, we are under the maximum required lot coverage, meet setback, landscaping, drainage / civil, etc. requirements, and are hugely improving what is a long-neglected parcel adjacent to downtown Cortez.

We feel that the parking requirements are not clearly defined for this use case and are proposing what logically seems like adequate parking for the anticipated use. We propose (4) total concrete parking spaces. (1) ADA space, and (3) additional spaces. The only traffic requiring parking will be someone occasionally coming to pay a bill or check in on their stored vehicle. There is no reason for regular visits. There is also plenty of extra space for parking in front of a vehicle stored in the open shed storage area.

Thank you for your consideration of this proposal. We look forward to working with you to help us improve and enhance this long unused parcel in the heart of the Cortez commercial district.

Sincerely, Matt Clark & Jeramie & Erin Neer



Project Contacts

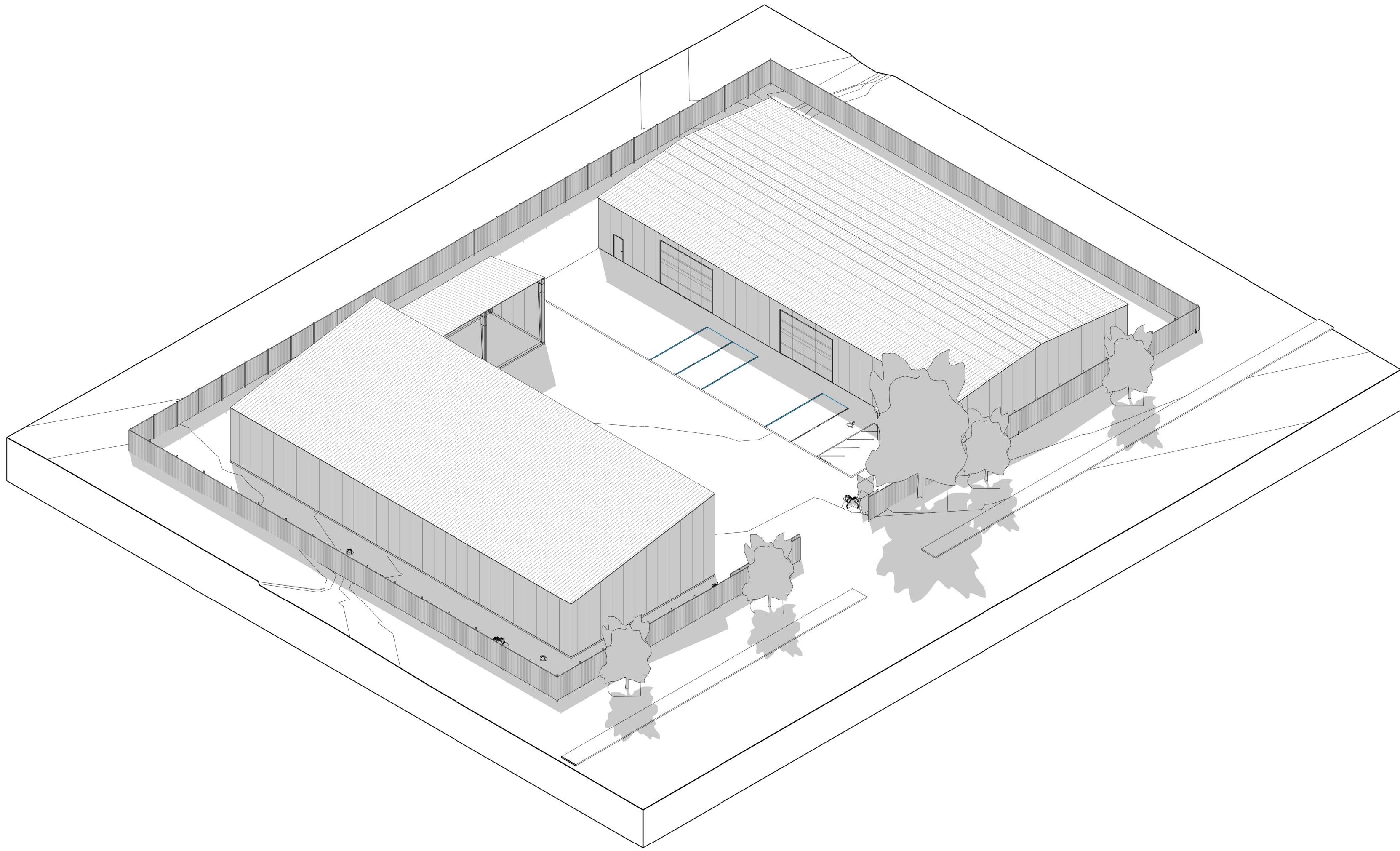
Name, Role	Phone	Email
SN WAREHOUSE LLC (ERIN & JERAMIE NEER), CLIENT	970-729-1619	ERIN@SWEETBOOKSLLC.COM
MATTHEW CLARK, ARCHITECT	970 799 0274	MATT@CLARKCHAPIN.COM
ANDREW RAPIEJKO, CIVIL ENGINEER	970 946 3175	MOUNTAINCIVILDURANGO@GMAIL.COM
TBD, CONTRACTOR		

Sheet Index

GENERAL	
G-000	Cover Sheet
G-001	Project Overview
G-002	Site Plan
G-003	Site Plan, Landscaping
G-004	Site Survey
G-005	Site Plan - Orthomosaic
ARCHITECTURAL	
A-101	Main Level Plan
A-104	Roof Plan
A-201	Exterior Elevations
A-202	Exterior Elevations
A-203	Exterior Elevations
A-204	Exterior Elevations

clark & chapin architects

970 799 0274
WWW.CLARKCHAPIN.COM



SN Storage

Not for Construction

Revisions

NO.	DESCRIPTION	DATE
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Project

ADDRESS	
CLIENT	SN Warehouse LLC
ARCHITECT	Matthew Clark
PROJECT NO.	2109

Sheet and Set

DRAWINGS BY	MC
DRAWINGS SET	Planning Review 1
ISSUE DATE	23.09.05
SHEET TITLE	Cover Sheet
SHEET NUMBER	

G-000

ABV	ABOVE
ACT	ACoustical CEILING TILE
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
ALT	ALTERNATE
ALUM	ALUMINUM
AM	AMERICAN WOOD ASSOCIATION (RATED)
APPROX	APPROXIMATELY
AVG	AVERAGE
B.O.	BOTTOM OF
BULD	BUILDING
BLKG	BLOCKING
BOT	BOTTOM
C	
CJ	CONTROL JOINT
CL	CENTERLINE
CLG	CEILING
CLO	CLOSE
CMU	CLEAR
CJR	CONCRETE MASONRY UNIT
CCO	CARBON MONOXIDE DETECTOR
CONC	CONCRETE
CONT	CONTINUOUS
D	
DEMO	DEMOLITION
DIM	DIMENSION
DN	DOWN
E	
EL	ELEVATION
ELEC	ELECTRIC
EQ	EQUAL
EX	EXISTING
EXT	EXTENDING
F	
FA	FIRE ALARM
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FIN	FINISH
FIXT	FIXTURE
FLR	FLOOR
FOC	FACE OF CONCRETE
FOR	FACE OF FRAMING
FOM	FACE OF MASONRY
FRP	FIRE REINFORCED PLASTIC
FT	FOOT / FEET
FTG	FOOTING
G	
GALV	GALVANIZED
GLB	GLU-LAM BEAM
GWB	GYPsum WALLBOARD
GYP. BD.	GYPsum BOARD
H	
H+CH HB	HOSE BIB, HOT & COLD SPIGOTS (FROST FREE)
HDWR	HOSE BIB (FROST FREE)
HM	HARDWARE
J	HOLLOW METAL
IBC	INTERNATIONAL BUILDING CODE
IECC	INTERNATIONAL ENERGY CONSERVATION CODE
INFO	INFORMATION
INSUL	INSULATION
INT	INTERIOR
J	
JAN	JANITOR
K	
KIT	KITCHEN
KPD	KEYPAD
KPL	KICKPLATE
L	
LAM	LAMINATE
LBR	LUMBER
LBS	POUND(S)
LF	LINEAR FEET
LIN	LINEAR
LOC	LOCATE / LOCATION
LVL	LAMINATED VENEER LUMBER
LVR	LOUVER
M	
MATL.	MATERIAL
MEZZ	MEZZANINE
MFR	MANUFACTURER(ED)
MID	MIDDLE
MIN	MINIMUM
MISC.	MISCELLANEOUS
MOD.	MODIFY
MTL	METAL
N	
N.	NORTH
N/A	NOT APPLICABLE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
O	
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OH	OVERHEAD
OPP	OPPOSITE
P	
PERF	PERFORATED
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLYWD	PLYWOOD
PNL	PANEL
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PWR	POWER
Q	
QTY	QUANTITY
R	
R	RISER(S)
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RM	ROOM
RO	ROUGH OPENING
S	
SCHED	SCHEDULE
SD	SMOKE DETECTOR
SF	SQUARE FOOT / FEET
SIM	SIMILAR
SM	SHEET METAL
SPEC	SPECIFICATION(S)
STD	STANDARD
STRUC	STRUCTURE / STRUCTURAL
T	
T	TREAD(S)
T & G	TONGUE AND GROOVE
TO	TOP OF
TEMP	TEMPORARY
THK	THICKNESS
TOB	TOP OF BEAM / TOP OF BEARING
TOC	TOP OF CONCRETE
TOD	TOP OF FOOTING
TOS	TOP OF SLAB
TOW	TOP OF WALL
TRTD	TREATED
U	
UNOT	UNLESS OTHERWISE NOTED
V	
VFY	VERIFY
VIF	VERIFY IN FIELD
W	
W	WITH
WO	WITHOUT
WF	WIDE FLANGE

General Symbols

- Floor Plan**: VIEW NAME, DRAWING SCALE (1/4" = 1'-0"), DRAWING NUMBER ON SHEET (1).
- Exterior Elevation**: EXTERIOR ELEVATION DRAWING NUMBER ON SHEET (A-201), EXTERIOR ELEVATION SHEET.
- Interior Elevation**: INTERIOR ELEVATION DRAWING NUMBER ON SHEET (A-501), INTERIOR ELEVATION SHEET.
- Grid Number/Letter**: (VARIES WITH AXIS), CORRESPONDING REFERENCE LINES, GENERALLY ALIGNS WITH MAJOR STRUCTURAL COMPONENTS.
- Window Tag**: REFER TO SCHEDULES (AA), EGRESS WINDOW INDICATOR (101), DOOR TAG, REFER TO SCHEDULES (W-A1), WALL TYPE TAG, REFER TO ASSEMBLY TYPE DRAWINGS.

Section Symbols

- Section Condition**: SIMILAR CONDITION (SIM), SECTION NUMBER ON SHEET (1), SECTION SHEET (A-301).
- Detail Condition**: SIMILAR CONDITION (SIM), DETAIL NUMBER ON SHEET (1), DETAIL SHEET (A-401).

Elevation Symbols

- Level Title**: Level 1, Main Floor, ELEVATION (100'-0").
- Spot Elevation**: 100'-0" TOS, REFERENCE ELEMENT (SEE ABBREVIATIONS).
- Primary / Front Entry**: Solid black triangle.
- Secondary Entry**: Hollow black triangle.

Structural Symbols

- Hidden Lines**: Dashed line.
- Overhead Lines**: Long dashed line.
- ADA Clearance Lines**: Dashed line with 'C'.
- Centerline**: Dashed line with 'C'.
- Property Line**: Solid line.
- Fire / Smoke Barrier**: Diamond symbol with 'S'.
- Smoke Barrier Req'd**: Diamond symbol with 'S'.
- No. of Hours Req'd**: Indicated by number of diamond symbols.

Egress Symbols

- Egress Path**: 98'-0", OCC. LOAD: 94, EGRESS PATH, DIRECTION OF EGRESS TRAVEL.
- Region of Coverage**: FJ-1, REGION OF COVERAGE, STRUCTURAL MEMBER REFERENCE TAG, SPAN DIRECTION OF STRUCTURAL MEMBER.

Orientation Symbols

- True North Arrow**: Arrow pointing North.

Room Schedule Symbols

- Project Level**: 101.
- Room Number**: Dining Area.
- Room Name**: Dining Area.
- Total Room Area**: 1,426 SF.
- Use / Occupancy**: A-2 OCCUPANCY.
- Occupant Load Factor**: 15 SF / OCC.

Revision Symbols

- Revision Number**: 1, REVISION NUMBER, REFER TO REVISIONS LEGEND IN TITLES/LOCK.
- Revision Cloud**: INDICATES AREA WHERE REVISIONS ARE APPLICABLE.

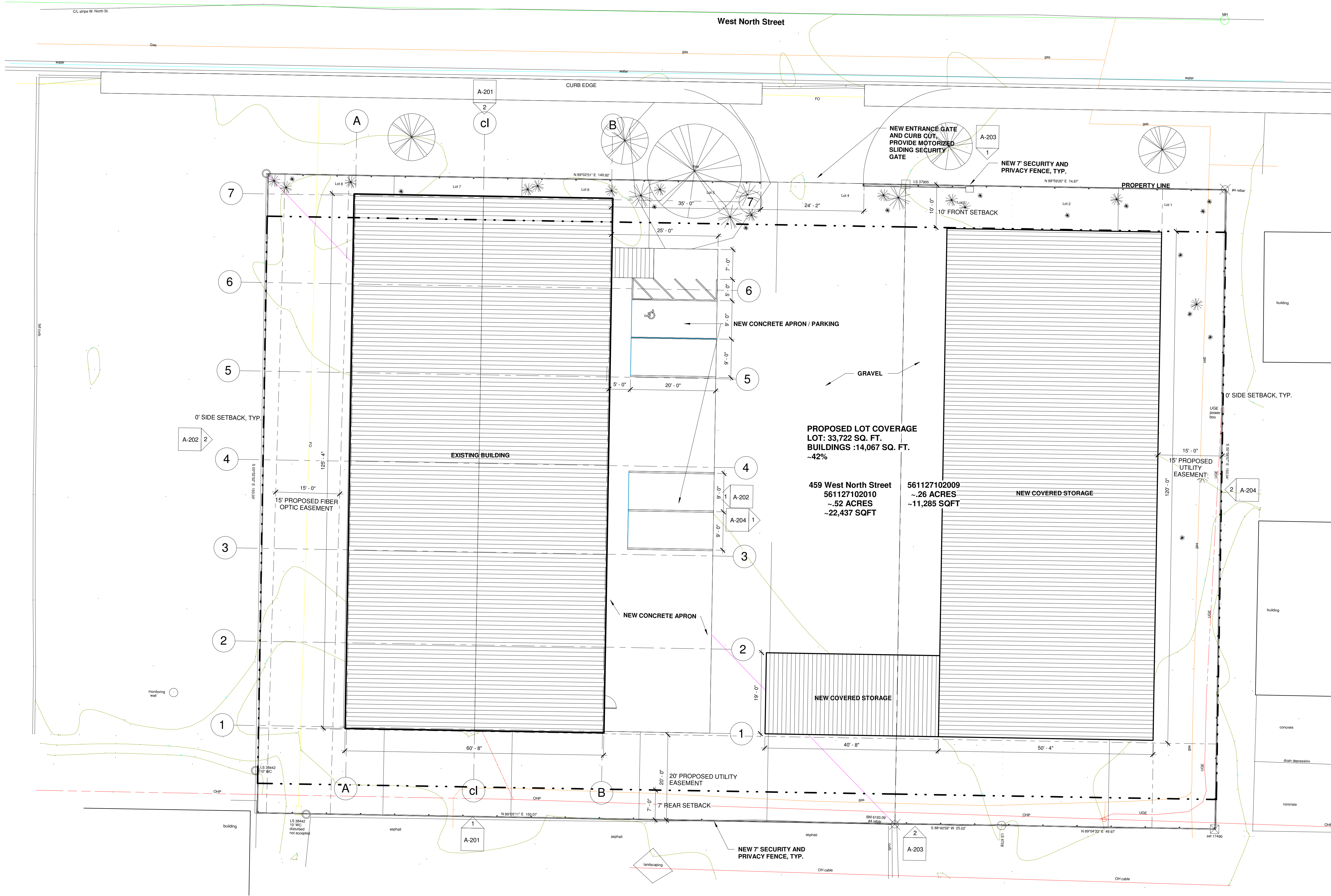
General Symbols

- DISCIPLINE**: G - GENERAL, C - CIVIL, A - ARCHITECTURE, M - MECHANICAL, E - ELECTRICAL, S - STRUCTURAL, I - INTERIORS.
- SERIES NUMBER**: 206.
- SHEET NUMBER**: A-206.

1.0	A. CONSTRUCTION PROCEDURES	
	A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR:	
	1. THE MEANS, METHODS, TECHNIQUES, STRATEGIES, SEQUENCES AND PROCEDURES FOR COORDINATING AND EXECUTING ALL PORTIONS OF THE WORK.	
	2. THE DESIGN AND CONSTRUCTION OF TEMPORARY SUPPORTS, STRUCTURES, SCAFFOLDS, SHORING, BRACING, AND ANY OTHER SUCH TEMPORARY ELEMENTS USED TO EXECUTE THE WORK.	
1.2	3. PROVIDING JOBSITE SAFETY IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.	
	4. PROTECTION OF ALL CONSTRUCTION MATERIALS, PRODUCTS, FINISHES AND EQUIPMENT THROUGHOUT THE CONSTRUCTION PROJECT AND PRIOR TO PROJECT FINAL APPROVAL.	
	SAFETY OF PERSONS AND PROPERTY	
	A. CONTRACTOR SHALL BE RESPONSIBLE TO:	
1.3	1. ENSURE COMPLIANCE WITH THESE REQUIREMENTS AND ALL OTHER APPLICABLE SAFETY REQUIREMENTS AND REGULATIONS.	
	2. IDENTIFY IN ADVANCE OF CONSTRUCTION ANY PORTION OF THE WORK THAT MAY BE CAUSE FOR SUBSTANDARD SAFETY CONDITIONS.	
	3. PROVIDE TIMELY WRITTEN NOTICE TO THE OWNER AND ARCHITECT REGARDING ANY WORK THAT MAY BE CAUSE FOR SUBSTANDARD SAFETY CONDITIONS.	
	4. AUTHORIZE IMMEDIATE ACTION TO STOP WORK AND CORRECT SUBSTANDARD SAFETY CONDITIONS.	
2.0	5. BE RESPONSIBLE FOR THE CONTROL, AVAILABILITY, AND USE OF SAFETY EQUIPMENT, INCLUDING EMPLOYEE PERSONAL PROTECTIVE EQUIPMENT.	
	6. MAKE THOROUGH, REGULAR SAFETY INSPECTIONS OF THE WORK SITE AND IMMEDIATELY ACT TO ELIMINATE UNSAFE ACTS AND UNSAFE CONDITIONS.	
	7. INVESTIGATE WORK SITE ACCIDENTS AND RECOMMEND IMMEDIATE CORRECTIVE ACTION.	
	8. ASSIST IN THE PREPARATION OF ACCIDENT INVESTIGATION AND REPORTING PROCEDURES.	
2.1	9. BE RESPONSIBLE FOR THE CONTROL, AVAILABILITY, AND USE OF SAFETY EQUIPMENT, INCLUDING EMPLOYEE PERSONAL PROTECTIVE EQUIPMENT.	
	SUBMITTALS	
	A. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF A SUBMITTAL SCHEDULE, TO BE PROVIDED TO THE ARCHITECT AND THE OWNER, IN ORDER TO FACILITATE TIMELY SUBMITTAL REVIEWS.	
	B. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SUBMITTAL FOR ANY EQUIPMENT, PRODUCT, MATERIAL OR FINISH NOT SPECIFIED IN THESE NOTES OR DRAWINGS PRIOR TO PURCHASE AND INSTALLATION.	
2.2	C. THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS PRIOR TO ISSUANCE TO THE ARCHITECT, ENGINEERS OR THE OWNER FOR FURTHER REVIEW.	
	D. IN ISSUING ANY SUBMITTALS TO THE ARCHITECT, ENGINEERS OR THE OWNER, THE CONTRACTOR IS REPRESENTING THAT:	
	1. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE FINAL DIMENSIONS INDICATED ON THE SUBMITTAL.	
	2. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE INSTALLATION PROCEDURE, MEANS AND METHODS DESCRIBED OR NOT DESCRIBED.	
2.3	E. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF A SUBMITTAL SCHEDULE, TO BE PROVIDED TO THE ARCHITECT AND THE OWNER, IN ORDER TO FACILITATE TIMELY SUBMITTAL REVIEWS.	
	F. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SUBMITTAL FOR ANY EQUIPMENT, PRODUCT, MATERIAL OR FINISH NOT SPECIFIED IN THESE NOTES OR DRAWINGS PRIOR TO PURCHASE AND INSTALLATION.	
	G. THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS PRIOR TO ISSUANCE TO THE ARCHITECT, ENGINEERS OR THE OWNER FOR FURTHER REVIEW.	
	H. IN ISSUING ANY SUBMITTALS TO THE ARCHITECT, ENGINEERS OR THE OWNER, THE CONTRACTOR IS REPRESENTING THAT:	
2.4	1. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE FINAL DIMENSIONS INDICATED ON THE SUBMITTAL.	
	2. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE INSTALLATION PROCEDURE, MEANS AND METHODS DESCRIBED OR NOT DESCRIBED.	
	I. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF A SUBMITTAL SCHEDULE, TO BE PROVIDED TO THE ARCHITECT AND THE OWNER, IN ORDER TO FACILITATE TIMELY SUBMITTAL REVIEWS.	
	J. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SUBMITTAL FOR ANY EQUIPMENT, PRODUCT, MATERIAL OR FINISH NOT SPECIFIED IN THESE NOTES OR DRAWINGS PRIOR TO PURCHASE AND INSTALLATION.	
2.5	K. THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS PRIOR TO ISSUANCE TO THE ARCHITECT, ENGINEERS OR THE OWNER FOR FURTHER REVIEW.	
	L. IN ISSUING ANY SUBMITTALS TO THE ARCHITECT, ENGINEERS OR THE OWNER, THE CONTRACTOR IS REPRESENTING THAT:	
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2.6	M. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF A SUBMITTAL SCHEDULE, TO BE PROVIDED TO THE ARCHITECT AND THE OWNER, IN ORDER TO FACILITATE TIMELY SUBMITTAL REVIEWS.	
	N. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SUBMITTAL FOR ANY EQUIPMENT, PRODUCT, MATERIAL OR FINISH NOT SPECIFIED IN THESE NOTES OR DRAWINGS PRIOR TO PURCHASE AND INSTALLATION.	
	O. THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS PRIOR TO ISSUANCE TO THE ARCHITECT, ENGINEERS OR THE OWNER FOR FURTHER REVIEW.	
	P. IN ISSUING ANY SUBMITTALS TO THE ARCHITECT, ENGINEERS OR THE OWNER, THE CONTRACTOR IS REPRESENTING THAT:	
2.7	1. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE FINAL DIMENSIONS INDICATED ON THE SUBMITTAL.	
	2. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE INSTALLATION PROCEDURE, MEANS AND METHODS DESCRIBED OR NOT DESCRIBED.	
	Q. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF A SUBMITTAL SCHEDULE, TO BE PROVIDED TO THE ARCHITECT AND THE OWNER, IN ORDER TO FACILITATE TIMELY SUBMITTAL REVIEWS.	
	R. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SUBMITTAL FOR ANY EQUIPMENT, PRODUCT, MATERIAL OR FINISH NOT SPECIFIED IN THESE NOTES OR DRAWINGS PRIOR TO PURCHASE AND INSTALLATION.	
2.8	S. THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS PRIOR TO ISSUANCE TO THE ARCHITECT, ENGINEERS OR THE OWNER FOR FURTHER REVIEW.	
	T. IN ISSUING ANY SUBMITTALS TO THE ARCHITECT, ENGINEERS OR THE OWNER, THE CONTRACTOR IS REPRESENTING THAT:	
	1. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE FINAL DIMENSIONS INDICATED ON THE SUBMITTAL.	
	2. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE INSTALLATION PROCEDURE, MEANS AND METHODS DESCRIBED OR NOT DESCRIBED.	
2.9	U. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF A SUBMITTAL SCHEDULE, TO BE PROVIDED TO THE ARCHITECT AND THE OWNER, IN ORDER TO FACILITATE TIMELY SUBMITTAL REVIEWS.	
	V. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SUBMITTAL FOR ANY EQUIPMENT, PRODUCT, MATERIAL OR FINISH NOT SPECIFIED IN THESE NOTES OR DRAWINGS PRIOR TO PURCHASE AND INSTALLATION.	
	W. THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS PRIOR TO ISSUANCE TO THE ARCHITECT, ENGINEERS OR THE OWNER FOR FURTHER REVIEW.	
	X. IN ISSUING ANY SUBMITTALS TO THE ARCHITECT, ENGINEERS OR THE OWNER, THE CONTRACTOR IS REPRESENTING THAT:	
2.10	1. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE FINAL DIMENSIONS INDICATED ON THE SUBMITTAL.	
	2. THE CONTRACTOR HAS REVIEWED, VERIFIED AND ACCEPTED RESPONSIBILITY FOR THE INSTALLATION PROCEDURE, MEANS AND METHODS DESCRIBED OR NOT DESCRIBED.	
	Y. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF A SUBMITTAL SCHEDULE, TO BE PROVIDED TO THE ARCHITECT AND THE OWNER, IN ORDER TO FACILITATE TIMELY SUBMITTAL REVIEWS.	
	Z. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SUBMITTAL FOR ANY EQUIPMENT, PRODUCT, MATERIAL OR FINISH NOT SPECIFIED IN THESE NOTES OR DRAWINGS PRIOR TO PURCHASE AND INSTALLATION.	
2		

DRAWINGS SET	Planning Review 1
ISSUE DATE	23.09.05
SHEET TITLE	Project Overview
SHEET NUMBER	

G-001



1

Site Plan

3/32" = 1'-0"

clark & chapin architects

970.799.0274
WWW.CLARKCHAPIN.COM

SN Storage

Not for Construction

Revisions

NO.	DESCRIPTION	DATE
-----	-------------	------

Project

ADDRESS	
CLIENT	SN Warehouse LLC
ARCHITECT	Matthew Clark
PROJECT NO.	2109

Sheet and Set

DRAWINGS BY	MC
DRAWINGS SET	Planning Review 1
ISSUE DATE	23.09.05
SHEET TITLE	Site Plan
SHEET NUMBER	

G-002

- LANDSCAPE NOTES**
- 33,722 SQFT TOTAL LOT SIZE
 - 3,372 SQFT REQUIRED LANDSCAPING
 - 3,467 SQFT PROVIDED LANDSCAPING
 - PROVIDE DRIP IRRIGATION TO ALL TREES, SHRUBS AND GROUNDCOVER
 - PROVIDE WEED BARRIER UNDER ALL NATIVE SANDSTONE LANDSCAPE GRAVEL

NEW STREET TREES
AND XERISCAPING
2120 SQFT

CURB EDGE

NEW SIDEWALK

50'-0"

32'-0"

873 SQFT LANDSCAPED AREA
NATIVE SANDSTONE GRAVEL,
SCATTERED DESERT SHRUBS,
GRASSES, YUCCA, AND
SANDSTONE BOULDERS

West North Street

NEW ENTRANCE GATE
AND CURB CUT

NEW STREET TREES
AND XERISCAPING
1569 SQFT

NEW SIDEWALK

20'-0"

50'-0"

NEW 7' SECURITY AND
PRIVACY FENCE,
DECORATIVE METAL

PROPERTY LINE

816 SQFT LANDSCAPED AREA
XERISCAPING - NATIVE SANDSTONE
GRAVEL, SCATTERED DESERT
SHRUBS, GRASSES, YUCCA, AND
SANDSTONE BOULDERS

1778 SQFT LANDSCAPED AREA
XERISCAPING - NATIVE SANDSTONE
GRAVEL, SCATTERED DESERT
SHRUBS, GRASSES, YUCCA, AND
SANDSTONE BOULDERS

10' FRONT SETBACK

EXISTING TREE, TO REMAIN,
TRIM FOR SPACE UNDER CANOPY

GRAVEL

NEW CONCRETE APRON / PARKING

EXISTING STORAGE BUILDING

459 West North Street
561127102010
~.52 ACRES
~22,437 SQFT

561127102009
~.26 ACRES
~11,285 SQFT

NEW COVERED STORAGE

0' SIDE SETBACK, TYP.

7'-0" 7' REAR SETBACK

clark & chapin architects

970.799.0274
WWW.CLARKCHAPIN.COM

SN Storage

Not for Construction

Revisions

NO.	DESCRIPTION	DATE
-----	-------------	------

Project

ADDRESS	
CLIENT	SN Warehouse LLC
ARCHITECT	Matthew Clark
PROJECT NO.	2109

Sheet and Set

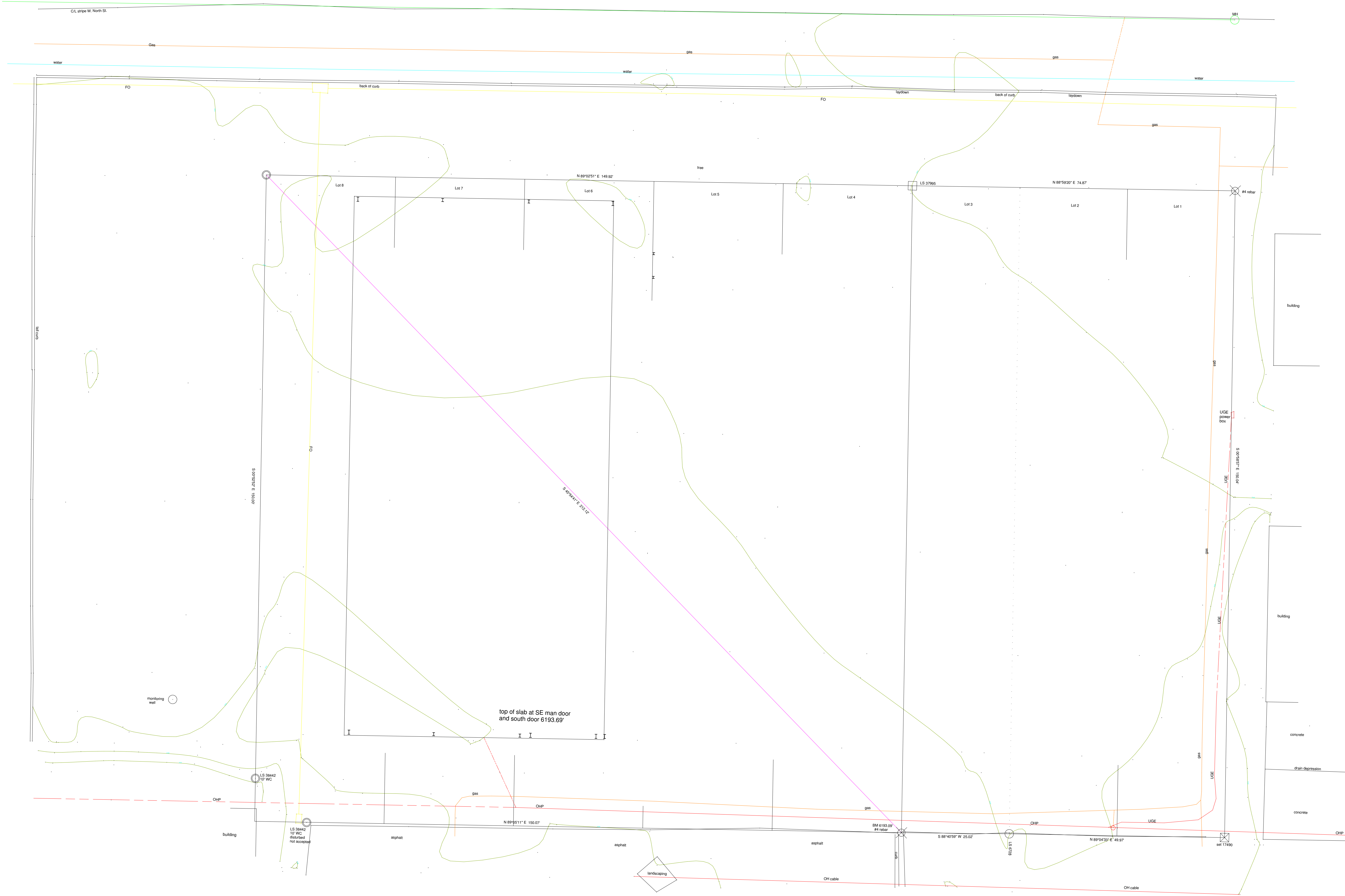
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DRAWINGS SET	Planning Review 1
ISSUE DATE	23.09.05
SHEET TITLE	Site Plan, Landscaping
SHEET NUMBER	

G-003



1 Site Plan - Landscaping

3/32" = 1'-0"



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Project

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CLIENT	SN Warehouse LLC
ARCHITECT	Matthew Clark
PROJECT NO.	2109

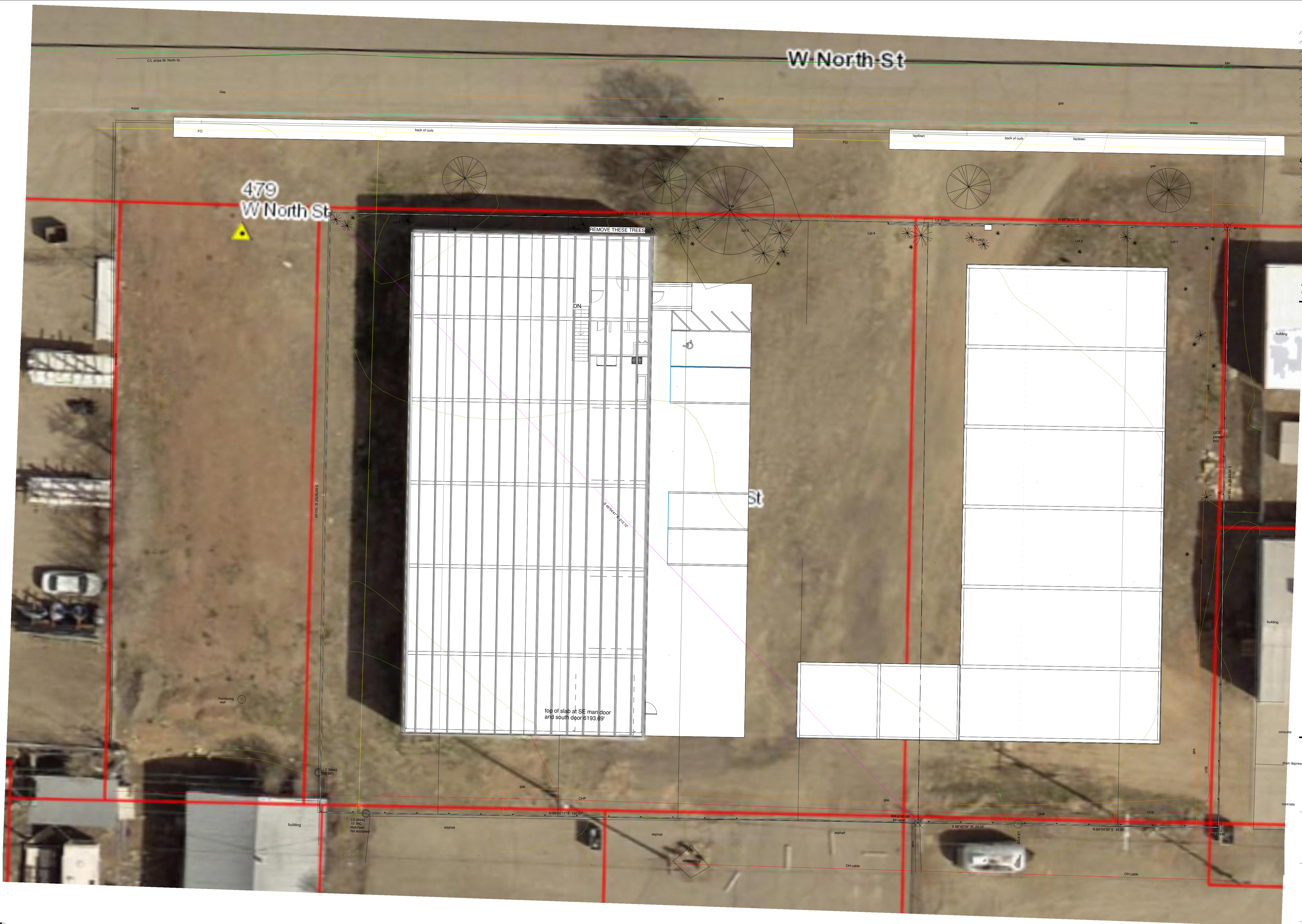
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ISSUE DATE	23.09.05
SHEET TITLE	Site Survey
SHEET NUMBER	

G-004

1 Site Survey

3/32" = 1'-0"



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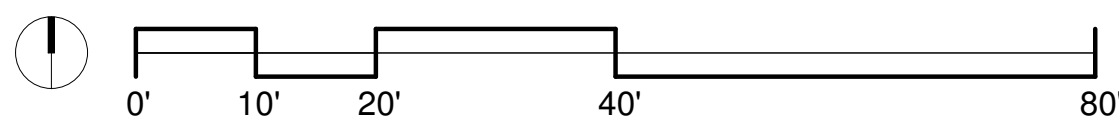
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ARCHITECT Matthew Clark
PROJECT NO. 2109

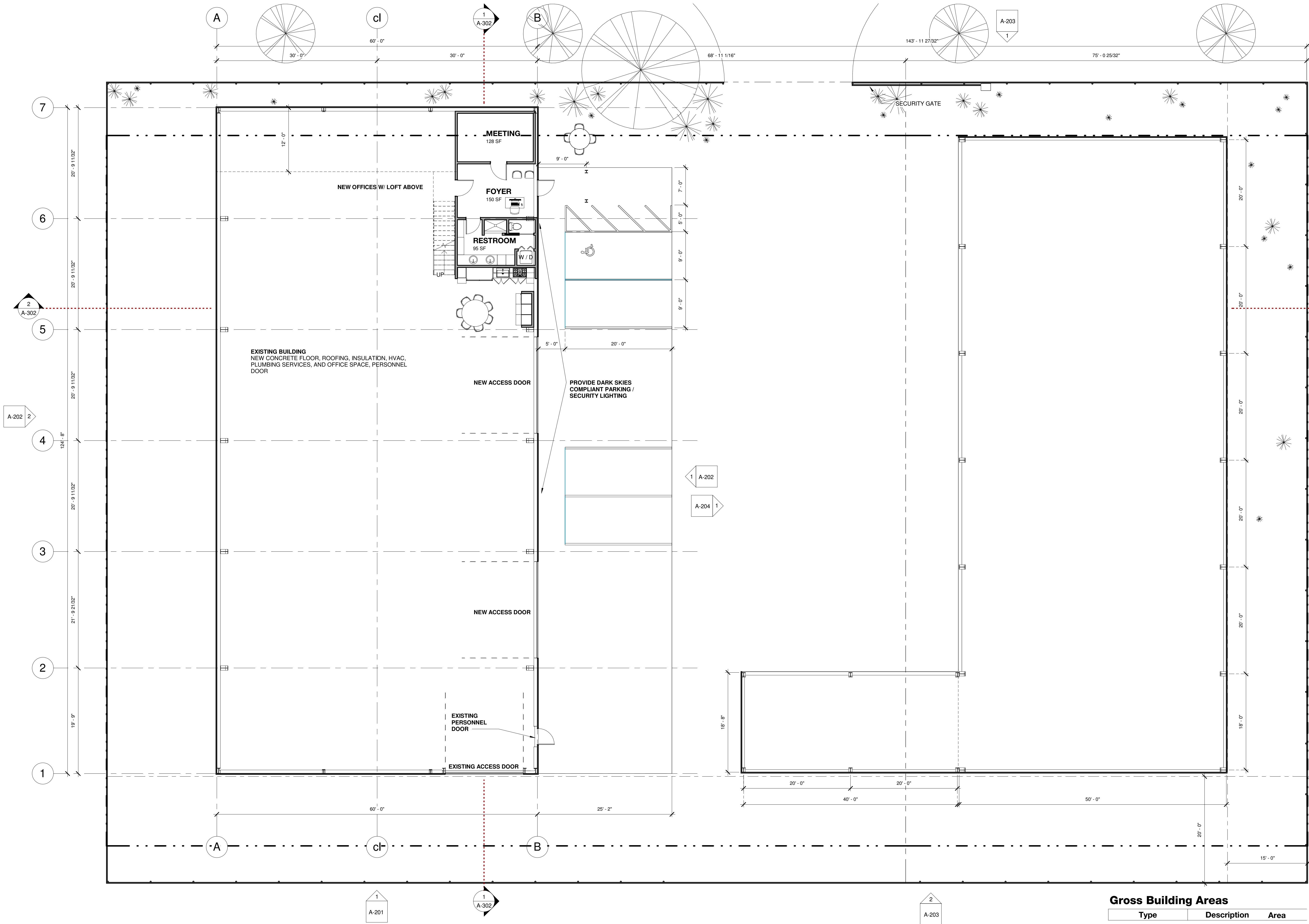
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DRAWINGS SET Planning Review 1
ISSUE DATE 23.09.05
SHEET TITLE Site Plan - Orthomosaic
SHEET NUMBER



1 Site Plan - Orthomosaic
3/32" = 1'-0"

G-005



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ARCHITECT	Matthew Clark	
PROJECT NO.	2109	

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DRAWINGS SET	Planning Review 1	
ISSUE DATE	23.09.05	
SHEET TITLE	Main Level Plan	
SHEET NUMBER		

A-101

1 Main Level Floor Plan
1/8" = 1'-0"

Gross Building Areas

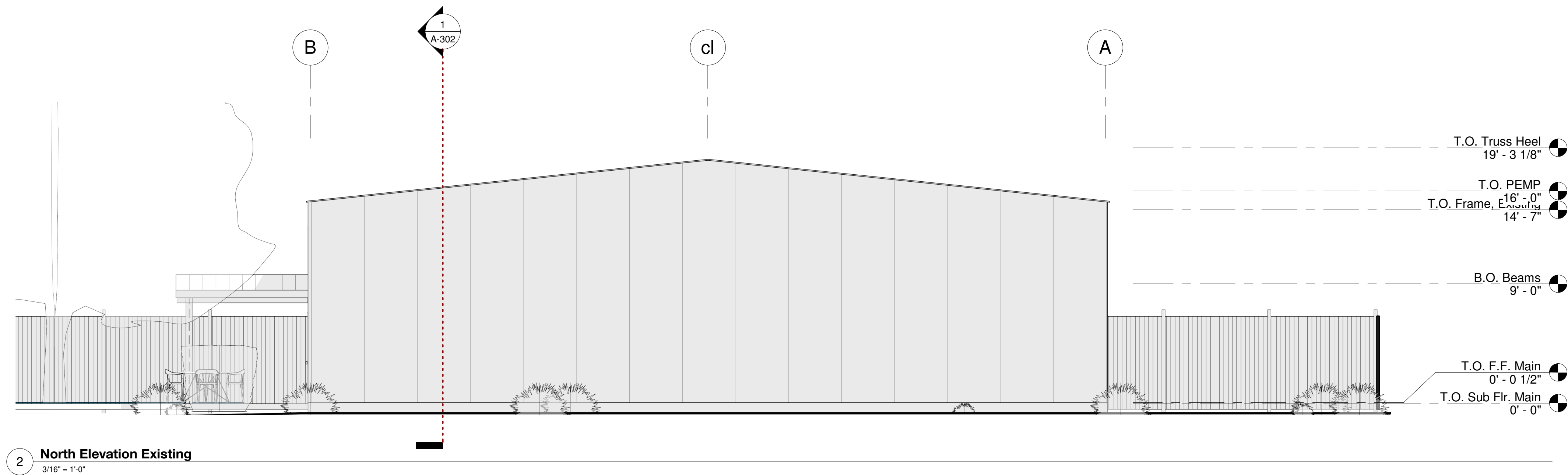
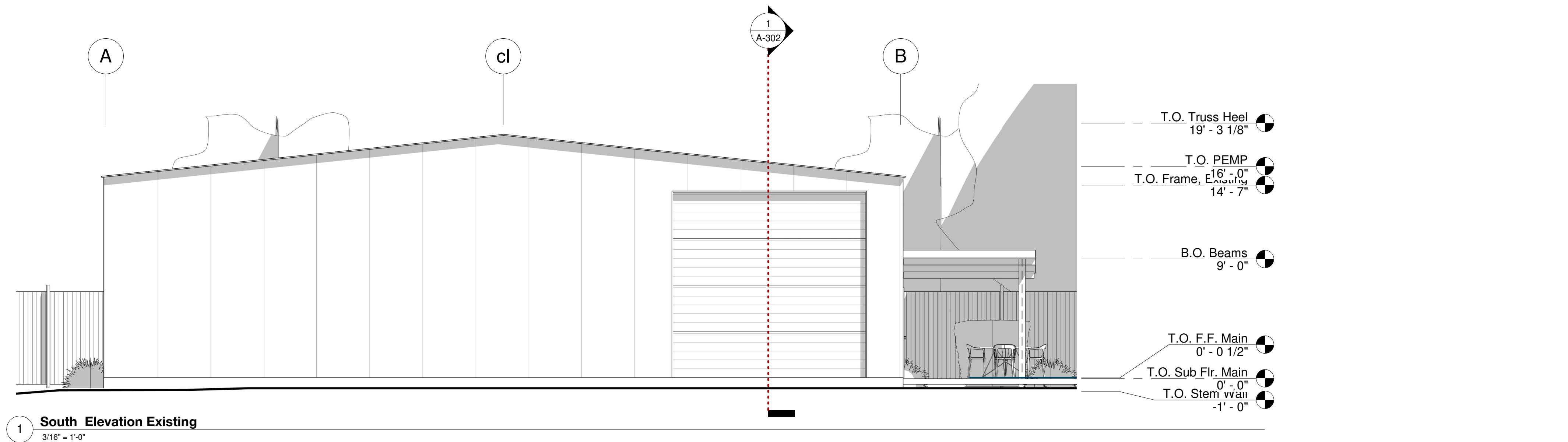
Type	Description	Area
Concrete Slab - 5", Uninsulated	Storage Slab	6771 SF
		6771 SF
Concrete Slab - 6"	Concrete Floor, Existing Building	7296 SF
		7296 SF
Grand total: 2		14067 SF



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DRAWINGS SET	Planning Review 1
ISSUE DATE	23.09.05
SHEET TITLE	Roof Plan
SHEET NUMBER	

A-104



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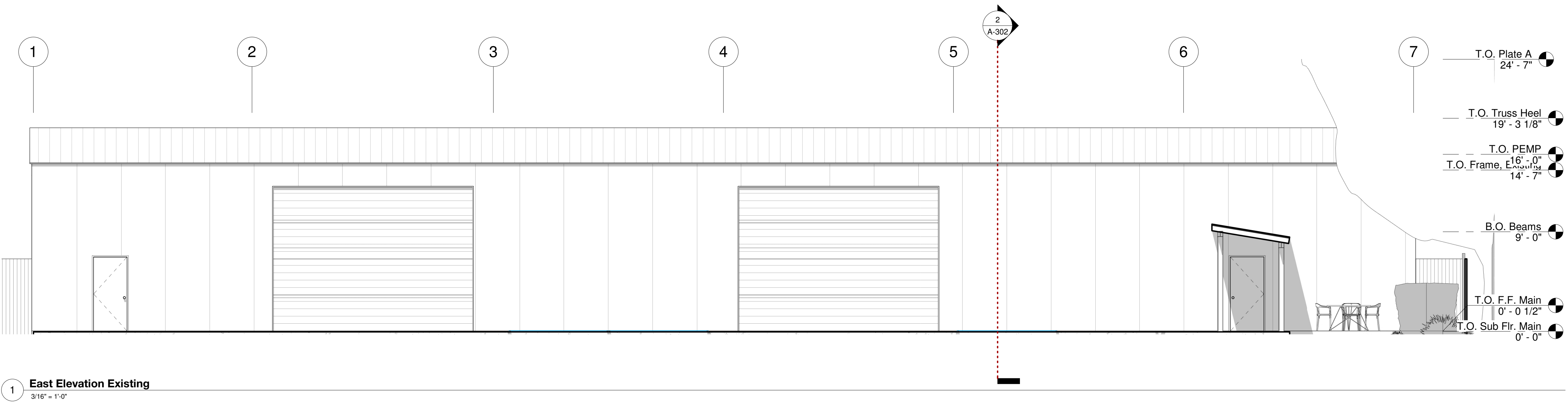
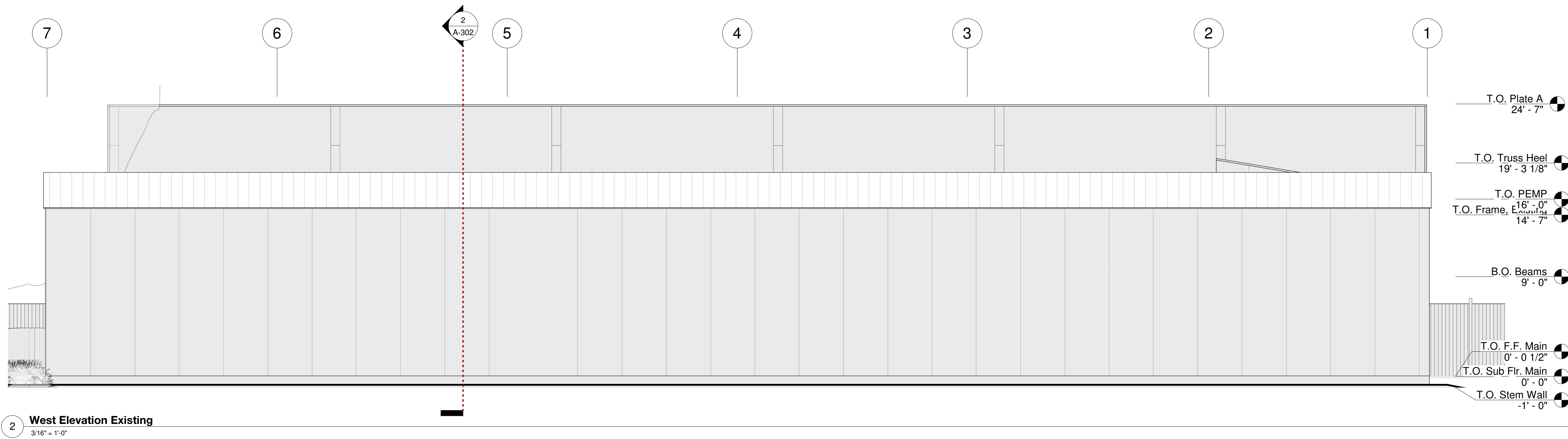
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ARCHITECT	Matthew Clark
PROJECT NO.	2109

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DRAWINGS SET	Planning Review 1
ISSUE DATE	23.09.05
SHEET TITLE	Exterior Elevations
SHEET NUMBER	

A-201



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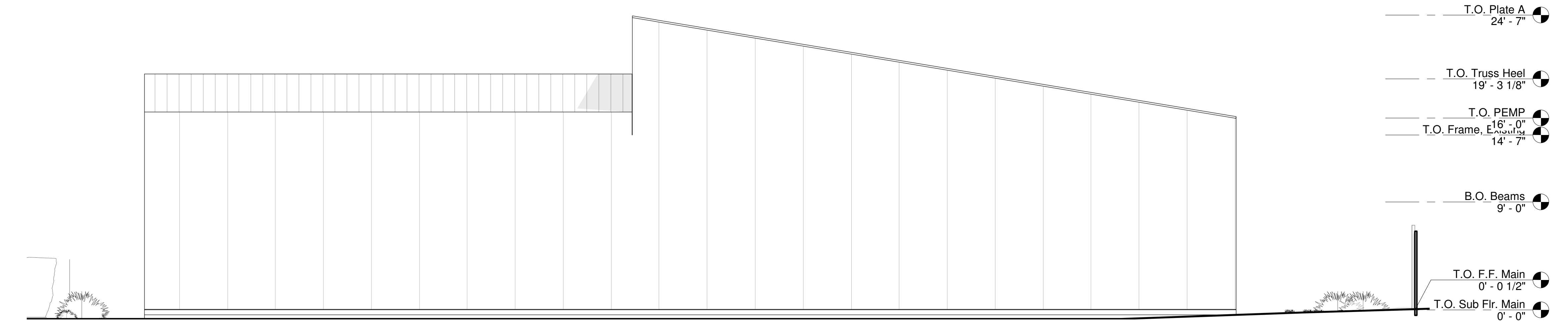
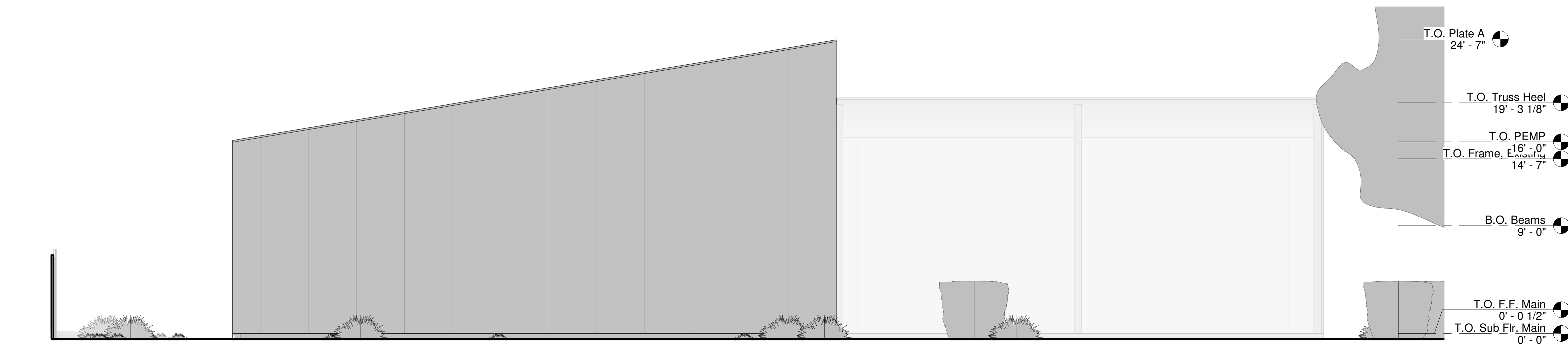
SN Storage
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Revisions		
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CLIENT	SN Warehouse LLC
ARCHITECT	Matthew Clark
PROJECT NO.	2109
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DRAWINGS BY	MC
DRAWINGS SET	Planning Review 1
ISSUE DATE	23.09.05
SHEET TITLE	Exterior Elevations
SHEET NUMBER	

A-202



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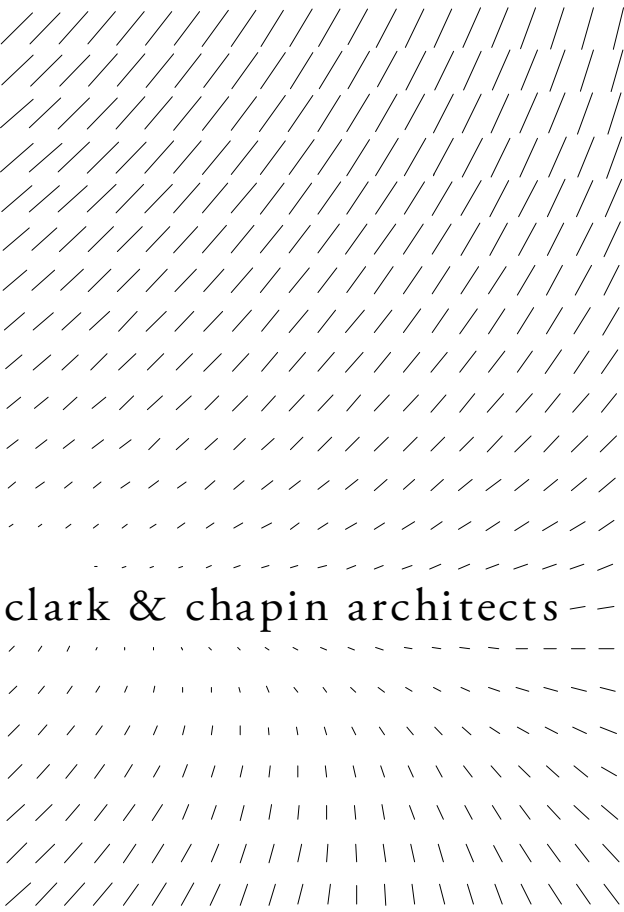
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ARCHITECT	Matthew Clark
PROJECT NO.	2109

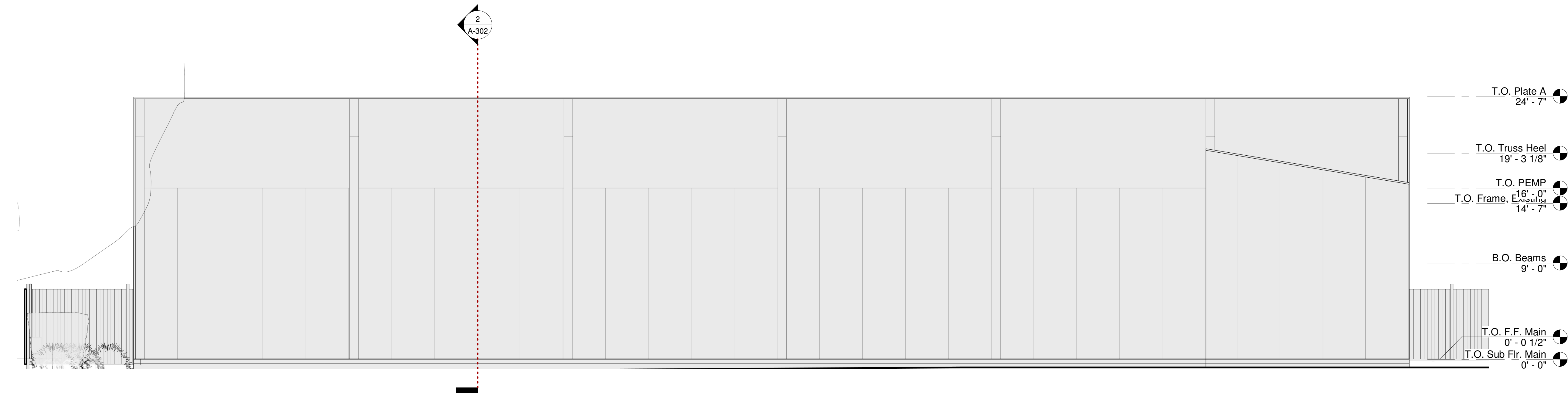
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ISSUE DATE	23.09.05
SHEET TITLE	Exterior Elevations
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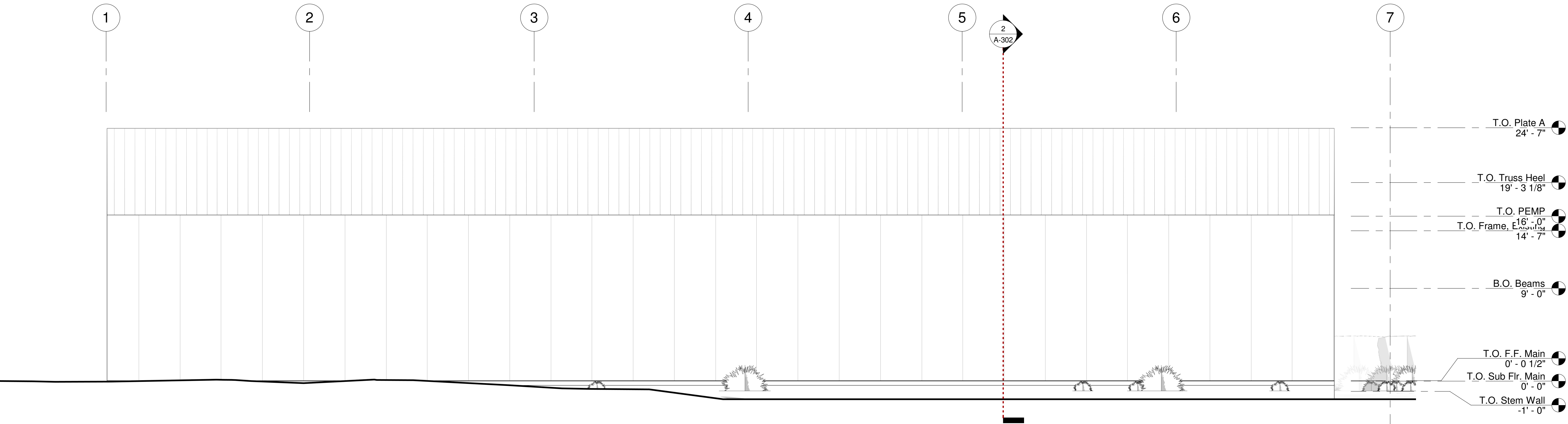
A-203



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1 West Elevation
3/16" = 1'-0"



2 East Elevation
3/16" = 1'-0"

SN Storage

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Revisions

NO.	DESCRIPTION	DATE
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Project

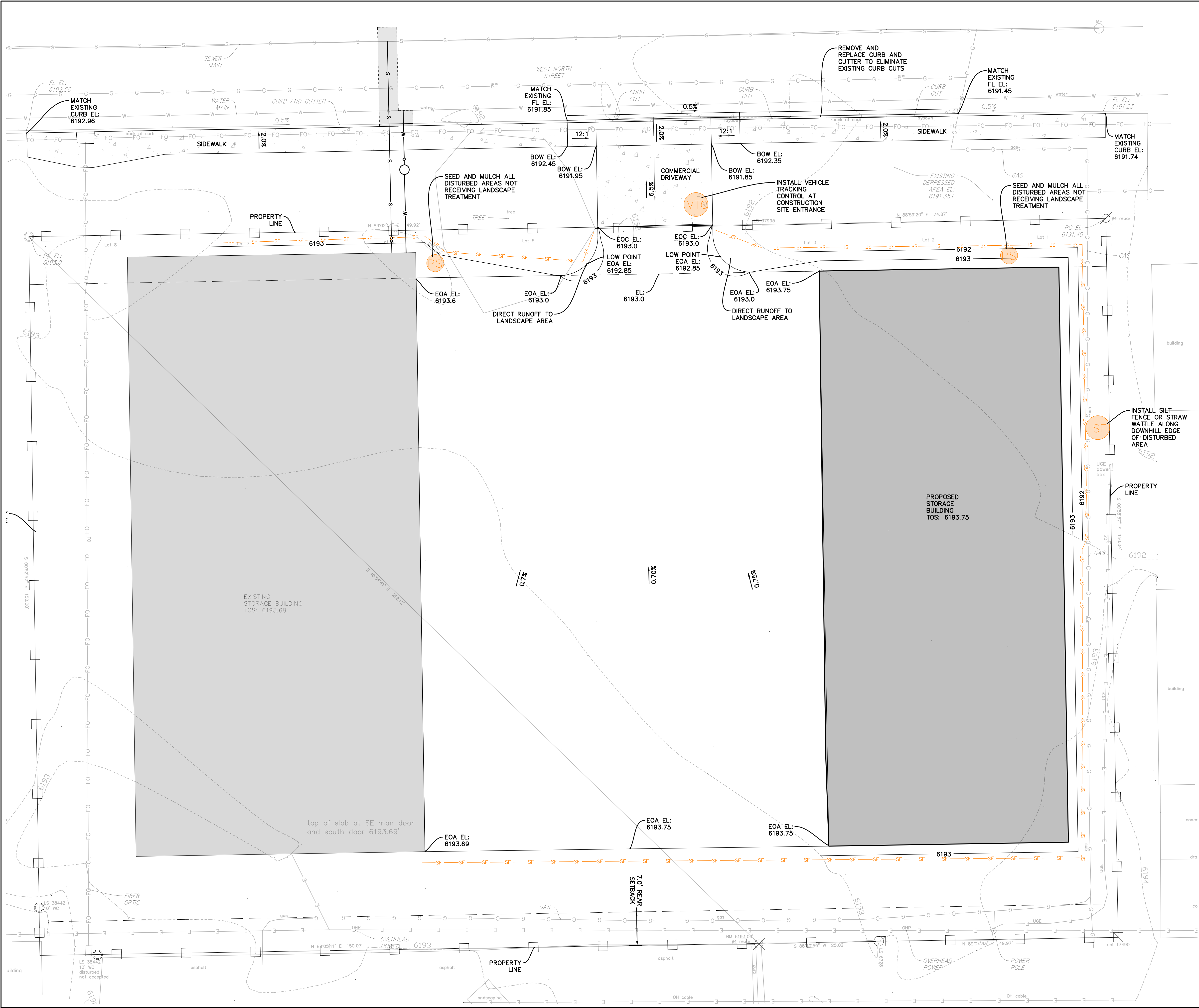
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ARCHITECT	Matthew Clark
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ISSUE DATE	23.09.05
SHEET TITLE	Exterior Elevations
SHEET NUMBER	

A-204

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CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PLAN
NOTES:

1. TOTAL AREA OF DISTURBANCE IS 2.41 ACRES.
2. CONTRACTOR OR OWNER SHALL OBTAIN ALL REQUIRED EXCAVATION AND CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PERMITS PRIOR TO COMPLETING WORK.
3. CONTRACTOR MAY ADJUST LOCATION OF BMPS AS REQUIRED FOR PHASING.
4. CONTRACTOR MAY USE ADDITIONAL BMPS NOT SHOWN IN THIS PLAN TO CONTROL CONSTRUCTION ACTIVITY STORMWATER RUNOFF, SEE MILE HIGH FLOOD CONTROL DISTRICT VOLUME 3, CHAPTER 7 FOR ADDITIONAL ACCEPTABLE BMPS.
5. FUEL AND CHEMICAL STORAGE SHALL NOT BE STORED ON SITE. IF THEY ARE STORED ON SITE CONTRACTOR SHALL PROVIDE CONTAINMENT AND SPILL PREVENTION AND RESPONSE PLAN.
6. GENERAL SCOPE OF BMP INSTALLATION IS DESCRIBED BELOW:
 - 6.1. INSTALL VEHICLE TRACKING CONTROL PAD.
 - 6.2. INSTALL SILT FENCE OR STRAW WATTLE ALONG DOWNHILL EDGE OF DISTURBED AREAS.
 - 6.3. PROVIDE GOOD HOUSEKEEPING PRACTICES DURING CONSTRUCTION INCLUDING PORTABLE TOILET FACILITIES AND TRASH/WASTE COLLECTION FACILITY.
 - 6.4. PROVIDE STREET SWEEPING OR HAND CLEANING IF SEDIMENT IS TRACKED INTO PAVED ROAD.
 - 6.5. PROVIDE CONSTRUCTION WATER TO LIMIT DUST DURING OVERLOT GRADING OPERATIONS.
 - 6.6. DISTURBED AREAS NOT RECEIVING FINAL SITE OR LANDSCAPE IMPROVEMENTS SHALL REQUIRE PERMANENT SEEDING AND MULCHING. ALL SEED SHALL BE CERTIFIED WEED FREE.
 - 6.13. INSTALL ROLLED EROSION BLANKET AND SEED/MULCH ON ALL SLOPES 3:1 OR GREATER.
 - 6.14. REMOVE BMPS UPON FINAL SITE IMPROVEMENT INSTALLATION AND 70% VEGETATION OF SITE FROM LANDSCAPE AND SEEDING.

EROSION CONTROL
SYMBOL LEGEND

- SF SILT/SEDIMENT FENCE OR STRAW WATTLE
- VTC VEHICLE TRACKING CONTROL
- PS PERMANENT SEEDING

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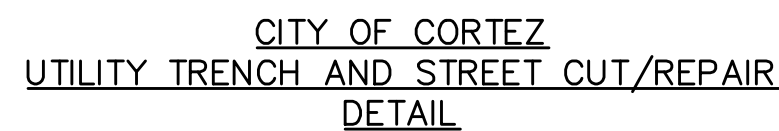
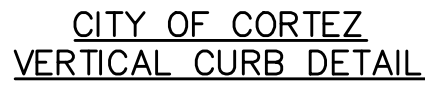
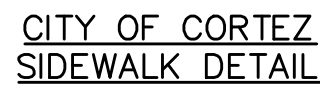
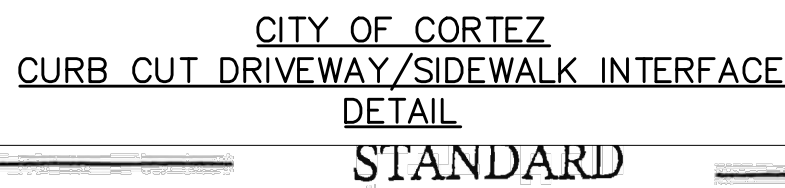
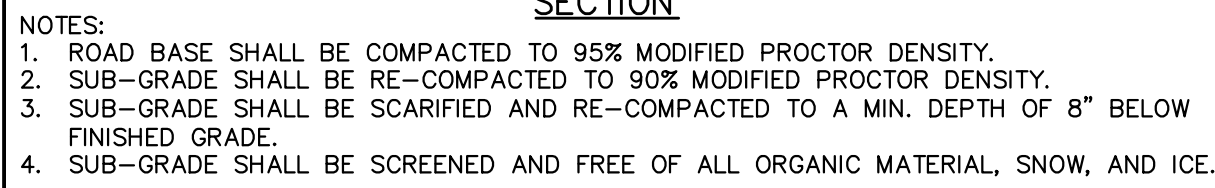
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NEER NORTH STREET STORAGE
GRADING, DRAINAGE, AND EROSION CONTROL PLAN
CITY OF CORTEZ, CO

MOUNTAIN CIVIL
CONSULTING, LLC
712 Eagle Pass
Durango, CO 81301
970-946-3175

C200

Sheet 2 of 3
MCC Project: 2022-026
Date issued: 08/25/23



AMENDED PLAT OF LOTS 1-8, BLOCK 2, WESTERN ADDITION TO THE TOWN OF CORTEZ CREATING LOT 8 A

SECTION 27, T.36 N., R.16 W., NMPM, MONTEZUMA COUNTY, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that The S N Warehouse, LLC is the owner of a portion of property in the City of Cortez, Montezuma County, Colorado, being more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 2W, Western Addition to the Town of Cortez according to the plat recorded Plat Book 1 Page 56, contained in Section 27, T.36 N., R.16 W., NMPM, Montezuma County, Colorado. Containing 33,748 sq. ft./0.77 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 as shown on this plat, under the name and style of AMENDED PLAT OF LOTS 1- 8, BLOCK 2W, WESTERN ADDITION, CREATING LOT 8A, 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, and 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.

Executed by owner: The S N Warehouse, LLC, by Erin Neer as member for The S N Warehouse, LLC

Erin Neer as Member for the S N Warehouse, LLC

The foregoing dedication was acknowledged before me this _____ day of _____, _____
By Erin Neer as Member for The S N Warehouse, LLC .

My commission expires _____ 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 _____, _____.

Mayor _____

City Clerk _____

EASEMENTS ACCEPTED AND APPROVED BY:

City of Cortez, Public Works Atmos Energy

CenturyLink Communications Cortez Sanitation District

Empire Electric Association, Inc.

SURVEYOR'S CERTIFICATE

I do hereby certify to the above signed owner, The S N Warehouse, LLC, that this plat was prepared from data collected by a survey performed by me, or under my direct supervision, and is correct to the best of my knowledge and belief.

Gerald G. Huddleston – LS 17490 date _____

ATTEST:

This plat was filed for record in the office of the County Clerk and Recorder of Montezuma County, Colorado, at

_____ (a.m., p.m.) on the _____ day of _____, _____, and duly filed in Plat Book _____ at Page

_____ under Reception Number _____.

PRELIMINARY

KNOW ALL MEN BY THESE PRESENTS, that I, GERALD G. HUDDLESTON, Colorado LS 17490, do hereby certify that this plat was prepared from field notes of an actual survey made by me or under my supervision and that the same is true and accurate to the best of my knowledge and belief. This plat is in accordance with applicable standards of practice. This statement is not a guaranty or warranty, either expressed or implied.

NOTICE:

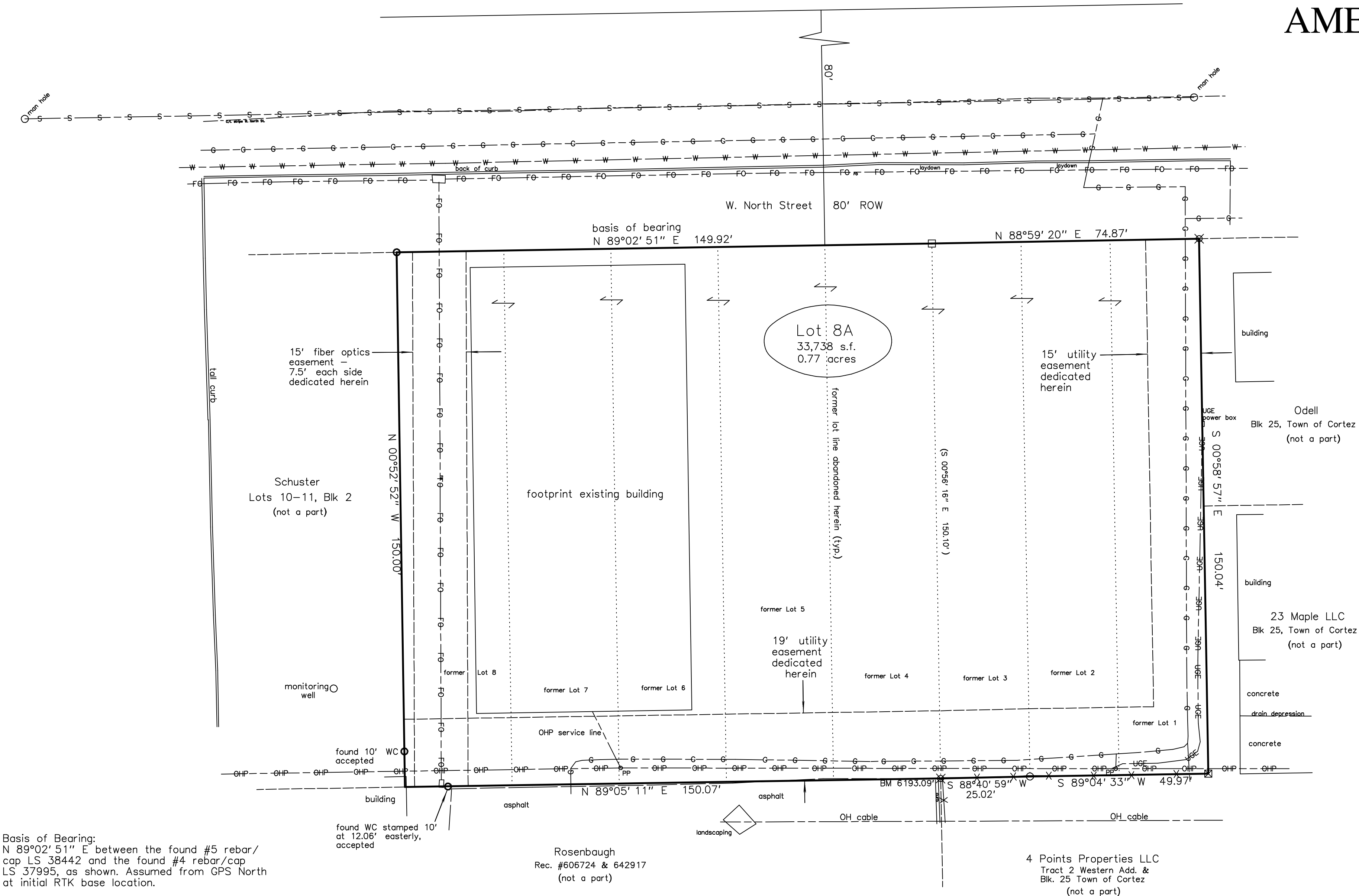
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

THE S N WAREHOUSE, LLC

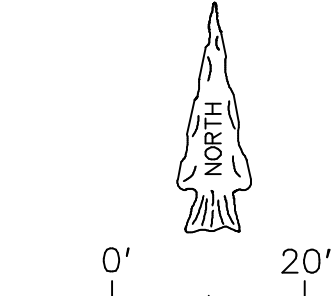
Amended Plat of Lots 1-8, Block 2W,
Western Addition to the Town of Cortez
Section 27,
T.36 N. R.16 W.,
Montezuma County, Colorado

28 August 2023

HUDDLESTON LAND SURVEYING
P.O. Box KK – Cortez, CO 81321 – (970) 565-3330



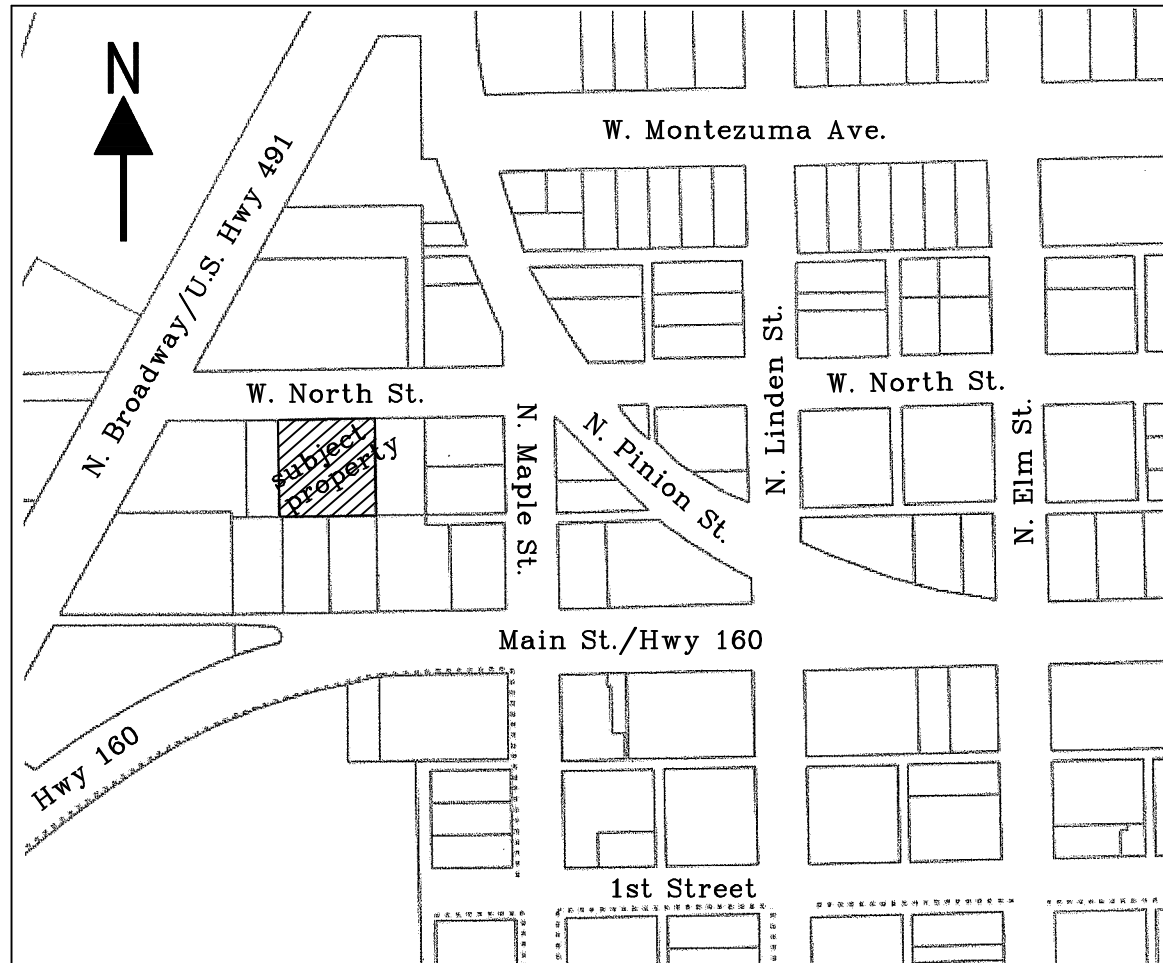
Basis of Bearing:
N 89°02' 51" E between the found #5 rebar/
cap LS 38442 and the found #4 rebar/cap
LS 37995, as shown. Assumed from GPS North
at initial RTK base location.



Scale: 1" = 20'
U.S. Survey Feet

- found #5 rebar/1.5" aluminum cap LS 38442
- found #4 rebar/plastic cap LS 37995
- found #4 rebar/plastic cap LS 6728
- ✕ found #4 rebar
- ☒ set #4 rebar/ plastic cap LS 17490

- x — x — x — x — fence line
- o — o — o — o — gas line
- — — — — power line OHP and UGE
- o — o — o — o — sewer line
- FO — FO — FO — FO — fiber optics line
- W — W — W — W — water line



VICINITY MAP

SPECIAL WARRANTY DEED

THIS DEED, Made this 4th Day of October, 2021.

Between **ROGERS EQUIPMENT SALES INC., A COLORADO CORPORATION**

of the County of La Plata and State of Colorado, grantor

and **THE S N WAREHOUSE, LLC, A COLORADO LIMITED LIABILITY COMPANY**

whose legal address is 27696 Highway 145
Dolores, CO 81323

of the County of Montezuma and State of Colorado, grantee

State Documentary Fee

Date: 10/4/21

\$ 16.50

-----**WITNESSETH**, That the grantor for and in consideration of the sum of
-----**TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**-----
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real property together
with improvements, if any, situate, lying and being in the County of Montezuma and State of Colorado described as follows:

**Lots 4, 5, 6, 7, 8, and 9, Block 2W, WESTERN ADDITION, according to the plat thereof filed for
record November 20, 1947 in Book 1 at Page 56.**

As known by street and number as: 459 W North
Cortez, CO 81321

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee, its successors and assigns forever. The grantor, for itself, its successors does covenant, and agree that the grantor shall
and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee,
its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through
or under the grantor, except: 2021 taxes due and payable in the year 2022. Subject to Statutory Exceptions
as defined in CRS § 38-30-113(5).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all
genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

ROGERS EQUIPMENT SALES INC., A COLORADO CORPORATION

BY: Michael Bruce Rogers
MICHAEL BRUCE ROGERS, PRESIDENT

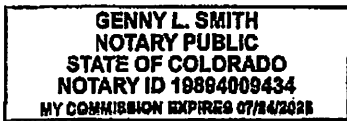
STATE OF COLORADO

COUNTY OF LA PLATA

The foregoing instrument was acknowledged before me this 4th day of October, 2021

By: **MICHAEL BRUCE ROGERS AS PRESIDENT OF ROGERS EQUIPMENT SALES INC., A COLORADO
CORPORATION**

My commission expires: July 24, 2025



Witness my hand and official seal

Notary Public

SPECIAL WARRANTY DEED



MO 22104387

SPECIAL WARRANTY DEED

THIS DEED, Made this 4th Day of October, 2021

Between **ROGERS EQUIPMENT SALES INC., A COLORADO CORPORATION**

of the County of La Plata and State of Colorado, grantor

and **THE S N WAREHOUSE, LLC, A COLORADO LIMITED LIABILITY COMPANY**

whose legal address is 27696 Highway 145
Dolores, CO 81323

of the County of Montezuma and State of Colorado, grantee

WITNESSETH, That the grantor for and in consideration of the sum of
-----TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION-----
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real property together
with improvements, if any, situate, lying and being in the County of Montezuma and State of Colorado described as follows:

**Lots 4, 5, 6, 7, 8, and 9, Block 2W, WESTERN ADDITION, according to the plat thereof filed for
record November 20, 1947 in Book 1 at Page 56.**

As known by street and number as: 459 W North
Cortez, CO 81321

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee, its successors and assigns forever. The grantor, for itself, its successors does covenant, and agree that the grantor shall
and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee,
its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through
or under the grantor, except: 2021 taxes due and payable in the year 2022. Subject to Statutory Exceptions
as defined in CRS § 38-30-113(5).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all
genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

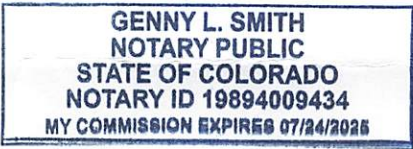
ROGERS EQUIPMENT SALES INC., A COLORADO CORPORATION

BY: Michael Bruce Rogers
MICHAEL BRUCE ROGERS, PRESIDENT

STATE OF COLORADO
COUNTY OF LA PLATA

The foregoing instrument was acknowledged before me this 4th day of October, 2021
By: MICHAEL BRUCE ROGERS AS PRESIDENT OF ROGERS EQUIPMENT SALES INC., A COLORADO
CORPORATION

My commission expires: July 24, 2025



Witness my hand and official seal

Genny L. Smith
Notary Public



631 E. Main Street
Cortez, CO 81321
PHONE: (970)564-9770
FAX: (970)564-9769

December 15, 2021

THE S N WAREHOUSE, LLC
27696 Highway 145
Dolores, CO 81323

Re: **MO22105915**
THE S N WAREHOUSE, LLC &
TBD W. North St., Cortez, CO 81321
LOAN NO.:

As you may know we are now **e-filing** documents in **Montezuma** County.
Please find enclosed the original stamped **Special Warranty Deed** recorded on
12/15/2021 as Reception No. **641964** and a copy of the same printed from the
Montezuma County Clerks records.

I would like to take this time to thank you for the opportunity to serve you. If we
can be of any further assistance, please do not hesitate to call.

Sincerely,

April Jackson
Closing Department

Enclosure

SPECIAL WARRANTY DEED

THIS DEED, Made this 15th Day of December, 2021

Between **JOHNNY R. MOSHER and SHIRLEY M. MOSHER**

of the County of Montezuma and State of Colorado, grantor

and **THE S N WAREHOUSE, LLC**

whose legal address is 27696 Highway 145
Dolores, CO 81323

of the County of Montezuma and State of Colorado, grantee

State Documentary Fee

Date: 12.15.2021

\$ 6.00

WITNESSETH, That the grantor for and in consideration of the sum of
-----TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION-----
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real property together
with improvements, if any, situate, lying and being in the County of Montezuma and State of Colorado described as follows:

**Lots 1, 2 and 3, Block 2W, WESTERN ADDITION, according to the plat thereof filed for record
November 20, 1947 in Book 1 at Page 56.**

As known by street and number as: TBD W. North St.
Cortez, CO 81321

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee, its successors and assigns forever. The grantor, for himself, his heirs, personal representatives, successors does
covenant, and agree that the grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the
quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully
claiming the whole or any part thereof, by, through or under the grantor, except: 2021 taxes due and payable in the
year 2022. Subject to Statutory Exceptions as defined in CRS § 38-30-113(5).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all
genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Johnny R. Mosher
JOHNNY R. MOSHER

Shirley M. Mosher
SHIRLEY M. MOSHER

STATE OF COLORADO
COUNTY OF MONTEZUMA



MO22105915

The foregoing instrument was acknowledged before me this 15th Day of December, 2021

By: **JOHNNY R. MOSHER and SHIRLEY M. MOSHER**

My commission expires: 8.3.2025

Witness my hand and official seal

Carrie Leigh Davis

Notary Public

SPECIAL WARRANTY DEED

CARRIE LEIGH DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094016709
My Commission Expires August 3, 2025

SPECIAL WARRANTY DEED

THIS DEED, Made this 15th Day of December, 2021

Between **JOHNNY R. MOSHER and SHIRLEY M. MOSHER**

of the County of Montezuma and State of Colorado, grantor

and **THE S N WAREHOUSE, LLC**

whose legal address is 27696 Highway 145
Dolores, CO 81323

of the County of Montezuma and State of Colorado, grantee

State Documentary Fee

Date: 12-15-2021

\$ 6.00

WITNESSETH, That the grantor for and in consideration of the sum of
-----TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION-----
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real property together
with improvements, if any, situate, lying and being in the County of Montezuma and State of Colorado described as follows:

**Lots 1, 2 and 3, Block 2W, WESTERN ADDITION, according to the plat thereof filed for record
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As known by street and number as: TBD W. North St.
Cortez, CO 81321

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee, its successors and assigns forever. The grantor, for himself, his heirs, personal representatives, successors does
covenant, and agree that the grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the
quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully
claiming the whole or any part thereof, by, through or under the grantor, except: 2021 taxes due and payable in the
year 2022. Subject to Statutory Exceptions as defined in CRS § 38-30-113(5).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all
genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Johnny R. Mosher
JOHNNY R. MOSHER

Shirley M. Mosher
SHIRLEY M. MOSHER

STATE OF COLORADO
COUNTY OF MONTEZUMA



1022105915

The foregoing instrument was acknowledged before me this 15th Day of December, 2021

By: **JOHNNY R. MOSHER and SHIRLEY M. MOSHER**

My commission expires: 8-3-2025

Witness my hand and official seal

Carrie Leigh Davis

Notary Public

SPECIAL WARRANTY DEED

CARRIE LEIGH DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094016709
My Commission Expires August 3, 2025



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: October 16, 2023
RE: Resolution No. 27, Series 2023

DISCUSSION

Resolution No. 27, Series 2023, approves a lease agreement by and between the City of Cortez and Mesa Verde Country Visitor Information Bureau. Pursuant to its terms, the lease automatically renews for one additional one-year renewal term commencing on January 1, 2024, and terminating on December 31, 2024.

BACKGROUND

Please see attachment.

RECOMMENDATION

Staff recommends that Council approve Resolution No. 27, Series 2023, a resolution approving a lease of real property by the City of Cortez to Mesa Verde Country Visitor Information Bureau.

MOTION

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

I move that the City Council approve Resolution No. 27, Series 2023, a resolution approving a lease of real property by the City of Cortez to Mesa Verde Country Visitor Information Bureau.

Attachments

Resolution No. 27 Series 2023
Exhibit I - MVC Lease Agreement

**CITY OF CORTEZ
RESOLUTION NO. 27, SERIES 2023**

**A RESOLUTION APPROVING A LEASE OF REAL PROPERTY BY THE CITY OF
CORTEZ TO MESA VERDE COUNTRY VISITOR INFORMATION BUREAU**

WHEREAS, the City of Cortez, Colorado (the “City”) is the owner of certain real estate and improvements thereon situated in the City of Cortez, County of Montezuma, State of Colorado, and located at 928 East Main Street, Cortez, Colorado (the “Real Estate”); and

WHEREAS, constructed on the Real Estate are certain improvements consisting of a building known as the Colorado Welcome Center – Cortez (the “Improvements”); and

WHEREAS, the Real Estate and the Improvements are collectively known as the “Property;” and

WHEREAS, City desires to lease to Mesa Verde Country Visitor Information Bureau (“MVC”) and MVC desires to lease from the City a portion of the Property pursuant to the terms and conditions of a lease agreement, a copy of which is attached hereto and incorporated herein as Exhibit I (the “Lease”).

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

THAT, this Resolution No. 27, Series 2023 is approved and the City Council approves the Lease and rents the office space identified on Exhibit A of the Lease to Mesa Verde Country Visitor Information Bureau.

MOVED, SECONDED, AND ADOPTED THIS 24th DAY OF OCTOBER 2023

Rachael B Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk

CITY OF CORTEZ
RESOLUTION NO. 27, SERIES 2023
MVC Lease

EXHIBIT I

LEASE AGREEMENT FOR THE COLORADO WELCOME CENTER BY AND BETWEEN THE CITY OF CORTEZ, COLORADO AND MESA VERDE COUNTRY VISITOR INFORMATION BUREAU

This Lease Agreement (this "Lease") is made and entered into effective April 1, 2023 (the "Effective Date"), by and between the City of Cortez, Colorado, a Colorado home rule municipality (the "Landlord"), and Mesa Verde Country Information Bureau, a Colorado nonprofit corporation (the "Tenant"). Landlord and Tenant may be referred to individually as a "Party," and collectively as the "Parties."

RECITALS:

WHEREAS, Landlord is the owner of certain real estate and improvements thereon situated in the City of Cortez, County of Montezuma, State of Colorado, and located at 928 East Main Street, Cortez, Colorado (the "Real Estate"); and

WHEREAS, constructed on the Real Estate are certain improvements consisting of a building known as the Colorado Welcome Center – Cortez (the "Improvements"); and

WHEREAS, the Real Estate and the Improvements are collectively known as the "Property;" and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property pursuant to the terms and conditions of this Lease.

NOW, THEREFORE in consideration of the payment of the rent and the keeping and performance of the covenants and agreements of this Lease, Landlord and Tenant agree as follows:

ARTICLE I - LEASE OF PREMISES

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the certain portion of the Property consisting of approximately 1,344 square feet of space inside the Colorado Welcome Center – Cortez, as more specifically described on the space diagram that is attached hereto and incorporated herein as **Exhibit A** (the "Premises").

ARTICLE II - TERM OF LEASE

2.1 The initial term of this Lease shall commence at 12:00 a.m. on the Effective Date and terminate at 11:59 p.m. on December 31, 2023. This Lease shall automatically renew for one additional one-year renewal term commencing at 12:00 a.m. on January 1, 2024, and terminating at 11:59 p.m. on December 31, 2024. The initial term and the renewal term shall be collectively referred to as the "Term."

2.2 If Tenant shall remain in possession of the Premises, or any part thereof, after the expiration of the Term of this Lease, or any authorized extension thereof, such holding over shall constitute and be construed as a tenancy from month-month only at a rental rate of One Hundred

Fifty percent (150%) of the annual installment of rent, which amount shall become a monthly installment of rent that shall be due and payable each month of such holding over. In the event of any such holding over, Tenant shall also continue to be subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Nothing contained herein shall constitute permission granted or inferred for Tenant to remain in possession beyond the end of the Term or of this Lease or any authorized extension thereof, unless permission is specifically granted by Landlord in writing.

ARTICLE III - RENT

3.1 From and after commencement of this Lease, Tenant shall pay to Landlord, as rent for the full Term, the sum of \$8,268.00, payable in monthly installments of rent in the amount of \$689.00 ("Rent"). Such monthly installments of Rent shall be payable commencing on the Effective Date and on or before the first day of each month of each subsequent month during the Term of this Lease. Installments of Rent shall be payable in advance and without notice, to Landlord at the address stated in this Lease for Notices, or at such alternate location as Landlord shall from time to time direct in writing.

3.2 If Tenant shall fail to pay any installment of Rent, or any other cost or charge described herein to be paid by Tenant to Landlord, such unpaid amounts shall bear interest at the maximum non-usurious rate of interest from the due date to the date of payment. In addition, if Tenant shall fail to pay when due any installment of Rent within ten (10) days after such installment is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the installment of Rent to cover administrative expenses of Landlord, and not by way of forfeiture, it being agreed that the amount of damages to Landlord resulting from such late payment is difficult to determine.

ARTICLE IV - TRIPLE-NET LEASE

4.1 Tenant acknowledges that it has had the opportunity to inspect the Premises and accepts the same in an as is, where is, with all faults, in its current condition, without warranties or guarantees of any kind whatsoever, including, without limitation, that the Premises is fit for a particular purpose. Tenant acknowledges that it has had a reasonable opportunity to conduct an inspection of the Premises. This Lease is a pure triple-net lease. Except as set forth in Section 4.2 herein, Landlord shall have no obligation of any kind to make any expenditures of any nature upon the Premises. Tenant shall keep all improvements leased pursuant to this Lease in good repair at Tenant's sole expense. Upon the termination of this Lease, Tenant shall surrender and deliver up the Premises in good condition, ordinary wear excepted.

4.2 Tenant shall pay the actual cost of all operating expenses relating to the Premises, including, without limitation, heat, light, gas, water, sewer, waste disposal, janitorial services, telephone, internet, security, fire protection, window cleaning, air conditioning, landscaping maintenance and weed control, snow removal, maintenance and repair of all parking areas and sidewalks, materials and supplies, equipment and tools, service agreements on equipment, insurance, licenses, permits and inspections, employee wages and salaries,

employee benefits and payroll taxes, accounting and legal expenses relating to Tenant's use and occupancy of the Premises, (collectively the "Operating Expenses"), at such time as the same become due and payable. Tenant shall be solely responsible for performing, obtaining, securing, and contracting for, the Operating Expenses to properly operate the Premises for Tenant's intended use. Obtaining, maintaining and paying for the Operating Expenses is a responsibility of Tenant, and the failure to do so shall be a breach of this Lease that may result in the termination of this Lease as provided herein. Notwithstanding anything herein to the contrary, Landlord, at its own cost and expense, shall maintain the structural soundness of the roof, foundation, and exterior walls, and all plumbing, sewer and storm water systems located on the exterior of the Premises, in good repair and in habitable condition. The term "exterior walls" as used herein shall not include windows, glass or plate glass, doors or overhead doors, store fronts, locks, lever handles and key ways, dock bumpers, dock plates or levelers, or office entries. Tenant shall be solely responsible for the repair and maintenance of the plumbing and sewer systems on the interior of the Premises. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which landlord shall have reasonable opportunity to repair same or cure such defect.

4.3 Tenant may use and occupy the Premises for any lawful purpose, including, without limitation, at Tenant's sole discretion, the operation of a senior meals program. Tenant shall be responsible for obtaining all permits, licenses and other required permissions for any operations or uses it makes of the Premises. Tenant shall not allow its employees, customers, visitors, vendors, licensees, agents, subtenants or invitees to: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in or on the Premises anything that is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Effective Date of this lease; (ii) do or permit anything to be done in or about the Premises which will unreasonably obstruct or interfere with the rights of others or unreasonably inconvenience, injure, damage or annoy any of them, including but not limited to, excess noise vibration or odors or any others acts which may disturb other properties adjacent to or near the Premises; (iii) use or allow the Premises to be used for any immoral, improper or objectionable purpose; (iv) cause, maintain or permit any nuisance, as defined by applicable laws or ordinances, in, on or about the Premises; or (v) permit any act or thing to occur which may cause damage or waste to the Premises.

4.4 Tenant and Tenant's subtenants shall obtain all permits and/or licenses required by applicable law, ordinance, resolution and rules for the specific use of the Premises. Tenant will provide copies of said permits and/or licenses upon request. Any and all taxes, fees and assessments, including but not limited to license fees, fees for permits, profits, sales or use taxes, real property and personal property taxes or any other taxes that may be levied or assessed on the assets or improvements on the Premises, and the business or capital of Tenant's income, or on the equipment used, by and duly constituted local, city, county, state, federal, or other governmental authority, shall be borne and paid by Tenant.

ARTICLE V - IMPROVEMENTS TO PREMISES

5.1 Tenant shall not make any major alterations or changes to any improvements, or construct any major new improvements, on the Premises, or to the building or ground footprints or infrastructure on the Premises, without prior written approval from Landlord. Along with its request for approval from Landlord, Tenant shall submit plans and specifications to Landlord for any such work. The written approval of Landlord may, at Landlord's discretion, require Tenant to obtain, or require any of its contractors or subcontractors to obtain, such insurance and/or payment or performance bonding or other appropriate security as Landlord, in its sole discretion, may deem necessary. All improvements, additions, or alterations shall be constructed, installed and made in a good workmanlike manner in full conformity with all applicable laws and regulations, including, without limitation, the applicable regulations of the City of Grand Junction, the Mesa County Land Development Code, and Mesa County building regulations.

5.2 Tenant shall, at all times, keep the Premises free and clear of any and all mechanic's, laborer's or materialmen's liens, or other claims arising out of any work performed, material furnished or obligations incurred by Tenant, its subtenants, or others using the Premises. If a notice of lien or other form of claim shall be filed against the Premises, or is otherwise asserted against landlord regarding the Premises, and such lien or claim is for, or purports to be for labor, or material, alleged to have been furnished to, delivered to, installed upon, or constructed upon, the Premises to or for Tenant, or anyone claiming under Tenant, then Tenant shall cause such lien or claim to be discharged or bonded over within the earlier of thirty (30) days after Tenant receives notice of such lien or claim from the claimant, or within thirty (30) days after Tenant receives notice of such lien or claim from Landlord. If Tenant shall fail to discharge or bond over any such lien as required, then Landlord shall have the right, but not the obligation, to either pay or discharge any such lien or claim of lien, or treat such lien or claim of lien as a default under the terms of this Lease. If Landlord elects to pay or discharge any such lien or claim of lien, then Tenant shall pay to Landlord all of Landlord's expenses incurred, including reasonable attorney's fees, together with interest on the funds so advanced at the highest rate permissible by law, which payment shall be deemed additional rent payable on demand. In addition to the forgoing, Landlord may, at its option, and with full cooperation of Tenant, timely post and record, if permitted by applicable state law, such notices, including notices of non-responsibility for materials and labor delivered to or performed upon the Premises, to protect Landlord, Landlord's interest in the Premises and Landlord's interest in this Lease from Tenant's activity on or about the Premises and from the filing of mechanic's, laborer's or materialmen's liens.

5.3 Tenant shall comply with all applicable federal laws pertaining to the use, storage, generation or disposal of any hazardous materials or wastes on the Premises. Tenant shall not, without the prior written consent of Landlord, cause or permit, knowingly or unknowingly, any Hazardous Material (hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked, or omitted in or about, or treated at the Premises. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic or radioactive substance material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation,

code or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C 9601, *et seq.*, and the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C 6901, *et seq.*

5.4 SPECIFIC HAZARDOUS MATERIALS INDEMNIFICATION: Tenant shall indemnify, protect, save harmless and defend Landlord and its agents, employees, officials, insurers and attorneys, if any, from and against any and all claims, demands, damages, expenses, fees (including, without limitation, attorney's fees), costs, fines, penalties, suits, proceedings, actions, causes of action, and losses of any and every kind and nature which may arise from or are related to, either during or after the Term of this Lease or any extension to the Term thereof, as a result of any Hazardous Material(s) contamination caused by the actions or inactions of Tenant. This includes, without limitation, costs and expenses, incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because the presence of Hazardous Material(s) on or about the Premises, or because of the presence of Hazardous Material(s) anywhere else which came or otherwise emanated from Tenant or the Premises. Without limiting the foregoing, if the presence of any Hazardous Material(s) on or about the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall, at its sole expense, promptly take all actions and expense as are necessary to return the Premises to a condition in compliance with applicable laws provided, however, that Landlord's approval of such actions shall first be obtained in writing which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landlord shall be responsible for the correction, removal, or to otherwise render harmless Hazardous Materials that existed in or on the Premises prior to the commencement of this Lease. This indemnity by Tenant shall survive the expiration or termination of this Lease.

ARTICLE VI - SECURITY DEPOSIT

6.1 Tenant shall not be required to pay a security and damage deposit pursuant to this Lease. The exemption from the requirement of a security and damage deposit does not relieve the Tenant from its obligations to maintain the Premises in a commercially reasonable manner, and to comply with all terms and conditions of this Lease.

6.2 Upon the expiration or termination of this Lease, Tenant and Landlord shall inspect the Premises to determine the extent of any damage, loss or uncleanness, and Tenant shall be responsible to pay the cost to repair any damage, loss or uncleanness of the Premises, beyond ordinary wear and tear.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

7.1 Tenant shall indemnify, protect, save harmless and defend Landlord and its elected officials, employees, agents, insurers and attorneys, from and against any and all claims, demands, damages, expenses, fees (including, without limitation, attorney's fees), costs, fines, penalties, suits, proceedings, causes of action, and losses of any and every kind and

nature which may arise from or are related to the occupation of the Premises by Tenant or any subtenant, and from any activity occurring on the Premises. This indemnity by Tenant shall survive the expiration or termination of this Lease.

7.2 At all times during the Lease Term and any extensions thereof, Tenant, at Tenant's sole expense, shall maintain a policy or policies of: (1) Comprehensive all risk" insurance on the Premises for hazard, fire and flood in an amount not less than 100% (less a reasonable deductible) of the replacement cost of the Premises and the installations, equipment and improvements thereon; (2) Commercial General Liability insurance on an occurrence basis, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage; and (3) such workers' compensation and employers' liability insurance as may be legally required in the minimum statutory amount, including a waiver of subrogation in favor of Landlord and Landlord's insurer. Tenant shall provide Landlord with certificates of insurance evidencing such insurance coverages prior to commencing operation of the Premises. The required policies shall be endorsed to specify Mesa County, its officials, employees and agents as Additional Insureds.

7.3 All insurance policies required herein shall include a 30-day notification to Landlord of cancellation clause. In addition, Landlord shall be notified in writing thirty (30) days prior to any material changes in the insurance policy(s), including, without limitation, any cancellation, non-renewal, reduction in coverage or alteration of coverage.

ARTICLE VIII - FIRE AND CASUALTY DAMAGE

8.1 If the Premises, or any portion thereof, should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice to Landlord.

8.2 If the Premises, or any portion thereof, should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Tenant to Landlord of the happening of the damage, this Lease shall terminate effective as of the date of the happening of the damage.

ARTICLE IX - INSPECTION OF PREMISES BY LANDLORD

9.1 Tenant agrees to permit Landlord, or Landlord's authorized representative, to enter the Premises at any time for the purpose of inspecting the Premises, making repairs and performing any work which may be necessary as a result of Tenant's default or otherwise. Landlord may, during the progress of any work on the Premises, keep and store therein any necessary materials, tools, and equipment in a reasonable manner so as not to interfere with Tenant's occupancy of Premises.

9.2 Tenant agrees to permit Landlord to re-key the entire Premises as deemed necessary at Landlord's expense. Landlord will issue appropriate keys for use by Tenant.

ARTICLE X - PEACEFUL ENJOYMENT

Provided is Tenant is not then default under this Lease and there is no existing material

breach of any agreement, covenant, warranty, or representation of Tenant hereunder, Landlord shall take commercially reasonable actions to ensure the peaceful and quiet enjoyment of the Premises by Tenant during the Term and any extension thereof, of this Lease.

ARTICLE XI - SUBLET AND ASSIGNMENT

Tenant shall not sell, assign, mortgage, pledge, hypothecate, encumber, or otherwise assign this Lease or transfer any interest therein, and shall sublet the Premises, in whole or in part, or suffer or permit the Premises or any part thereof to be occupied by any third person (the agents, employees, invitees, and customers of Tenant excepted), without the prior written consent of Landlord, and any attempt to do so shall be voidable and, at Landlord's election, shall constitute a non-curable default under this Lease. Landlord specifically authorizes the subletting of the Premises by Tenant, at Tenant's sole discretion, to the Gray Gourmet, or other non-profit senior meal program. Any attempt to otherwise assign this Lease or sublet the Premises without prior written approval of Landlord shall render the assignment or sublease void. Any assignment of this Lease or a sublease of the Premises shall obligate the assignee or subtenant to the terms and conditions of this Lease.

ARTICLE XII - TERMINATION, DEFAULT

12.1 Prior to the expiration of the Term of this Lease, upon mutual agreement of the parties, and conditioned upon Tenant not being in default under this Lease, this Lease may be extended for such additional short-term periods as the parties may agree upon.

12.2 This Lease may be terminated at any time during the Term or any extension thereof, by either party, without cause, upon advance notice of ninety (90) days, in the manner of giving notice as provided herein.

12.3 This Lease and all rights of Tenant herein shall terminate without notice at the option of Landlord if:

A. Any delinquent installment of Rent is not paid within thirty (30) days after Landlord has notified Tenant in writing that the Rent is delinquent.

B. Tenant shall default in the performance or observation of any conditions, act, or thing required that is specifically identified in this Lease and shall fail to remedy or cure such default within thirty (30) days after receipt from Landlord or written notice of the existence of such default.

C. Landlord determines that the health, safety or welfare of the community is in jeopardy as a result of the activities conducted or authorized by Tenant or Tenant's subtenant, assignee or invitees.

D. Upon verification that Tenant has engaged, or is about to participate, in fraudulent or illegal acts on the Premises.

12.4 No assent, expressed or implied, to any breach of any one or more of the covenants or agreements contained in this Lease shall be deemed or taken to be a waiver of any succeeding or other breach.

12.5 Upon expiration or termination of this Lease, Tenant shall remove all of the fixtures and

equipment identified on the Kitchen Equipment Inventory attached hereto and incorporated herein as **Exhibit A**. Such fixtures and equipment shall be removed by Tenant, at Tenant's sole cost and expense, within thirty (30) days of the expiration or termination of this Lease, and Tenant shall return the Premises to the condition as It existed prior to the construction or installation of any such fixtures and equipment, insofar as reasonably possible.

ARTICLE XIII - LANDLORD NOT PARTNER OR JOINT VENTURER

Nothing contained in this Lease, and no statements by Landlord or Tenant, whether written or verbal, shall be deemed to constitute or create a partnership or joint venture between Landlord and Tenant, or between Landlord and any third party claiming an interest in the use or occupation of the Premises, unless such statements are contained within a written agreement executed by both parties. It is expressly understood that Tenant and tenant's subtenants and invitees, are, and shall at all times be, considered and construed to be a tenants, subtenants, or Invitees of Tenant or a subtenant, and not employees, agents or partners of Landlord.

ARTICLE XIV - ADDITIONAL PROVISIONS

14.1 The primary contact for Landlord shall be: The City Manager or Landlord's designee in writing. The primary contact for Tenant shall be: Brian Bartlett or Tenant's designee in writing.

14.2 It is further understood and agreed that, except as otherwise expressly provided herein, all of the covenants and agreements contained in this Lease shall extend to and be binding upon the executors, legal representatives, successors and assigns of the parties hereto.

14.3 The duties contemplated by this Section shall survive the expiration or termination of this Lease.

14.4 Any notice required or authorized under the terms of this Lease shall be given in writing and addressed as follows:

Landlord:

City of Cortez

c/o Drew Sanders, City Manager

123 Roger Smith Avenue

Cortez, Colorado 81321

Tenant:

Mesa Verde Country Visitor Information Bureau

c/o Brian Bartlett

928 E. Main Street

Cortez, Colorado 81321

14.5 The parties hereto agree that no amendment or modification of this Lease shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Lease.

14.6 This Lease is and shall be deemed to be performable in the Montezuma County, Colorado. Venue and Jurisdiction for any dispute hereunder shall be in the Colorado State

District Court for Montezuma County, Colorado.

14.7 In the event any party shall bring any action, arbitration or legal proceeding alleging a breach of any provision of this Lease, or in any manner to determine the rights or duties hereunder of either party, the substantially prevailing party shall be entitled to recover from the other party as a part of such action or proceeding, or in a separate action (brought within one year from the determination of such proceeding), reasonable attorneys' fees, expert witness fees, court costs and other reasonable expenses incurred by the substantially prevailing party. In the event that either party shall be required to retain counsel to enforce any provision of this Lease, and if the other party shall thereafter cure (or desire to cure) such default, the party so retaining counsel shall be conclusively deemed the substantially prevailing party and the other party shall pay to the substantially prevailing party all attorneys' fees, expert witness fees, court costs and other reasonable expenses so incurred by such party promptly upon demand.

14.8 This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to conflicts of law principles that might result in the application of any law other than Colorado law.

14.9 If Tenant is a corporation or other entity (including but not limited to a limited liability company, trust, association, foundation or a similar organization), the individual executing this Lease on behalf of said entity warrants that Tenant is validly formed and duly authorized and existing, that Tenant is qualified to do business in the State of Colorado, that Tenant has the full right and legal authority to enter into this Lease, that the individual is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the appropriate entity documents and/or an appropriate resolution of Tenant or other valid and legally binding documentation of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. The individual executing this Lease on behalf of said entity represents and warrants that Tenant will not fraudulently convey any assets of Tenant so as to hinder, delay or avoid any rights of Landlord. These warranties, representations and guarantees are of importance to Landlord and are material to Landlord entering into this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the Effective Date first written above.

LANDLORD:

City of Cortez, Colorado

By: Drew C. Sanders, City Manager

ATTEST:

Linda L. Smith, City Clerk

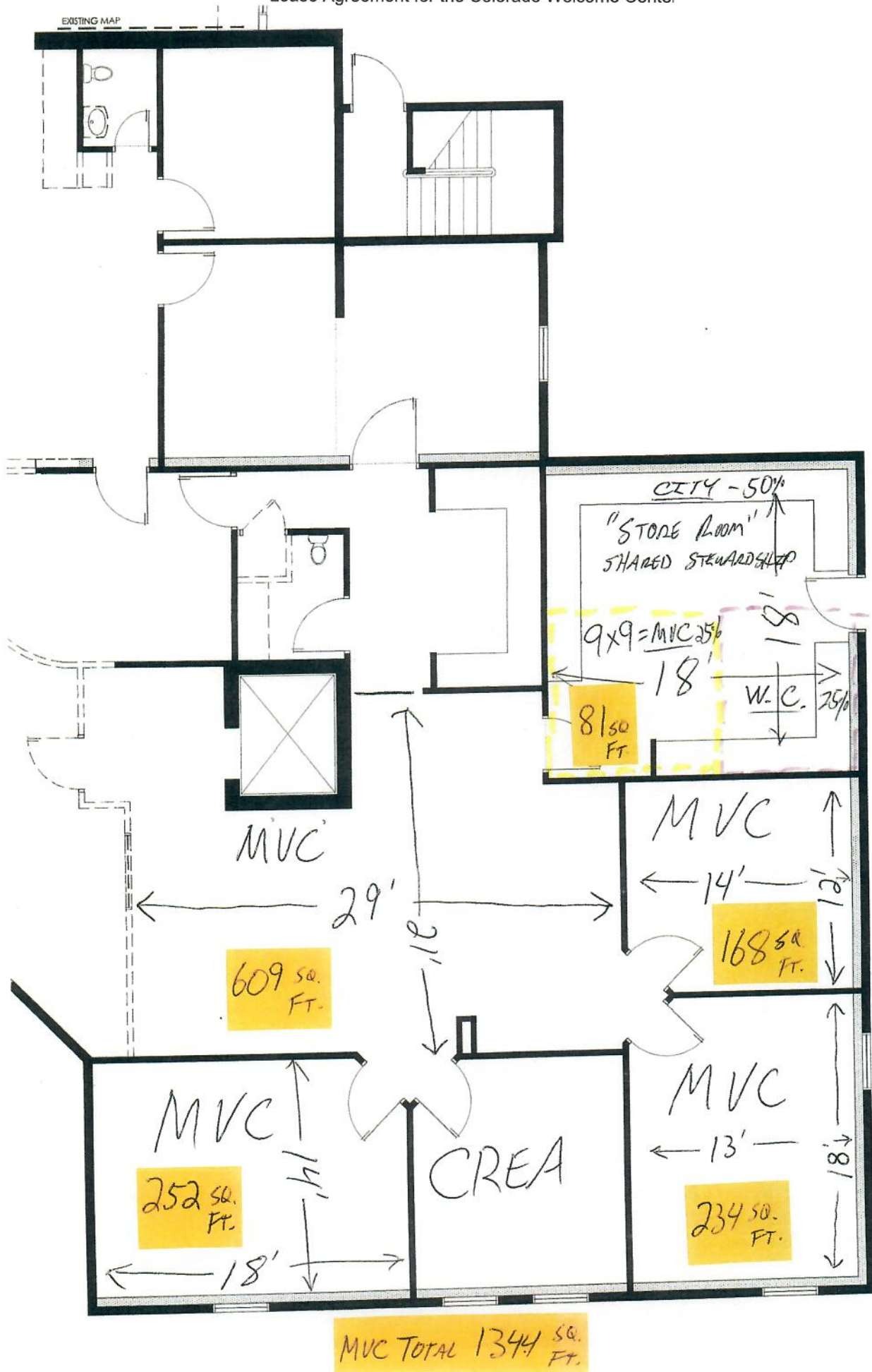
TENANT:

Mesa Verde Country Information Bureau



By: Brian Bartlett
Title: Tourism Director, C.E.O

Exhibit A
Lease Agreement for the Colorado Welcome Center





CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Brian Peckins
Director of Public Works
110 West Progress Circle
Cortez, CO. 81321
bpeckins@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: BRIAN PECKINS, DIRECTOR OF PUBLIC WORKS

Date: October 17, 2023

RE: Vehicle Purchase for the Refuse Division

DISCUSSION

The Refuse Division needs to replace an outdated 1994 Ford F-250 welding truck with a more modern light-medium duty work truck. Parts availability and equipment value play a role in the overall needs. Darin Howard, Equipment Maintenance Supervisor, has estimated repair cost of \$5,000 (see attachment) for the truck that has been in the fleet for 29-years and is ill-equipped to handle our welding and refurbishment needs. This directly affects our updated standardization and refurbishment abilities.

BACKGROUND

City staff reached out to several local dealers to check availability and get comparative quotes on new trucks within our budget of \$60k. The results are as follows.

1. Keesee Motor Company	
2023 F-250	\$54,584
2. TruWest Auto	
2023 Ram 2500	\$56,510
3. Webb Chevrolet	
2024 Chevy 2500	\$58,970
4. Morehart Chevrolet	
2024 Chevy 2500	\$56,394

Taking into consideration availability of test-driving these units and uniformity of our fleet, Staff recommends purchasing the F-250 from Keesee Motor Company.

FISCAL IMPACT

This purchase is fully covered through funds budgeted in the Refuse Enterprise Fund. Additionally, since the Refuse Division is an Enterprise Fund, this purchase does not affect the General Fund Equipment Account.

RECOMMENDATION

Staff recommends that Council approve the acquisition of a pickup for the Refuse Division from Keesee Motor Company in the amount of \$54,584, which is budgeted in the Refuse Enterprise Fund.

MOTION

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

I move that City Council approve the acquisition of a Ford F-250 pickup truck from Keesee Motor Company for the Refuse Division in the amount of \$54,584.

Attachments

Darin Howard info on Unit #1223

EQUIPMENT CONDITION ADDENDUM

YEAR REQUESTED: 2023

<u>FUND</u>	<u>DEPARTMENT</u>	<u>DIVISION/PROGRAM</u>
Refuse/Recycling	Public Works	Refuse

SHOP FOREMAN: Darin Howard

UNIT: #1223

SHOP DESCRIPTION OF CURRENT EQUIPMENT:

Unit 1223 is a 1994 Ford F250 that has been limped along since way before I began employment with the city. In its current state, the list of repairs is significant. The brake vacuum booster needs replaced due to an internal vacuum leak. The steering gear box has a significant leak requiring fluid being added monthly. The tires are over 10 years old and in the event of a tire issue, no tire shop would even repair them. The front end and the front brakes needs a bit of work but nothing too major. The engine rear main seal is leaking and requires a bit of oil added on a regular basis.

The total of these repairs would be roughly \$5000.00 minimum. This would be on a 29 year old truck that has a value of roughly \$2500.00



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: October 16, 2023
RE: Letter of Support

DISCUSSION

Montezuma County has requested a letter of support for the USDA Community Wildfire Defense Grant 2023 West grant. This grant is slated to assist at-risk local communities and Indian Tribes with planning and mitigating against the risk created by wildfire; and helps communities in the wildland urban interface (WUI) implement the three goals of the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy):
Restore and Maintain Landscapes: Landscapes, regardless of jurisdictional boundaries, are resilient to fire, insect, disease, invasive species, and climate change disturbances, in accordance with management objectives.
Create Fire Adapted Communities: Human populations and infrastructure are as prepared as possible to receive, respond to, and recover from wildland fire.
Improve Wildfire Response: All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

BACKGROUND

Please see attached.

RECOMMENDATION

Staff recommends that Council approve City Manager Drew Sanders to sign the letter of support.

MOTION

If agreed upon by the City Council:

I move to approve that City Council authorize the City Manager to sign the letter of support for the Community Wildfire Defense Grant submitted by Montezuma County.

Attachments

Montezuma County letter of support



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

October 24, 2023

United States Department of Agriculture
Community Wildfire Defense Grant 2023 West
Department of Agriculture
U.S. Forest Service

RE: Letter of Support

To Whom It May Concern:

This letter is to show the City of Cortez's support for the grant application submitted by Montezuma County for the Community Wildfire Defense Grant Program.

As the largest municipality in the county, wildfire poses a serious threat to lives, property, infrastructure, and natural resources in and around our community. This grant project led by the county government will directly help Cortez residents by providing outreach, risk assessments, and cost-share incentives to mitigate wildfire hazards on private property.

The City strongly supports the goal of creating fire-adapted communities. We look forward to collaborating with Montezuma County and other partners on this important wildfire risk reduction project. Their leadership and coordination with experienced partners like Wildfire Adapted Partnership will ensure effective implementation that increases public awareness and on-the-ground resilience.

The Montezuma County CWDG proposal has the full backing of the City of Cortez. We urge you to fund this valuable effort to protect our residents and property from destructive wildfires.

Sincerely,

Drew C. Sanders, City Manager
City of Cortez



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: KELLY KOSKIE, DIRECTOR OF FINANCE

Date: 10/13/2023

RE: Approval of the 2024 Budget on First Reading

DISCUSSION

The annual budget and approved appropriations are an important and required part of the fiscal cycle. The budget not only sets priorities of where money will be spent, it is used as a guiding document for each department within the City of Cortez throughout the year.

BACKGROUND

Through ClearGov, the 2024 proposed budget has been reviewed by all Directors and Supervisors. After the budgets were submitted to the Finance Department, the City Manager and the Finance Director met with each Director individually. The proposed budget was reviewed by all Council members and the Mayor. Through the ClearGov transparency center button titled "2024 Proposed Budget" located on the City of Cortez webpage and through all appropriate social media outlets, public comment will be noted.

FISCAL IMPACT

The overall budget is approximately \$35 million which represents all projected revenue for the General Fund, Enterprise Funds, and Capital Projects.

RECOMMENDATION

Staff recommends that Council approve on approval on first reading of Ordinance No. 1323, Series 2023, an Ordinance summarizing expenditures and revenues for each fund and adopting a budget for the City of Cortez, Colorado, for the calendar year beginning on the first day of January 2024 and ending on the last day of December 2024, and set for second reading and public hearing on November 14, 2023.

MOTION

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

I move that Council approve on first reading of Ordinance No. 1323, Series 2023, an Ordinance summarizing expenditures and revenues for each fund and adopting a budget for the City of Cortez, Colorado, for the calendar year beginning on the first day of January 2024 and ending on the last day of December 2024, and set for second reading and public hearing on November 14, 2023.

Attachments

Ordinance No. 1323
Appendix A

ORDINANCE TO ADOPT BUDGET
NO. 1323, SERIES 2023

AN ORDINANCE SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CITY OF CORTEZ, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024.

WHEREAS, the City Council of the City of Cortez, Colorado, has appointed the City Manager to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the City Manager has submitted a proposed budget to this governing body on September 23, 2023 for its consideration; and

WHEREAS, upon due and proper notice, published or posted, in accordance with the law, said proposed budget was open for inspection by the public at City Hall and online at www.ClearGov.com, a public hearing will be held on October 24, 2023, and interested taxpayers have been given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increase may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law. See Appendix A

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

Section 1. That the budget as submitted, amended, and summarized by fund, attached hereto as Appendix A, is approved and adopted as the budget of the City of Cortez for the year stated above.

Section 2. That the budget hereby approved and adopted is made part of the public records of the City of Cortez.

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

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 14th day of November 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 24th DAY OF OCTOBER 2023.

CITY OF CORTEZ

ARLINA YAZZIE, MAYOR PRO-TEM

ATTEST:

LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED, AND APPROVED ON SECOND AND FINAL READING THIS 14th DAY OF
NOVEMBER 2023.

CITY OF CORTEZ

RACHEL MEDINA, MAYOR

ATTEST:

LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:

J. PATRICK COLEMAN, CITY ATTORNEY

Ordinance # 1323, Series 2023 Appendix A page 1

	Approved Budget 2023	Proposed Budget 2024
GENERAL FUND		
REVENUES	\$18,571,034	\$15,773,786
OPERATING EXPENDITURES		
City Council	4,108,224	547,214
City Attorney	251,422	277,640
Municipal Court	225,667	224,197
Marketing	153,963	177,569
City Manager	308,068	346,839
Human Resources	323,236	355,165
City Clerk	294,900	231,545
Finance	725,942	832,602
Grants Administrator	0	0
Library	716,186	657,967
General Services	659,132	671,717
Police	4,564,535	4,837,137
Public Works	2,004,451	2,174,115
Parks & Recreation	2,449,660	2,167,193
Depreciation	0	0
TOTAL OPERATING EXPENDITURES	16,785,386	13,500,900
OTHER EXPENDITURES		
Capital Projects/Capital Items	460,250	669,000
Grants/Support Programs		
Roger Smith Ave - Debt Service		
TOTAL OTHER EXPENDITURES	460,250	669,000
TOTAL EXPENDITURES	17,245,636	14,169,900
Total Revenue over Expenses	1,325,398	1,603,886

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	Approved Budget 2023	Proposed Budget 2024
Airport		
Revenues	\$1,013,209	\$2,540,292
Operating Expenditures	<u>\$677,171</u>	<u>\$2,420,311</u>
Total Revenue over Expenses	\$336,038	\$119,981
Cortez Community Network Enterprise		
Revenues	\$462,000	\$295,560
Operating Expenditures	<u>\$410,144</u>	<u>\$178,483</u>
Total Revenue over Expenses	\$51,856	\$117,077
Dispatch Fund		
Revenues	\$993,642	\$909,848
Operating Expenditures	<u>\$905,242</u>	<u>\$918,820</u>
Total Revenue over Expenses	\$88,400	(\$8,972)
Hydro Plant Fund		
Revenues	\$20,174	\$0
Operating Expenditures	<u>\$74,723</u>	<u>\$0</u>
Total Revenue over Expenses	(\$54,549)	\$0
Recreation Center Fund		
Revenues	\$2,230,584	\$2,422,265
Operating Expenditures	<u>\$1,893,002</u>	<u>\$2,242,915</u>
Total Revenue over Expenses	\$337,582	\$179,350
Refuse Fund		
Revenues	\$1,635,183	\$2,082,070
Operating Expenditures	<u>\$1,912,873</u>	<u>\$2,079,005</u>
Total Revenue over Expenses	(\$277,690)	\$3,065
Water Enterprise		
Revenues	\$7,702,302	\$4,219,441
Operating Expenditures	<u>\$7,492,582</u>	<u>\$4,070,056</u>
Total Revenue over Expenses	\$209,720	\$149,385

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	Approved Budget 2023	Proposed Budget 2024
Self-Insured Health Fund		
Revenues	\$2,856,300	\$2,670,841
Operating Expenditures	<u>\$2,147,240</u>	<u>\$2,670,084</u>
Total Revenue over Expenses	\$709,060	\$757
Shop Fund		
Revenues	\$518,315	\$478,274
Operating Expenditures	<u>\$1,056,555</u>	<u>\$1,035,189</u>
Total Revenue over Expenses	(\$538,240)	(\$556,915)
Technology Fund		
Revenues	\$44,000	\$69,000
Operating Expenditures	<u>\$877,824</u>	<u>\$1,033,464</u>
Total Revenue over Expenses	(\$833,824)	(\$964,464)
Conservation Trust Fund		
Revenues	\$336,521	\$564,925
Operating Expenditures	<u>0</u>	<u>\$532,000</u>
Total Revenue over Expenses	\$336,521	\$32,925
Equipment Fund		
Revenues	\$460,000	\$477,895
Operating Expenditures	<u>\$458,608</u>	<u>\$476,471</u>
Total Revenue over Expenses	\$1,392	\$1,424
Lodgers Tax Fund		
Revenues	\$245,000	\$232,750
Operating Expenditures	<u>\$245,000</u>	<u>\$232,750</u>
Total Revenue over Expenses	\$0	\$0
Street Improvement Fund		
Revenues	\$2,632,710	\$2,672,263
Operating Expenditures	<u>\$2,632,710</u>	<u>\$2,587,029</u>
Total Revenue over Expenses	\$0	\$85,234