

**PLEASE VIEW THE LIVE STREAMED CITY COUNCIL MEETINGS ON THE CITY'S WEB SITE:
[City-Council-Live-Stream](#)**

**CORTEZ CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 9, 2024
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 Special Meeting/Worksession and Agenda Minutes of June 25, 2024.
- b. Approval of the Expenditure List for July 9, 2024
- c. Approval of a renewal application for a Fermented Malt Beverage and Wine Liquor License for Western Refining Retail, Inc., DBA Speedway #9499, located at 921 East Main Street, Cortez.
- d. Approval of a renewal application for a Retail Liquor Store Liquor License for Seventeen Eighteen Cortez, Inc., DBA Liquid Assets, located at 718 East Main Street, Cortez.
- e. Approval of a renewal application for a Hotel and Restaurant Liquor License for La Casita de Cortez, LLC., DBA La Casita de Cortez, located at 332 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

5. PUBLIC HEARINGS

a. **Resolution No. 10, Series 2024**

Resolution No. 10, Series 2024, a resolution approving a site development plan for an addition to an existing commercial building located at 1240 Industrial Road, Cortez, Colorado, in the Industrial (I) Zoning District.

Presenter: Contract City Planner Nancy Dosedall

6. UNFINISHED BUSINESS

7. **NEW BUSINESS**

a. **Resolution No. 12, Series 2024**

Resolution No. 12, Series 2024, resolution approving the Minor Subdivision Plat for Amended Plat of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8 of the Cornetts Subdivision located at 1082 at 1060 N. Mildred Street, Cortez, Colorado, submitted by Walter C. Reed.

Presenter: Contract City Planner Nancy Dossall

b. **Resolution No. 13, Series 2024**

Resolution No.13, Series 2024, a resolution approving the 1st Amended Plat of Lots 1 and 2, Block 7 F.R. Coffin's Addition to the Town of Cortez, located at 450 E. Main St, Cortez, Colorado, submitted by John & Amador Garcia, with the conditions stated in the Resolution.

Presenter: Contract City Planner Nancy Dossall

c. **CDOT Aeronautics Discretionary Grant Award Resolution for matches of Parking Lot and Runway Rehabilitation Projects**

Council will consider approving the CDOT Aeronautics Grant Award Resolution for Airport Improvement Projects and authorize the Mayor to sign the Resolution.

Presenter: Jeremy Patton, Airport Director

d. **Contract for Colorado Department of Transportation (CDOT) Roadway Funding and City Transportation Engineering**

Council will consider awarding a contract for professional engineering services for CDOT Roadway Funding and City Transportation Engineering to Jones & DeMille Engineering, Inc., at its proposal price of \$139,868.00.

Presenter: Brian K. Peckins, Director of Public Works

e. **2024 Chip and Friction Seal Project Bid Award**

Council will consider awarding the contract for the 2024 Chip and Friction Seal Project to Specialty Applicators LLC at its bid price of \$300,855.00.

Presenter: Brian K. Peckins, Director of Public Works

f. **Cortez Police Department MDT (Mobile Data Terminal) Project**

Council will consider approval of the funds to purchase and install 34 MDTs, eForce Silent Dispatch software for each user, and AT&T data cards of each user; and be reimbursed by the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2022-DJ-23-01-23-1 / Cortez MDT Project grant award.

Presenter: Vern Knuckles, Chief of Police

g. Authorization to accept the proposal of Woods Canyon Archaeological Consultants, Inc. for a Class III Cultural Resource Survey of Carpenter and Geer Natural Areas

Review proposal from Woods Canyon Archaeological Consultants, Inc. and authorize the City to enter into a contract for the completion of a Class III Cultural Resource Survey of Carpenter & Geer Natural Areas.

Presenter: Helen West, C&ED Specialist

h. Resolution No. 14, Series 2024

Resolution No. 14, Series 2024, a resolution Waiving the Right of the City of Cortez, Colorado to First Refusal and First Offer in Connection with the Sale of Affordable Housing.

Presenter: Drew Sanders, City Manager

8. DRAFT RESOLUTION/ORDINANCES

9. CITY ATTORNEY'S REPORT

10. CITY MANAGER'S REPORT

11. CITY COUNCIL COMMITTEE REPORTS

a. Mayor's Report on Workshop

b. Other Board Reports

12. OTHER ITEMS OF BUSINESS

a. Executive Session as needed.

13. PUBLIC PARTICIPATION

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

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

14. ADJOURNMENT

PURSUANT TO RESOLUTION 11, SERIES 2022, PUBLIC COMMENT:

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

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

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

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

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

--Other Opportunities to Participate

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

MOTION TO GO INTO EXECUTIVE SESSION:

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

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

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

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

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

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

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

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED:

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



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: LINDA SMITH, CITY CLERK

Date: July 2, 2024

RE: Approval of the Council Special Meeting/Worksession and Agenda Minutes of June 25, 2024.

Attachments

Worksession Minutes for June 25, 2024
Agenda Minutes for June 25, 2024

CITY COUNCIL
REGULAR WORKSHOP/SPECIAL MEETING
TUESDAY, JUNE 25, 2024
5:15 p.m.

1. The Regular Worksession/Special Meeting was called to order in the City Council Chambers at 5:15 p.m. The following Councilmembers were present: Mayor Rachel Medina, Mayor Pro-tem Lydia DeHaven, Robert Dobry, Bill Lewis, Matthew Keefauver, April Randle, and Dennis Spruell. Planning and Zoning Commission present included Chairman Robert Rime and Bob Bright. Staff present included: Director of Parks and Recreation Creighton Wright, Community and Economic Development Director Rachael Marchbanks, Director of Finance Kelly Koskie, Chief of Police Vernon Knuckles, City Manager Executive Assistant Wendy Mimiaga, Deputy City Clerk Donna Murphy, City Clerk Linda Smith, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were three citizens in the audience.

2. Interviews were held for various City Boards and Commissions openings as follows:

*Library Advisory Board

Heidi Bruger

*Parks, Recreation, and Forestry Advisory Board

Kenneth Quigley

Alan Klein

Julia Buff

Appointments will be made during the Regular City Council meeting.

3. The Planning and Zoning Commission and City Council members reviewed the draft Land Use Code Chapters 1 and 3 (Module 1). Logan Simpson representatives Jen Garner and McKayla Dunfey reviewed the work they have been doing on the draft of the Land Use Code. Module 1 was recapped and it was noted that it is out for public input. Highlights that have been changed in the draft that were recommended at the last worksession meeting were reviewed and included non-conformities. Zone Districts were reviewed as well as dimensions and new and updated uses. Modernized language was updated for the housing zones and compatibility with business zones was reviewed. Discussion was held on parking requirements and landscaping suggestions. The next steps for the draft Land Use Code were reviewed and the next review will include Module 2. Open houses will be held on Wednesday, June 26, 2024, at the Chamber of Commerce and City Hall on the current draft language should the public wish to attend.

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

CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 25, 2024

1. The meeting was called to order in the City Council Chambers at 7:30 p.m., with the Pledge of Allegiance. Roll Call was taken and the following Councilmembers were present: Mayor Rachel Medina, Mayor Pro-tem Lydia DeHaven, Robert Dobry, Matthew Keefauver, Bill Lewis, April Randle and Dennis Spruell. Staff present included: Chief of Police Vernon Knuckles, Finance Director Kelly Koskie, Airport Director Jeremy Patton, Director of Parks and Recreation Creighton Wright, Community and Economic Development Director Rachael Marchbanks, Director of Public Works Brian Peckins, Court Clerk/Administrator Carla Odell, IT Technician Aaron Holleman, City Clerk Linda Smith, Deputy City Clerk Donna Murphy, City Manager Drew Sanders, and City Attorney Patrick Coleman. There were six people present in the audience.

Councilmember Lewis moved that the agenda of June 25, 2024 be approved. Councilmember Dobry seconded the motion and the vote was as follows:

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

2. The Consent Agenda items acted upon by Council were as follows:
 - a. Approval of the Special Meeting/Worksession Council Agenda Minutes for June 11, 2024.
 - b. Approval of the Expenditure List for June 25, 2024.
 - c. Approval of a renewal application for a Fermented Malt Beverage and Wine Liquor License for Maverick Inc., DBA Maverick #497, located at 455 State Street, Cortez.
 - d. Approval of a renewal application for Kashmien LLC, DBA Lotsa Pasta & Thatza Pizza, located at 439 East Main Street, Cortez.
 - e. Approval of a renewal application for a Retail Liquor Store License for Marjana Lloyd, DBA The Cellar, located at 2410 Fairway Drive, Suite B, Cortez.

Councilmember Dobry moved that the Consent Agenda be approved as presented. Mayor Pro-tem DeHaven seconded the motion, and the vote was as follows:

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

3. PUBLIC PARTICIPATION:
 - a. Mindy Nelson welcomed new Councilmembers and spoke about the violation of the law regarding the judicial hearing on the logging business. She also spoke about CORA fees and

commented that the normal family will not be able to pay for requests due to the proposed fee increase. She spoke about missed steps that have happened with the LePlew project and her concern with the handling of affordable housing within the community. She stated that Council should work for the people, not against the people.

b. Charles Jeter, resident of California with interest in the area, spoke about a handout which was given to Council regarding an outline on his investigation written on October 4 as a historical document; however, the handout does not include conclusions of fact, rather includes the summary of leads that he had at that time. He spoke about CORA requests which he has submitted to the City and noted that the process has been lengthy and adversarial. He stated that some of his requests show that staff and Council may have exceeded their authority and that he is following the leads through his many CORA requests.

4. PRESENTATIONS

a. Colorado House Bill 24-1175, Local Government's Rights to Property for Affordable Housing. City Manager Sanders reviewed Colorado HB 24-1175 noting that the local government has the right of first refusal or offer to purchase qualifying multi-family property to provide long-term affordable housing or mixed-income development. Also, to purchase existing affordable multi-family rental properties consisting of not less than five units (excluding mobile home parks) with the commitment to use the property as long-term affordable housing. Information was shared on Existing Affordable Housing (EAH) and the requirement that the seller of an EAH must give notice. The local government has 14 days to preserve right of first refusal and an additional 30 days to make an offer to purchase. Also, the local government must agree to close on the property within 60 days of acceptance to purchase and if seller rejects an offer by local government it must provide a written explanation and invite local government to make a subsequent offer within 14 days. City Manager Sanders reviewed other application rules with HB 24-1175 and stated that the local government may opt out of the Bill if Council chooses. Councilmember Dobry stated that he would like for the City to opt out of the Bill as he has concerns about staff time, the City's ability to meet the deadlines, and concerns for private property rights as he feels this Bill is a taking of property rights. City Attorney Coleman reviewed the difference between a right of first refusal/right of first offer and the requirements that would be placed on a property through a recorded deed or other document created as a multi-family unit. Discussion was held on the Bill and Council agreed to move forward directing staff to prepare the correct documents to opt out of HB 24-1175.

5. PUBLIC HEARINGS: None.

6. UNFINISHED BUSINESS: None

7. NEW BUSINESS

a. Award a Lease Bid for Two Greens Mowers for the Conquistador Golf Course. Director of Parks and Recreation Wright reviewed the background on the recent purchase of two greens mowers for the Golf Course noting that the interest rate offered through John Deere Financial was at 6.9%. He stated that Director of Finance Koskie gained lease bids from four financing vendors with all the vendors providing a \$1 buyout and a five-year term. Commerce Bank offered to the lowest interest

rate and payment, 5.2% with an annual payment of \$24,805.18 which will save approximately \$4,314.25 over the lease term from the initial offer from John Deere. It was noted that the equipment was delivered to the Golf Course earlier than expected and therefore the process has been expedited to get the finances in line. Council thanked staff for being stewards of the City’s tax money and finding a better offer.

Councilmember Lewis moved that Council rescind the authorization to sign a five-year lease with John Deere Financial, award the Financing-lease for the two Greens Mowers for the Conquistador Golf Course to Commerce Bank at an interest rate of 5.2% and an annual payment of approximately \$24,805.18, and authorize the City Manager to negotiate lease terms and sign a lease agreement. Councilmember Spruell seconded the motion and the vote was as follows:

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

b. Resolution No. 11, Series 2024. City Clerk Smith stated that Resolution No. 11, Series 2024, amends the 2024 Fee Schedule for the City of Cortez. One of the changes will be to the Public Records Standard Fees and Charges, which contains a fee for the Research, Retrieval, and Data Manipulation of public records (CORA Fee). The CORA Fee was set at \$33.58 per hour by the Colorado Legislature pursuant to CRS 24-72-205(6)(b) in 2019. The Legislative Council has determined that the new maximum CORA Fee that state and local governments in Colorado may charge is \$41.37 per hour (maximum fee) effective July 1, 2024. Also, the 2024 Fee Schedule contains a section entitled Public Works, which contains a fee for a Right of Way Construction Permit which needs to be amended by the addition of Asphalt Patch Fees. Two subcategories of fees under the Right of Way Construction Permit shall be added 1) Surface Roadway Replacement Cold Patch shall be \$280.00/sq. yd. and 2) Surface Roadway Hot Patch shall be \$250.00/sq. yd. The remaining 2024 Fee Schedule will remain unchanged. Staff recommends approval of Resolution No. 11, Series 2024, as submitted. It was noted that a public comment was received and has been placed before Council for review. The CORA fee would take effect for new requests after July 1, 2024. Discussion was held on what it costs to complete a CORA request and it was noted that the first hour of a CORA request is completed at no charge as allowed by Statute.

Mayor Medina opened the item for public comment. Charles Jeter spoke about the records requests process which allows all citizens the right to view government records. He spoke about how the City of Fort Collins completes their records requests and asked Council to consider holding a worksession so more discussion could be held on the process. City Attorney Coleman stated that he had spoke to the Fort Collins Records Clerk on their process prior to the Council meeting and they do not place every email out for the public to review. He stated that they have a retention policy for all emails and the City should consider complying with the Colorado Municipal Retention Policy. He noted that there is a process for the release of any records as allowed by the CORA regulations and the City has a fee schedule and charges the fees for records as approved by Council. George Nelson stated that a worksession would be a way to resolve any issues that may need to be worked out regarding the access to government records. Mayor Medina closed the public comment section.

Mayor Pro-tem DeHaven moved that Council approve Resolution No. 11, Series 2024, a resolution amending the 2024 Fee Schedule for the City of Cortez, and specifically the CORA Fee under the

section entitled Public Records Standard Fees and Charges and a new fee category under the Right of Way Construction Permit to be entitled Surfaced Roadway Replacement Cold Patch and Surface Roadway Replacement Hot Patch. Councilmember Randle seconded the motion and the vote was as follows:

DeHaven	Dobry	Keefauver	Lewis	Medina	Randle	Spruell
Yes	Yes	Yes	Yes	Yes	Yes	No

c. City Board and Committee Appointments. City Clerk Smith stated that Council has held interviews for several board openings over the past two worksessions (June 11 and June 25, 2024) and may make appointments as they wish. Council reviewed the applicants and made several suggestions for the appointments to the various Boards and Committees. Council noted that all the applicants were really good and they encouraged the applicants not chosen to possibly serve on another committee or subcommittee within the City.

Councilmember Dobry moved that Council appoint the following:

- Historic Preservation Board – Holly Tatnall (three year seat)
- Planning and Zoning Commission – Nina Thao (three year seat)
- Library Advisory Board – Aly Maun, Heidi Brugger and Damion Smith (three year seat each)
- Parks, Recreation, and Forestry Advisory Board – Kenneth Quigley, Richard Landreth, Julia Buff, and Alan Klein (two year seat each)
- Arts Advisory Board – Nyx Poulin (one year seat)

Councilmember Lewis seconded the motion and the vote was as follows:

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

8. DRAFT RESOLUTION/ORDINANCES: None.
9. CITY ATTORNEY’S REPORT: None.
10. CITY MANAGER’S REPORT: City Manager Sanders gave a report on the following items:
 - I attended the annual Colorado Municipal League (CML) conference June 18 – 21, 2024 in Loveland, CO with Mayor Rachel Medina, Councilmembers April Randle and Dennis Spruell, and Attorney Patrick Coleman where we received a multitude of information that will help our City. While at the conference, Mayor Medina was elected to the CML Executive Board for a two year term. This is a prestigious position that will help our area to be better represented.
 - The airport parking lot construction will break ground July 8, 2024. Signs will be placed directing people to use the overflow parking lot across the street. The project should be completed in 60 days.
 - The City of Cortez will host the upcoming 4th of July celebration with the addition of a classic car show this year. The Cortez Community Band and Flashback, a classic rock band, will

perform in Centennial Park beginning at 6 p.m.; food trucks and vendors will serve their fine cuisines all day while parked along Mildred Road which will be closed between Montezuma and Empire; and the evening will end with the annual fireworks display.

- Finance Director Kelly Koskie has been accepted as a mentor for the Government Finance Officers Association (GFOA) National Mentor Program and has been assigned a mentee from Redmond, Oregon. Ms. Koskie has successfully guided the City through some overwhelming and demanding financial situations over the past few years. This individual will be very fortunate to receive the knowledge and expertise she has to share.
- Employee Highlight – Helen West

Helen West, Community and Economic Development Specialist for the City of Cortez joined the City in June of 2023, and she has been making a great impact ever since.

In the year since she's been here, she has helped the Historic Preservation Board and the Cortez Public Arts Committee stay organized, as well as take on impactful projects such as Historic Preservation Days, a "Historic Cortez" coloring book competition, the "81321 Launch" grant initiative, as well as facilitating grant-funded surveys of the City's historic assets. Additionally, she is spearheading the City of Cortez's Statewide Assessment Brownfields Grant including an ongoing project of developing an Area Wide Plan for South Broadway. Potential outcomes of this study include recommendations relating to zoning/land use refinements, capital projects, and marketing/branding activities.

On behalf of the City she wrote and was awarded a \$179,000 grant from the Colorado Office of Economic Development & International Trade (OEDIT) to help six locally owned businesses improve their facades, purchase equipment, and provide training. Helen has taken on many other initiatives to support businesses and enhance economic opportunities in the City, as well as supporting housing and land use code efforts currently underway in the Community and Economic Development Department.

Helen is a skilled and dedicated employee who is working to enhance the quality of life for residents of Cortez.

- I would like to congratulate Deputy Clerk Donna Murphy who has earned the designation of Certified Municipal Clerk (CMC). This title was awarded to Ms. Murphy by the International Institute of Municipal Clerks after her five year commitment and completion of the demanding requirements. We applaud Ms. Murphy for her dedication and commitment to the City of Cortez. Ms. Murphy was recognized for her accomplishment before Council with flowers and her certificate.

11. CITY COUNCIL COMMITTEE REPORTS

- a. Mayor's Report on Workshop. Mayor Medina stated that four interviews were held for the Board/Committee open seats and appointments were made during the regular meeting. Also, the Planning and Zoning and City Council held a joint workshop to review the proposed Land Use Code Chapters 1 and 3. Additional open houses will be held on Wednesday, June 26, 2024 for review of the code – one at the Chamber of Commerce from noon to 2:00 p.m. and one at City Hall from 5:00 to 8:00 p.m. It was noted that the Chapters are available on-line for anyone

wishing to review them and make comment.

b. Colorado Municipal League Conference (CML). Councilmember Randle stated that she attended the CML Conference along with Councilmember Spruell, Mayor Medina, City Attorney Coleman, and City Manager Sanders. She stated that she attended many interesting classes which included programs across the State (both private and non-profit) on homelessness, rejuvenating mobile home parks in Montrose, and other helpful classes. Councilmember Spruell spoke about the classes which he attended which included Best Practices for Quasi-Judicial Decision Making, Public Comment and 1st Amendment, the Art of Active Listening, and other classes that gave him great insight. Mayor Medina stated that she feels honored for the opportunity to be appointed to the CML Executive Board and that she hopes to represent Cortez well and bring a voice to the board. Mayor Medina stated that she feels information was missing on how to support families and child care issues and she hopes that topic can be discussed in the future.

12. OTHER ITEMS OF BUSINESS:

a. Councilmember Dobry moved that Council adjourn to Executive Session at 8:55 p.m. for the purpose of discussing the possible transfer or sale of real property pursuant to C.R.S. Section 24-6-402(4)(a) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e). Councilmember Lewis seconded the motion, and the vote was as follows:

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

Council returned from Executive Session at 9:16 p.m. Participants in the Executive Session included City Manager Sanders, City Attorney Coleman, Mayor Medina, Mayor Pro-tem Lydia DeHaven, Councilmember Dobry, Councilmember Keefauver, Councilmember Lewis, Councilmember Spruell, and Councilmember Randle. No adoption of any policy, position, resolution, rule, regulations, or other formal action occurred during Executive Session.

13. PUBLIC PARTICIPATION:

a. George Nelson, Cortez, spoke about his experience of dealing with the various utility providers in the community during his purchase of property in the community and the lack of communication with Montezuma County and other entities. He asked if the City was considering taking over the Cortez Sanitation District as it would be more beneficial and cooperative for the citizens. He asked what would need to be done to place the question on a ballot for the citizens to be able to vote on the Cortez Sanitation District being part of the City of Cortez. Mayor Medina thanked Mr. Nelson for his comment and Council would discuss the request.

b. Charles Jeter spoke about his investigation on 1880 Industrial Road and 1050 Lebanon Road noting that there seems to be clear favoritism given to the different projects with Planning and Zoning laws not equally applied. He spoke on how to go forward and stated that there is trouble with the foundation of the staff and Planning and Zoning Board Members and information requested has been shielded and not provided as requested.

14. ADJOURNMENT: Mayor Pro-tem DeHaven moved that the regular meeting be adjourned at 9:25 p.m. Councilmember Lewis seconded the motion, and the vote was as follows:

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

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: SARA COFFEY, PAYROLL/SALES TAX ADMINISTRATOR

Date: 07/02/24

RE: Approval of the Expenditure List for July 9, 2024

Attachments

Expenditure List

EXPENDITURE LIST FOR WEEK ENDING JUNE 28, 2024

Department	Vendor Name	Description	Amount
City Council	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 1,553.16
		Total	\$ 1,553.16
City Attorney	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 223.47
		Total	\$ 223.47
Human Resources	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 186.52
	AT&T MOBILITY	PHONES	\$ 55.27
		Total	\$ 241.79
Municipal Court	MARSHALL SUMRALL	LEGAL SERVICES - MULTIPLE	\$ 550.00
	RICHARD SIMS LAW OFFICE	LEGAL SERVICES - SANDERS	\$ 75.00
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 858.01
		Total	\$ 1,483.01
City Manager	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 335.74
		Total	\$ 335.74
Finance	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 484.96
		Total	\$ 484.96
City Clerk	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 223.83
		Total	\$ 223.83
Events	KSJD RADIO	Blanket Purchase Order - Monthly Radio Marketin	\$ 250.00
	KSJD RADIO	Blanket Purchase Order - Monthly Radio Marketin	\$ 250.00
	KSJD RADIO	Blanket Purchase Order - Monthly Radio Marketin	\$ 250.00
	KSJD RADIO	Blanket Purchase Order - Monthly Radio Marketin	\$ 250.00
	KSJD RADIO	Blanket Purchase Order - Monthly Radio Marketin	\$ 250.00
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 30.70
		Total	\$ 1,280.70
Library	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 4,857.41
	TERRI L. STORM	E-rate Consulting Services for Funding Year 2023	\$ 1,200.00
	TERRI L. STORM	E-rate Consulting Services for Funding Year 2024	\$ 2,400.00
	AMAZON CAPITAL SERVICES	TMS1042810 Timemist Refills, Mango - LB	\$ 69.59
	AMAZON CAPITAL SERVICES	TMS1042786 Timemist Refills, Country Garaden -	\$ 72.02
	AMAZON CAPITAL SERVICES	TMS1042756 Timemist Refill, Caribbean Waters -	\$ 81.62
	ZORO TOOLS INC	GJO22200 Hardwound Paper Towels 12 rolls/case	\$ 67.78
		Total	\$ 8,748.42
General Services	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 1,432.91
		Total	\$ 1,432.91
Building Maint	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 1,638.87

EXPENDITURE LIST FOR WEEK ENDING JUNE 28, 2024

Department	Vendor Name	Description	Amount
		Total	\$ 1,638.87
City Hall Operations	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICES	\$ 2,300.00
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 777.91
	XEROX CORPORATION	EQUIPMENT RENTAL	\$ 1,912.00
	AMAZON CAPITAL SERVICES	Elkay 51300C NSF/ANSI Certified Filter - CH	\$ 142.48
		Total	\$ 5,132.39
Welcome Center	ORKIN LLC	PEST CONTROL SERVICES	\$ 141.99
	CENTURYLINK	PHONES	\$ 96.64
	IMAGENET CONSULTING LLC	EQUIPMENT RENTAL	\$ 71.16
		Total	\$ 309.79
Police Department	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 4,835.30
	AT&T MOBILITY	PHONES	\$ 152.63
	AT&T MOBILITY	PHONES	\$ 228.71
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 12,736.73
	MIDWEST RADAR & EQUIPMENT	Certify radar guns	\$ 615.00
	INDUSTRIAL/ORGANIZATIONAL SOLUT	Police Officer Tests	\$ 125.00
	GALL'S LLC	Shipping	\$ 16.00
	GALL'S LLC	511 Mens performance s/s polo	\$ 126.72
	GALL'S LLC	Salomon Speedcross Boot	\$ 145.36
	GALL'S LLC	511 Stryke pant	\$ 221.76
	GALL'S LLC	Shipping	\$ 1.55
	GALL'S LLC	Shipping	\$ 5.20
	GALL'S LLC	Brass Nameplates	\$ 47.84
	GALL'S LLC	Handcuffs	\$ 160.08
	PIONEER PRINTING	Municipal Tickets	\$ 485.00
	DIGITCOM ELECTRONICS, INC.	Program radio	\$ 95.00
	DIGITCOM ELECTRONICS, INC.	Cables, mounts, antennas for 3 radios	\$ 935.53
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 15.76
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 1,455.13
	LORI MILLICH	REIMB PETTY CASH - R BRINKERHOFF - EVIDENCE	\$ 15.00
	MONTEZUMA COUNTY SHERIFF	APR 2024 INMATE CHARGES	\$ 1,900.00
	MONTEZUMA COUNTY SHERIFF	MAY 2024 INMATE CHARGES	\$ 4,200.00
	WAGNER ENTERPRISE, L.L.C.	JANITORIAL SERVICE	\$ 1,499.58
	MANE SHIPPING LLC	SHIPPING	\$ 20.28
	AMAZON CAPITAL SERVICES	Oasis 033879-001 VersaFilter Cartridge - PD	\$ 104.54
		Total	\$ 30,143.70
Animal Shelter	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 437.37
	DOLORES ANIMAL HOSPITAL	SPAY	\$ 112.00
	FOUR CORNERS M.A.S.H., LLC	CASTRATION	\$ 64.00
	ATMOS ENERGY	GAS SERVICE	\$ 66.97
	HOME DEPOT PRO INSTITUTIONAL	REN63314-CA Can Liners, 33x39, 1.5 mil, Black - K	\$ 86.64

EXPENDITURE LIST FOR WEEK ENDING JUNE 28, 2024

Department	Vendor Name	Description	Amount
		Total	\$ 766.98
Public Works	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 3,357.63
	ESRI	87192 ArcGIS Desktop Basic Single Use Primary M	\$ 460.00
	ESRI	52384 ArcGIS Desktop Advanced Concurrent Use	\$ 3,475.00
	AT&T MOBILITY	PHONES	\$ 55.27
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 7,805.42
	AT&T MOBILITY	PHONES	\$ 229.02
	AMAZON CAPITAL SERVICES	244194 Pump Repair Packing Kit for 3400	\$ 30.63
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 399.16
		Total	\$ 15,812.13
Parks & Recreation	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 239.86
		Total	\$ 239.86
Outdoor Pool	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 2,303.87
	SYSCO FOOD SERVICES	CONCESSIONS	\$ 717.99
	SLAVENS TRUE VALUE	PADLOCKK	\$ 26.37
	PIONEER PRINTING	SWIM CARDS	\$ 437.00
		Total	\$ 3,485.23
Golf Pro	RUDOSKY GOLF, LLC	Blanket PO - Professional Services - Golf Pro - Qua	\$ 10,125.00
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 652.79
		Total	\$ 10,777.79
Golf Course Maint	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 556.12
	AT&T MOBILITY	PHONES	\$ 53.22
	AMAZON CAPITAL SERVICES	Echo P21002921 Filter Cover	\$ 13.66
	HOME DEPOT PRO INSTITUTIONAL	Tork 12024402 Mini Jumbo Tissue - GC	\$ 100.16
	KW ENTERPRISES, LLC.	1 ton Double Washed Sand for topdressing and b	\$ 1,375.00
	SENERGY PETROLEUM	Dyed Diesel for Golf Maintenance	\$ 1,362.08
		Total	\$ 3,460.24
Parks	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 3,284.21
	AT&T MOBILITY	PHONES	\$ 53.22
	FERGUSON WATERWORKS #1116	ZONE BATTERY	\$ 237.94
		Total	\$ 3,575.37
Recreation	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 748.30
		Total	\$ 748.30
Planning & Building	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 683.13
	AT&T MOBILITY	PHONES	\$ 232.29
		Total	\$ 915.42

EXPENDITURE LIST FOR WEEK ENDING JUNE 28, 2024

Department	Vendor Name	Description	Amount
Shop	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 1,293.77
	FOUR STATES TIRE CO.	XDHT 11R22.5 Drive Tire Recaps - Refuse Units	\$ 1,024.25
	MCCANDLESS TRUCK CENTER	Weir 134A Coolant, 30LB	\$ 250.00
	XEROX CORPORATION	Blanket PO - B7035 WorkCenter s/n 5DA859596,	\$ 298.89
	XEROX CORPORATION	Blanket PO - C8045 AltaLink Color Copier, s/n 8TB	\$ 353.22
	XEROX CORPORATION	Blanket PO - B7035 WorkCenter s/n 5DA859596,	\$ 363.32
		Total	\$ 3,583.45
Technology	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 340.91
	AT&T MOBILITY	PHONES	\$ 43.23
	CENTURYLINK	PHONES	\$ 71.53
		Total	\$ 455.67
Streets	WCA CONSTRUCTION, LLC	PW-24-02-SD Public Works Storm Drain Project -	\$ 88,575.38
	K & K CONCRETE INC	2024 Concrete Cost Share Project PW-24-01-S, Cu	\$ 39,647.66
	K & K CONCRETE INC	2024 Concrete Cost Share Project PW-24-01-S, Cd	\$ 11,175.15
		Total	\$ 139,398.19
Airport	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 2,908.18
	ATMOS ENERGY	GAS SERVICE	\$ 33.15
	ATMOS ENERGY	GAS SERVICE	\$ 48.21
	LUMACURVE AIRFIELD SIGNS	SXL4-20: Small, 4FT Panel	\$ 487.90
	LUMACURVE AIRFIELD SIGNS	SXL6-20: Small, 6FT Panel	\$ 560.60
	LUMACURVE AIRFIELD SIGNS	SUL-6SF-LC Size 1, 6 foot, Single Faced, Unlighted	\$ 2,892.00
		Total	\$ 6,930.04
Rec Center	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 9,685.99
	OFFICE DEPOT	8820950 Iconex Thermal Receipt Rolls, 2-1/4 x 55	\$ 30.90
	OFFICE DEPOT	196643 Boise X9 Multiuse Copy Paper, 8.5x14, 20	\$ 55.37
	OFFICE DEPOT	196517 Boise X9 Multiuse Copy Paper, 8.5x11, 20	\$ 230.94
		Total	\$ 10,003.20
Water	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 49.12
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 18,866.76
	MONTEZUMA WATER COMPANY	WATER 57371	\$ 308.80
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 1,261.44
	AT&T MOBILITY	PHONES	\$ 200.58
	DANA KEPNER COMPANY	#51 Ford Insert Stiffener for 3/4 CTS	\$ 13.80
	DANA KEPNER COMPANY	2 Threaded Bronze Gate Valve, NL	\$ 38.34
	DANA KEPNER COMPANY	3/4 x 100 CTS 200 PSI Polyethylene Tubing DR9	\$ 41.00
	DANA KEPNER COMPANY	8 DI Pipe Mech Restraint (Black)	\$ 45.88
	DANA KEPNER COMPANY	4 DI Pipe Mech Restraint (Black)	\$ 51.94
	DANA KEPNER COMPANY	2 x 100 Poly Tape, Printed Corrosion	\$ 60.30
	DANA KEPNER COMPANY	6 DI Pipe Mech Restraint (Black)	\$ 61.06
	DANA KEPNER COMPANY	3 x 1000 Detectable Tape - WATER - Blue	\$ 62.38

EXPENDITURE LIST FOR WEEK ENDING JUNE 28, 2024

Department	Vendor Name	Description	Amount
	DANA KEPNER COMPANY	4 L P MJ Solid Sleeve, SSB, DI, Less Access	\$ 73.29
	DANA KEPNER COMPANY	2 Threaded Bronze Gate Valve, NL	\$ 76.68
	DANA KEPNER COMPANY	C44-33-Q-NL Ford 3/4 QJ Coupling	\$ 78.60
	DANA KEPNER COMPANY	6x4 MJxMJ Reducer, CL, SSB, DI, Less Access	\$ 78.92
	DANA KEPNER COMPANY	2 x 24 Galv. Nipple	\$ 79.23
	DANA KEPNER COMPANY	2 90 Street Ell, Threaded, NL Brass	\$ 89.79
	DANA KEPNER COMPANY	8 MJ Cap, SSB, DI, Less Access	\$ 90.20
	DANA KEPNER COMPANY	6x2 MJ Tapped Plug, SSB DI	\$ 104.60
	DANA KEPNER COMPANY	4 MJ Bolt & Gasket Pak	\$ 106.14
	DANA KEPNER COMPANY	8 MJ Plug, SSB, DI	\$ 107.11
	DANA KEPNER COMPANY	4 MJ Tee, CL, SSB, DI, Less Access.	\$ 108.36
	DANA KEPNER COMPANY	6 MJ Cap, SSB, DI, Less Access	\$ 110.24
	DANA KEPNER COMPANY	5-1/4 Valve Box Drop Lid, Marked WATER	\$ 110.76
	DANA KEPNER COMPANY	8x2 MJ Tapped Cap, SSB, DI, Less Access	\$ 122.77
	DANA KEPNER COMPANY	4 PVC Pipe Mech Restraint (Red)	\$ 125.80
	DANA KEPNER COMPANY	4x20 Class 305 Pipe, C900 PVC DR14	\$ 144.80
	DANA KEPNER COMPANY	6 #1100C Bell Restraint for C900 - Quote MN0503	\$ 172.68
	DANA KEPNER COMPANY	8 LP MJ Solid Sleeve, SSB, DI, Less Access	\$ 197.31
	DANA KEPNER COMPANY	NL 3/4 FB1000-3-Q Ford Ball Corp Stop	\$ 208.20
	DANA KEPNER COMPANY	24 x 440 8 Mil Black Polywrap Perferated @ 22	\$ 220.07
	DANA KEPNER COMPANY	6 LP MJ Solid Sleeve, SSB, DI, Less Access	\$ 245.54
	DANA KEPNER COMPANY	Romac 202BS-9.62x2 CC Brass Tapping Saddle w/	\$ 251.29
	DANA KEPNER COMPANY	8 MJ Bolt & Gasket Pak	\$ 273.00
	DANA KEPNER COMPANY	6 MJ Bolt & Gasket Pak	\$ 283.08
	DANA KEPNER COMPANY	36 6850 Valve Box Bottom Section, Screw Type	\$ 338.22
	DANA KEPNER COMPANY	8x6 MJxMJ Reducer, CL, SSB, DI, Less Access	\$ 343.89
	DANA KEPNER COMPANY	Romac 202BS-7.5x1 CC Brass Tapping Saddle w/S	\$ 385.74
	DANA KEPNER COMPANY	6 MJ Tee, CL, SSB, DI, Less Access.	\$ 388.36
	DANA KEPNER COMPANY	6 Foster Adaptor, w/MJ Accessory Kit	\$ 406.68
	DANA KEPNER COMPANY	12 Gauge Tracer Wire, Blue, 500 ft Rolls	\$ 420.00
	DANA KEPNER COMPANY	6 PVC Pipe Mech Restraint (Red)	\$ 458.52
	DANA KEPNER COMPANY	26 Valve Box Top Section, Screw Type	\$ 468.78
	DANA KEPNER COMPANY	Romac 202BS-7.5x3/4 CC Brass Tapping Saddle w	\$ 578.61
	DANA KEPNER COMPANY	8 Foster Adaptor w/MJ Accessory Kit	\$ 601.32
	DANA KEPNER COMPANY	8 PVC Pipe Mech Restraint (Red)	\$ 621.28
	DANA KEPNER COMPANY	8 MJ Tee, CL, SSB, DI, Less Access.	\$ 871.92
	DANA KEPNER COMPANY	8x20 Class 305 Pipe, C900 DR14	\$ 2,014.40
	DANA KEPNER COMPANY	8 MJ RW DI OL Valve, Less Access	\$ 3,673.34
	DANA KEPNER COMPANY	6 MJ RW DI OL Valve, Less Access	\$ 4,617.00
	DANA KEPNER COMPANY	6x20 Class 305 Pipe, C900 PVC DR14	\$ 15,194.40
	SGM INC.	Blanket PO - WTP Infrastructure Consulting - Trea	\$ 1,946.25
		Total	\$ 57,848.57
CCN Fund	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 7.88
		Total	\$ 7.88

EXPENDITURE LIST FOR WEEK ENDING JUNE 28, 2024

Department	Vendor Name	Description	Amount
Refuse	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 2,025.15
	WASTEBUILT ENVIRONMENTAL SOLUT	PCP1 Caster Pad, Quick Change w/ hardware	\$ 489.12
	CIRSA	QUARTERLY PROPERTY/CASUALTY COVERAGE	\$ 104.09
	AMAZON CAPITAL SERVICES	Realspace Hurston HB Executive Chair - Recycling	\$ 129.99
		Total	\$ 2,748.35
Total			\$ 313,989.41

EXPENDITURE LIST FOR WEEK ENDING JULY 5, 2024

Department	Vendor Name	Description	Amount
Finance	GOVERNMENT FINANCE OFFICERS	CERTIFICATE REVIEW FEE	\$ 460.00
	CITY OF CORTEZ	FIBER	\$ 902.08
		Total	\$ 1,362.08
Library	CITY OF CORTEZ	FIBER	\$ 3,503.40
	FASTENAL COMPANY	0492492 HVAC Filter 20x20x2	\$ 102.00
		Total	\$ 3,605.40
City Hall Operations	FASTENAL COMPANY	4300471 HVAC Filter 20x20x1	\$ 49.80
	FASTENAL COMPANY	0492495 HVAC Filter 24x24x2	\$ 126.00
	TRANE US INC	RTU1 s/n C16H05384 - Perform and complete PM,	\$ 2,265.00
		Total	\$ 2,440.80
Welcome Center	FASTENAL COMPANY	0492490 HVAC Filter 16x20x2	\$ 44.64
		Total	\$ 44.64
Police Department	DELL MARKETING L.P.	Dell US Backlit Keyboard w/106 keys	\$ 34.19
	DELL MARKETING L.P.	Dell 6-cell 97 Wh Lithium Ion Battery for Laptop	\$ 105.74
	DAVE GUY,P.D. CHAPLIN	Counseling services POMH 24-009 Grant	\$ 4,600.00
	MODERN MARKETING	Shield shaped stickers	\$ 640.00
	MODERN MARKETING	Shield shaped stickers	\$ 960.00
	AXIS HEALTH SYSTEM	Blanket PO - Jail contract	\$ 350.00
	MODERN MARKETING	Shipping	\$ 14.00
	MODERN MARKETING	Shipping	\$ 14.00
	SURVIVAL ARMOR INC.	Class A Carrier	\$ 349.83
	AUBUCHON CUSTOM PRODUCTIONS	Materials/Labor - Body work, paint Unit 410	\$ 1,229.00
	TRANSUNION RISK AND ALTERNATIVE	PERSON SEARCH	\$ 78.80
	MANE SHIPPING LLC	SHIPPING	\$ 14.76
	FASTENAL COMPANY	0481494 HVAC Filter 16x16x2	\$ 77.40
	FASTENAL COMPANY	0452067 HVAC Filter 18x24x2	\$ 145.20
		Total	\$ 8,612.92
Animal Shelter	FOUR CORNERS M.A.S.H., LLC	SPAY	\$ 112.00
		Total	\$ 112.00
Outdoor Pool	SLAVENS TRUE VALUE	PADLOCK, CHAIN	\$ 39.00
	DURANGO COCA COLA BOTTLING CO	CONCESSIONS	\$ 797.90
	SYSCO FOOD SERVICES	CONCESSIONS	\$ 739.39
		Total	\$ 1,576.29
Parks	BRAVO CLEANING & RESTORATION	CITY PARK TRASH REMOVAL	\$ 3,660.00
	LE PEW PORTA-JOHNS INC.	MONTHLY RENTALS	\$ 1,884.00
	FERGUSON WATERWORKS #1116	ROTORS	\$ 824.61
	SLAVENS TRUE VALUE	ROPE	\$ 6.82
	CORTEZ ELECTRIC	SERVICE CALL TO VETERAN PARK	\$ 634.56

EXPENDITURE LIST FOR WEEK ENDING JULY 5, 2024

Department	Vendor Name	Description	Amount
		Total	\$ 7,009.99
Recreation	NATURE CENTER AT BUTLER CORNER	FIELD TRIP	\$ 210.00
		Total	\$ 210.00
Shop	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 20.00
	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	\$ 62.00
	FOUR STATES TIRE CO.	Blanket PO - Tire Repairs and Alignments	\$ 66.96
	CHOICE BUILDING SUPPLY	FOAM SEALANT	\$ 12.98
	FOUR CORNERS WELDING & GAS SUP	4043 Alum. Wire .030 1#	\$ 33.06
	ABLE TOWING OF CORTEZ	OTR801315 PP-DC Park Control Vavle	\$ 421.32
	KEESEE MOTORS	BB5Z7821850AB Door Lock Knob - Unit 474	\$ 18.76
	KEESEE MOTORS	FL3Z15045G34AA Mat - Unit 1237	\$ 22.38
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 3.86
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 5.59
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 6.77
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 7.19
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 11.72
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 15.29
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 20.29
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 36.39
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 48.99
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 49.27
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 54.93
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 121.53
	SUPERIOR AUTO	Blanket PO - Parts/Supplies for Fleet Maintenance	\$ 132.44
	SUPERIOR SERVICES, LLC	Blanket PO - Janitorial Services at the Service Center	\$ 1,950.00
	FASTENAL COMPANY	Blanket PO - Batteries, 1st Aid Supplies	\$ 67.84
	CHOICE BUILDING SUPPLY	Security Door w/deadbolt for SC Shop - Estimate #5	\$ 1,200.00
	FASTENAL COMPANY	0492490 HVAC Filter 16x20x2	\$ 44.64
	FASTENAL COMPANY	0492492 HVAC Filter 20x20x2	\$ 51.00
		Total	\$ 4,528.40
Technology	DELL MARKETING L.P.	Dell P2425H 24 inch Monitors	\$ 620.60
	DELL MARKETING L.P.	Dell Latitude 5540 Laptop - Quote #300017774190	\$ 851.25
		Total	\$ 1,471.85
Dispatch	STAPLES ADVANTAGE	HP210A W2100A Print Cartridge, Black	\$ 157.36
	STAPLES ADVANTAGE	HP210A W2101A Print Cartridge, Cyan	\$ 189.86
	STAPLES ADVANTAGE	HP210A W2102A Print Cartridge, Yellow	\$ 189.86
	STAPLES ADVANTAGE	HP210A W2103A Print Cartridge, Magenta	\$ 189.86
	CITY OF CORTEZ	FIBER	\$ 902.08
		Total	\$ 1,629.02

EXPENDITURE LIST FOR WEEK ENDING JULY 5, 2024

Department	Vendor Name	Description	Amount
Rec Center	CITY OF CORTEZ	FIBER	\$ 902.08
	ULINE	SUPPLIES	\$ 893.47
	ULINE	RECYCLE CONTAINER	\$ 3,392.37
		Total	\$ 5,187.92
Water	CITY OF CORTEZ	FIBER	\$ 902.08
		Total	\$ 902.08
CCN Fund	VISIONARY COMMUNICATIONS, INC.	Blanket PO - Tower rental, Business wireless internet	\$ 1,980.32
		Total	\$ 1,980.32
Total			\$ 40,673.71



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: 07/01/2024

RE: **Approval of a renewal application for a Fermented Malt Beverage and Wine Liquor License for Western Refining Retail, Inc., DBA Speedway #9499, located at 921 East Main Street, Cortez.**

Attachments

Renewal- Speedway #9499



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

7/1/2024

MEMO TO: Honorable Mayor and City Council
FROM: Donna Murphy, Deputy City Clerk
SUBJECT: RENEWAL APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE LIQUOR LICENSE FROM WESTERN REFINING RETAIL, INC., DBA SPEEDWAY #9499, LOCATED AT 921 EAST MAIN STREET, CORTEZ

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on July 1, 2024. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of renewal Fermented Malt Beverage and Wine Liquor License for Speedway #9499, located at 921 East Main Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 07/01/2024

RE: **Approval of a renewal application for a Retail Liquor Store Liquor License for Seventeen Eighteen Cortez, Inc., DBA Liquid Assets, located at 718 East Main Street, Cortez.**

Attachments

Renewal- Liquid Assets



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

7/1/2024

MEMO TO: Honorable Mayor and City Council
FROM: Donna Murphy, Deputy City Clerk
SUBJECT: RENEWAL APPLICATION ON A RETAIL LIQUOR STORE LICENSE FOR SEVEN EIGHTEEN CORTEZ, INC., DBA LIQUID ASSETS, LOCATED AT 718 EAST MAIN STREET, CORTEZ

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on July 1, 2024. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of renewal Retail Liquor Store License for Seven Eighteen Cortez, Inc., DBA Liquid Assets, located at 718 East Main Street, Cortez.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: DONNA MURPHY, DEPUTY CITY CLERK

Date: 07/01/2024

RE: Approval of a renewal application for a Hotel and Restaurant Liquor License for La Casita de Cortez, LLC., DBA La Casita de Cortez, located at 332 East Main Street, Cortez.

Attachments

Renewal- La Casita



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Hotel and

7/1/2024

MEMO TO: Honorable Mayor and City Council

FROM: Donna Murphy, Deputy City Clerk

SUBJECT: RENEWAL APPLICATION ON A HOTEL AND RESTAURANT LIQUOR LICENSE FOR LA CASITA DE CORTEZ, LLC, DBA LA CASITA DE CORTEZ, LOCATED AT 332 EAST MAIN STREET, CORTEZ.

BACKGROUND

The renewal application referred to above was filed in the City Clerk's office on July 1, 2024. The application appears to be complete and all fees were paid.

ISSUES

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

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

The sales tax account is current.

RECOMMENDATION

Staff recommends approval of a Hotel and Restaurant Liquor License for La Casita de Cortez, Located at 332 East Main Street, Cortez.



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: 7/09/2024
RE: Resolution No. 10, Series 2024

DISCUSSION

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 City Council necessary to consider in the interest of promoting the public health, safety, order, convenience, prosperity and general welfare.

BACKGROUND

Terry Tevault (the "Applicant"), on behalf of The Vault Property LLC (the "Owner"), is proposing a site plan to construct an addition to the existing structure located at 1240 Lebanon Rd. The proposal will double the size of the existing Body by Design building. The lot is 3.15 acres and currently houses the existing Body by Design fitness center with associated parking and other improvements. The property is zoned Industrial (I). See included Staff Report.

FISCAL IMPACT

Not studied.

RECOMMENDATION

Staff recommends that Council approve Resolution No. 10, Series 2024, a resolution approving the site development plan for an addition to the existing building on property located at 1240 Lebanon Road, Cortez, Colorado, in the Industrial (I) zone, with four conditions stated in the resolution.

MOTION

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

I move that City Council approve Resolution No. 10, Series 2024, a resolution approving the site development plan for an addition to the existing building on property located at 1240 Lebanon Rd, Cortez, Colorado, in the Industrial (I) zone, with the four conditions stated in the resolution.

Attachments

Staff Report
Resolution No. 10, Series 2024
Planning & Zoning Resolution No. 4, Series 2024
Drainage report
Documentation



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

Meeting Date: July 9, 2024
Project No. PL- LU24-0005

MEMO

TO: Members of the Cortez City Council

FROM: Nancy Dossdall, Contract City Planner

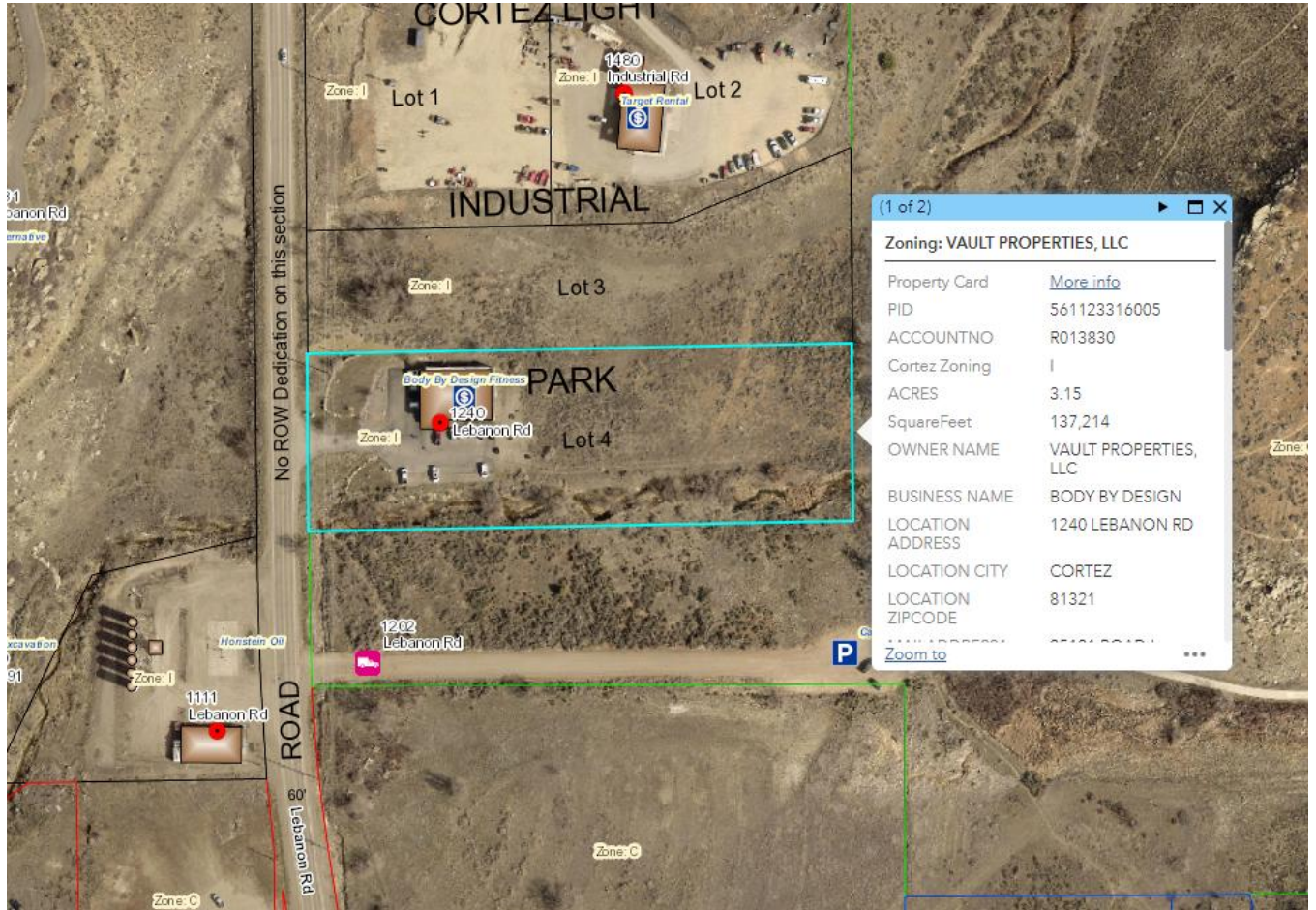
SUBJECT: Public Hearing on an Application for a site plan for a 4,993 sq. ft. addition to the existing 4,993 sq. ft. private gym (Body by Design) located on property at 1240 Lebanon Rd., Cortez, CO (the “Property”), zoned Industrial (I).

APPLICANT: Terry Tevault
OWNER: The Vault Property LLC
ATTACHMENTS: City Council Resolution No. 10, Series2024
P&Z Resolution No. 4, Series 2024
Plan Set

BACKGROUND

Terry Tevault (the “Applicant”), on behalf of The Vault Property LLC (the “Owner”), is proposing a site plan to construct an addition to the existing structure located at 1240 Lebanon Rd. The proposal will double the size of the existing Body by Design building. The lot is 3.15 acres and currently houses the existing Body by Design fitness center with associated parking and other improvements. The Property is zoned Industrial (I).

The Property is located in the Industrial Park and bounded on two sides by the Carpenter Natural Area and two sides by Industrial zoned properties. The property to the north is zoned Industrial and vacant. The property to the west is zoned Industrial, it is owned by the City of Cortez, and it includes the rifle and pistol club.



Site Location

DEVELOPMENT STANDARDS

Development Standard	I Zone Requirement	Proposed
Min. lot area (sq. ft.)	10,000	137,214 sq. ft. (3.15 acres)
Min. front yard (ft.)	15'	167'
Min. side yard (ft)	7'	20'
Min. rear yard (ft)	7'	300' +
Max. lot coverage	50%	7.2%
Min. floor area	n/a	n/a
Max height (ft)	35'	
Parking	33spaces	40 spaces
Landscaping	10% or 13,722 sq. ft.	11,300 landscaped and 75,120 in natural land cover for a total of 62%

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.

Drainage:

The site rises steeply from Lebanon Rd. and significant paved area is proposed. The applicants will need to address drainage to the satisfaction of the City.

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)

Body By Design: Flood plain borders the south side of the buildings, however since F.F. elevation for the expansion is that same as the original building this should not be an issue. 1240 Lebanon Road address should cover both buildings unless the spaces are separated by a partition, then unit numbers will need to be assigned.

Cortez Sanitation District (Jim Webb)

The Sanitation District has no issues with this proposal

City Engineer (Kevin Kissler)

- Include site plan showing drainage flow pattern and total runoff volume calculations from Colorado licensed professional engineer for 100 year intensity 24 hour duration storm event per Cortez municipal code. A retention structure will be required if total displaced volume equals or exceeds 0.1 acre foot.
- Show boundaries of AE flood plain on drainage plan. Applicant to demonstrate that total improvements will result in less than 0.5' rise of 100 year flood elevation. If rise is 0.5' or greater, a flood plain development permit application must be completed



Floodplain

City Engineer – additional comments dated 6/25/24 on revised drainage plan

Thank you for sending me the updated drainage report from Stoner Engineering for Body by Design. I performed a preliminary review and see a few issues:

1. The drainage report does not include a site plan showing drainage patterns and directions
2. The sheet included does not show the AE flood plain that is in that area
3. No flood plain development permit or 'no rise' certification is included
4. The storage volume calculation was performed incorrectly and suggests that retention is not required, when in fact it should be when the calculation is carried out correctly.
 - a. Specifically, detention volume is not calculated by the product of time of concentration and peak flow, in this case that only represents an 11 minute storm duration and not the 24 hour storm duration that is specified in Cortez municipal code.
5. The data referenced does not show an intensity value for the 24 hour storm event, this is the data from the 2009 CDS and it probably should, however the responsibility is usually on the developer in that case to either find that data or ask the City to provide it.

ALTERNATIVES

1. The Council can approve the application for the site development plan for the proposed addition on property located at 1240 Lebanon Rd., Cortez, Colorado, in the Industrial (I) zone; or
2. The Council can deny the application for the site development plan and state its reasons; or
3. The Council can ask for more information and continue the application to a date certain; or
4. The Council can 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 Commission recommended Alternative “4” above, approval of the application for the site development plan through P&Z Resolution No. 4, Series 2024, with the following 5 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. Prior to issuance of a Certificate of Occupancy the applicant’s engineer shall certify that all improvements were constructed in conformance with the approved plans.
4. 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.

5. Improvements shall be installed prior to issuances of a Certificate of Occupancy. 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.

STAFF RECOMMENDATION

If the City Council so chooses to follow the recommendation of Staff, a possible motion the Council could make is as follows:

I make a motion that the Cortez City Council approve Resolution No. 10, Series 2024, a resolution approving the site development plan for an addition to the existing building on property located at 1240 Lebanon Rd, Cortez, Colorado, in the Industrial (I) zone, with the conditions stated in the Resolution.

**CITY OF CORTEZ
RESOLUTION NO. 10, SERIES 2024**

**A RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR AN ADDITION
TO AN EXISTING COMMERCIAL BUILDING LOCATED AT 1240 INDUSTRIAL RD.,
CORTEZ, COLORADO IN THE INDUSTRIAL (I) ZONING DISTRICT**

WHEREAS, Terry Tevault (the “Applicant”), on behalf of the owner The Vault Property LLC (the “Owner”) has applied for review of a site development plan for an addition to the existing fitness building to be located on property at 1240 Industrial Rd., Cortez, Colorado (the “Property”) and more particularly described as:

Lot 4 of the Cortez Light Industrial Park per Reception No. 652875

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 Industrial (I) Zoning District; and

WHEREAS, the Planning and Zoning Commission received evidence and testimony, reviewed the site plan for an addition to the existing building on the Property at its June 4, 2024 meeting, and is recommending approval of the site plan with conditions, as evidenced in the adoption of P&Z Resolution No. 4, Series 2024; 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. 10, Series 2024, 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. Prior to issuance of a Certificate of Occupancy the applicant's engineer shall certify that all improvements were constructed in conformance with the approved plans.
4. Improvements shall be installed prior to issuance of a Certificate of Occupancy. 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.

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

MOVED, SECONDED, AND ADOPTED THIS 9th DAY OF JULY, 2024

Rachel B. Medina, Mayor

ATTEST:

Linda L. Smith, City Clerk

CITY OF CORTEZ

**PLANNING AND ZONING COMMISSION
RESOLUTION NO. 4, SERIES 2024**

**A Resolution Recommending Approval of a Site Development Plan for an addition
Located at 1240 Lebanon Rd., Cortez, Colorado, in the Industrial (I) Zoning District**

WHEREAS, the owner/applicant The Vault Property LLC (the “Owner/applicant”) has applied for review of a site development plan for an addition to the existing fitness building to be located on property at 1240 Lebanon Rd., Cortez, Colorado (the “Property”) and more particularly described as:

Lot 4 of the Cortez Light Industrial Park per Reception No. 652875

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 Industrial (I) 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. 4, Series 2024; and

WHEREAS, based on the evidence and testimony presented at its June 4, 2024 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 CITY OF CORTEZ PLANNING AND ZONING COMMISSION:

THAT, this P&Z Resolution No. 4, Series 2024, 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. Prior to issuance of a Certificate of Occupancy the applicant's engineer shall certify that all improvements were constructed in conformance with the approved plans.
4. 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.
5. 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.

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

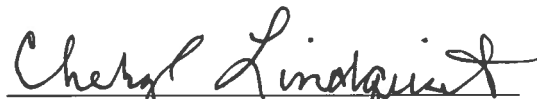
MOVED, SECONDED, AND ADOPTED THIS 4th DAY OF JUNE, 2024

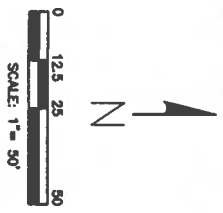
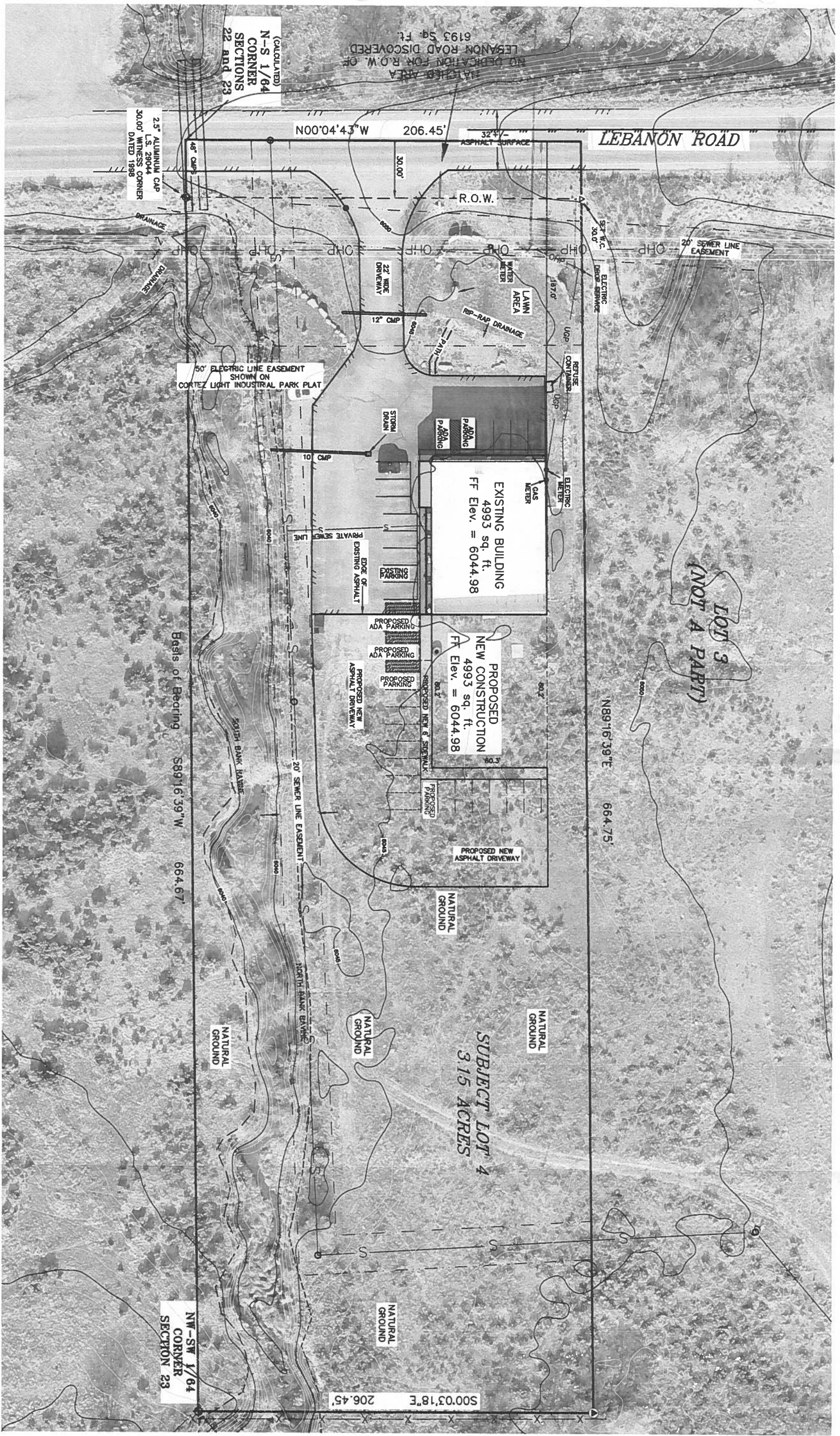
CORTEZ PLANNING AND ZONING COMMISSION



Robert Rime, Chairman

ATTEST:


Cheryl Lindquist, Deputy City Clerk



DATE: JUNE 2004
 DESIGNED BY: BJD
 CHECKED BY: BJD

BODY BY DESIGN
1240 LEBANON ROAD, CORTEZ, COLORADO
DRAINAGE MAP
 Montezuma County, Colorado

REVISIONS		
NO.	DESCRIPTION	DATE

STONER ENGINEERING
 Engineering, Testing and Surveying

P.O. BOX 1163 - CORTEZ, CO 81321 - PHONE: 970/868-6845

Drainage Report

For

VAULT PROPERTIES, LLC

For Property:

**BODY BY DESIGN
1240 Lebanon Road
Cortez, Colorado 81321**

Prepared By



Stoner Engineering & Surveying

Engineering, Testing & Surveying

PO Box 1163
Cortez, Colorado 81321

June 21, 2024



TABLE OF CONTENTS

PAGE

Introduction.	3
Off-Site Flows.	4
On-Site Flows.	4
Erosion Control.	6
SUMMARY.	7

APPENDICES

PAGES

Appendix A –City of Cortez Storm Event.	1
Appendix B – Existing & Developed Site Conditions.	1
Appendix C – Rational Method Calculations	2
Appendix D – NCRS Hydrological Soil Group	4
Appendix E –NCRS Erosion Potential (K Factor).	3

INTRODUCTION:

This drainage study has been conducted to determine the effects of the proposed site improvements located at 1240 Lebanon Road, Cortez, Colorado. The proposed development will consist of expanding the existing commercial structure (gym) and the parking lot. The owner, Vault Properties LLC, is planning on expanding the existing building and parking spaces in the proposed expansion. The subject property lies along the east side of Lebanon Road approximately one-quarter mile north of Highway 491.

The existing lot begins at the base of the hillside which runs along the south side of the Cortez Industrial Park. The site consists generally of sparse grasses and shrubs with some trees on in the northwest corner of the lot. The topography is mild and generally slopes from north to south. There is a drainage which runs along both the south and east property boundaries. This drainage carries water from the pond located Greer Natural Area. The drainage along the southern boundary also carries water from the Carpenter Natural Area. The runoff for the site historically flows across the property to the south and into the drainage. The runoff continues generally south and west in the drainage until it is routed into Hartman Draw on the west side of Highway 491.

The following report is based upon the developed conditions as depicted in the following report and the accompanying appendices. In the event that the proposed development changes significantly from the conditions included within this report, the report may need to be re-evaluated to ensure that neither the site nor the downstream properties are negatively impacted.

It is hereby noted that no soil testing, laboratory or otherwise, has been conducted in the development of this drainage report. All descriptions or information regarding the onsite soils is based upon a visual inspection of the soils or from NCRS data available online. A soils investigation is recommended in order verify the actual site conditions and to establish and/or to identify the various geotechnical issues related to the design of significant structural members or pavement sections.

OFFSITE FLOWS:

The existing property is located at the base of a hill and as such is subject to runoff from a couple of lots located above (north) the referenced property. There are two drainages which run generally along the existing boundaries (east and south) of the property. The drainage is a smaller, natural channel which captures runoff from both the Greer Memorial and Carpenter Natural Areas located above the subject property. The surface runoff from the upstream properties is generally routed around the west side of the existing building with the use of small, riprapped drainage channel and routed under the existing driveway through a 12-inch diameter culvert. East of the existing building, offsite flows drain to the south across the property. The runoff then discharges into the southern drainage near the southwest corner of the lot.

ONSITE FLOWS:

The existing property is located just north of the existing drainage channel and historically, runoff flows to the south where it is collected within the drainage.

The historical flow rate is based upon rainfall data taken from Figure 5.1 in the City of Cortez Intensity-Duration-Frequency Curves, from the *2009 City of Cortez, Construction Design Standards and Specifications (see Appendix A)*. Data for the 10-year and 100-year storm events were analyzed. The Rational Method was used as required for small areas (less than 200 acres) in accordance with the guidelines set forth in the Urban Drainage Manual to determine the quantity of storm water runoff due to the limited size of the project area.

The existing and proposed property conditions are shown in Appendix B. The property was evaluated for both the historic and developed conditions for the 10-year and 100-year storm events (see Appendix C). The historical runoff coefficient for the property (current condition) was determined to be $C=0.53$. The developed runoff coefficient was calculated to be $C=0.59$. The change in the historical versus developed runoff rates were calculated to be $Q_{10} = 0.5$ [cfs] and $Q_{100} = 0.8$ [cfs] respectively. The overall imperviousness for the development will be 28% based upon the property area. These figures include the proposed construction of the building expansion as well as driveway/parking/sidewalk improvements within the property (see Appendix B). The NCRS Hydrological Soil Group Type is C (see Appendix D).

The existing structure will be expanded a total of 4,993 [sf] to the east. Additional parking spaces (appx. 11,900 [sf]) will be provided along the east and south sides of the proposed building expansion. The current drainage patterns will be maintained with runoff flowing from north to

south. Some additional ditching may be necessary north of the proposed building expansion to successfully route upstream runoff around the building.

Storm water may be retained or detained on a site to account for the increased runoff due to development. Flows are required to be discharged from the site at or below the historical flow rate of the property pre-development. Typically, projects which fall below a certain threshold are not required to store runoff onsite. In Cortez, properties less than one acre in size and those where the total increase in the overall runoff volume is less than 0.1 [acre-ft] (4,356 [ft³]) are not required to provide on-site storage or detention. The storage volume required calculated for the subject property for the 10-year, 24-hour storm event for the developed condition was calculated to be approximately 322 [ft³] (see Appendix C). This determination is based upon the site characteristics, the time of concentration and the NCRS Hydrological soil group Type C (see Appendix D) for the proposed development pertaining to overall imperviousness.

Vegetative practices and landscaping can be utilized as a means of controlling and/or minimizing runoff. Grading around the new structures should direct runoff from the structure to the south towards the existing drainage (historical route). This can be accomplished with topographic features (i.e. berming) and the use of swales and/or ditches.

EROSION CONTROL:

The onsite soil has a medium or moderate K Factor rating ($K = 0.37$, on a scale of 0.02 to 0.69) for sheet and rill erosion due to water based upon the NCRS soil classification (Appendix E). This value is based primarily upon the percentage of silt, sand and clay which make up the soil.

Erosion control measures should be implemented prior to beginning construction operations on the site. Erosion control measures should be checked a minimum of once a week or after each storm event, whichever duration is more frequent. Temporary erosion control measures erected during construction shall be left in place and maintained until such time as permanent measures are installed and/or any re-vegetation efforts have been sufficiently established.

Silt fence should be installed on the downstream sides of all construction operations.

Berming/channeling may be utilized along the north and east sides of the property if necessary to prevent surface runoff from flowing directly into the site; rock, seeding and/or sod may also be utilized to protect from erosion.

Erosion control logs shall be placed in channel sections not improved with rack, seeding or sod. Erosion control logs should be installed to prevent runoff from scouring/eroding the existing channel/ditch section. Erosion control logs can be installed 50-75 [ft] apart for the existing slopes on the site. The erosion control logs will prevent sediment from being conveyed off-site in addition to reducing the capacity of the channel/ditch. Erosion control log should be trenched or staked into the ground to ensure runoff cannot bypass.

Seeding/sod shall be required to be placed on all disturbed or exposed surfaces within the construction site where other landscaping materials are not installed. Seeding on slopes can be facilitated with the use of erosion control blankets. Steeper slopes may require the use of erosion control blankets/mats where runoff is concentrated (i.e. downspouts) due to the actual grades of the finished slopes for this project. Seeding tends to establish much faster when erosion control blankets are utilized on steep slopes.

SUMMARY:

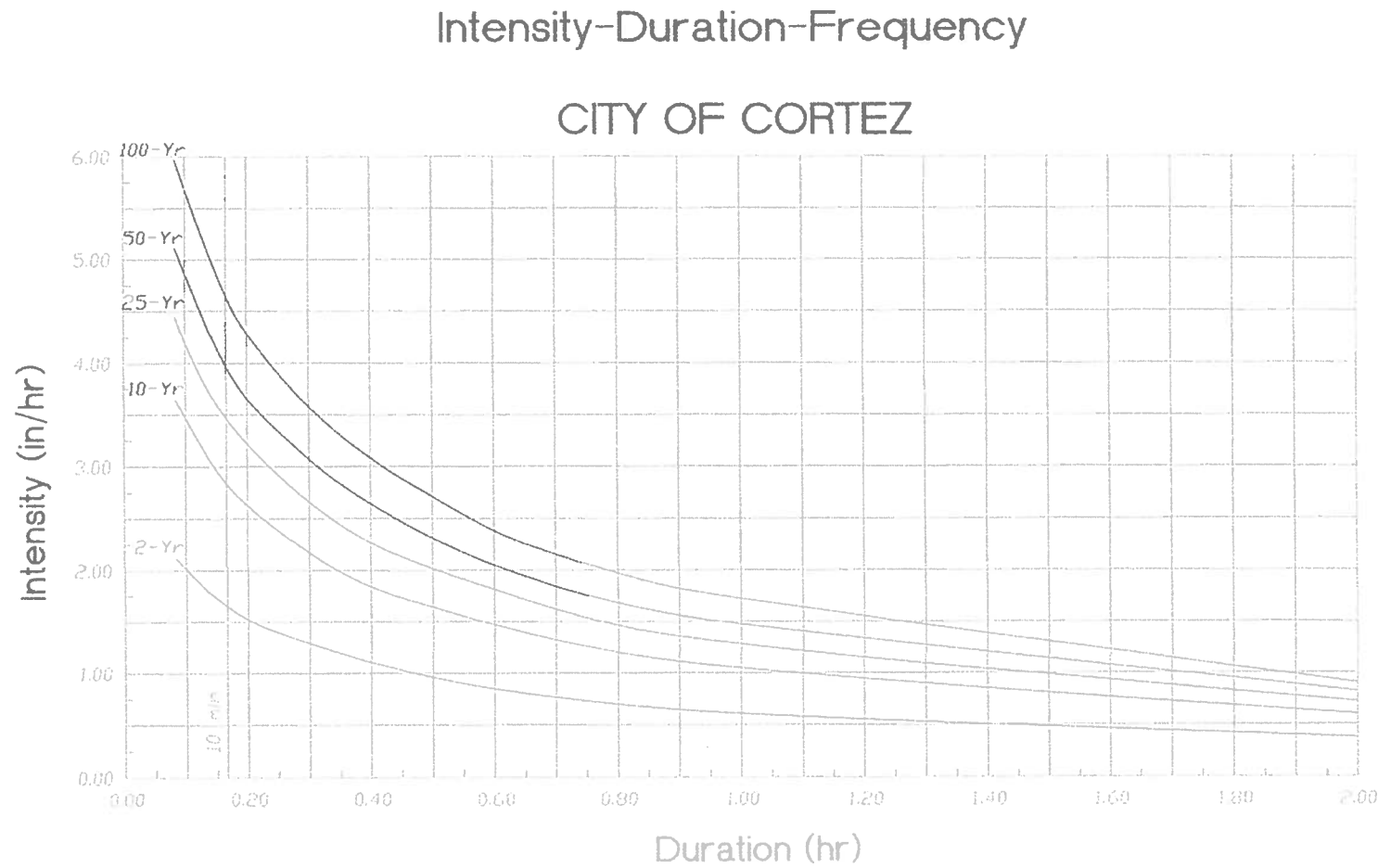
The historical routing of onsite runoff will not be changed as a result of the construction of the site improvements. The storm water runoff volume for the developed condition does not meet generally accepted criteria to require the installation of detention/retention facilities and landscaping measures can effectively minimize erosion. Acceptable landscaping measures include the use of landscaping rock installed over a weed barrier, planting an allowable native grass seed-mixture (requiring minimal watering) under erosion control blankets, installing sod, etc. The storm water runoff will continue to be routed via the historical routes which it is currently conveyed.

APPENDIX A

CITY OF CORTEZ STORM EVENTS

5.0 STORM WATER MANAGEMENT

FIGURE 5.1 CITY OF CORTEZ INTENSITY-DURATION-FREQUENCY CURVES



APPENDIX B

EXISTING & DEVELOPED SITE CONDITIONS

APPENDIX C

RATIONAL METHOD CALCULATIONS

Stoner Engineering and Surveying

Drainage Calculations

Total Project Area : 3.15 [Acres]

Historic Runoff Coefficient (C-Value): C= 0.53

Developed Area:	Total Area	Runoff Coefficient (C-Value)
Buildings-	0.23 Acres	0.95
Pavement-	0.655 Acres	0.95
Landscaped-	2.265 Acres	0.45

Drainage Area:	Sub-Area Description	Flow Sub-Areas	Area [Ac]	CN
	A	N/A	3.15	0.59

Developed Runoff Coefficient: 0.59

Developed Percent Impervious: 28%

NCRS Hydrological Soil Group Type: C NCRS Map CO671, Soil Type #98

Time of Concentration: $t_c = t_i + t_t$ EQ RO-2 Urban Drainage Manual (UDM)

Where: $t_i = \frac{0.395(1.1 - C_s)(L^{1/2})}{S_o^{0.33}}$ EQ RO-3 UDM 13.4 [min]

$t_{i(max)} = (L/180) + 10$ EQ RO-5 UDM 10.9 [min]

$t_t = \frac{L}{60V}$ 0.4 [min]

$V = C_v S_w^{0.5}$ EQ RO-4 UDM 1.41 [ft/s]

$t_c = 11.3$ [min]

Storm Event	Intensity [in/hr]
10-Year	2.5
100-Year	4.1

Stoner Engineering and Surveying

Drainage Calculations

Rational Method:

$$Q = ciA \quad \text{EQ RO-1 UDM}$$

Flow	Existing Condition	Developed Condition	Change	
$Q_{10} =$	4.17	4.65	0.48	[ft ³ /s]
$Q_{100} =$	6.84	7.63	0.78	[ft ³ /s]

Storage Volume Required:	322	[ft ³]	10-Year Event
	528	[ft ³]	100-Year Event

Basin Characteristics

Sheet Flow -

Length	135	(500' max non-urban use, 300' max urban use)
Slope	0.02	average [ft/ft]

Shallow Concentrated Flow -

Length	30	[ft]
Slope	0.005	average [ft/ft]

Total Waterway Length-

Length	165	[ft]
--------	-----	------

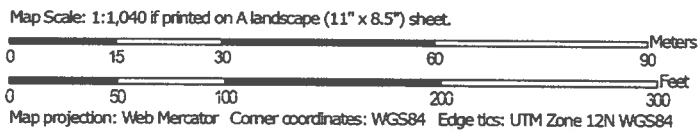
APPENDIX D

NCRS HYDROLOGICAL SOIL GROUP

































Hydrologic Soil Group—Cortez Area, Colorado. Parts of Dolores and Montezuma Counties
(Body By Design - Expansion Project)



Soil Map may not be valid at this scale.



MAP LEGEND

- Area of Interest (AOI)**
 Area of Interest (AOI)
- Soils**
- Soil Rating Polygons**
-  A
 -  A/D
 -  B
 -  B/D
 -  C
 -  C/D
 -  D
 -  Not rated or not available
- Soil Rating Lines**
-  A
 -  A/D
 -  B
 -  B/D
 -  C
 -  C/D
 -  D
 -  Not rated or not available
- Soil Rating Points**
-  A
 -  A/D
 -  B
 -  B/D
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads
- Background**
-  Aerial Photography
- C**
 C
- C/D**
 C/D
- D**
 D
- Not rated or not available**
 Not rated or not available

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cortez Area, Colorado, Parts of Dolores and Montezuma Counties
 Survey Area Data: Version 16, Aug 22, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 23, 2021—Sep 10, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
98	Ramper loam, 0 to 3 percent slopes	C	3.4	82.2%
109	Romberg-Crosscan complex, 6 to 25 percent slopes, very stony	D	0.7	17.8%
Totals for Area of Interest			4.1	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

You created this PDF from an application that is not licensed to print to novaPDF printer (<http://www.novapdf.com>)

Rating Options

Aggregation Method: Dominant Condition

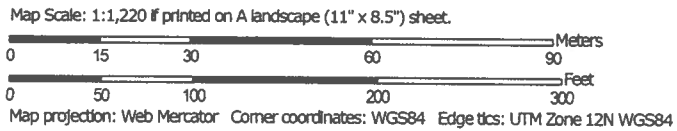
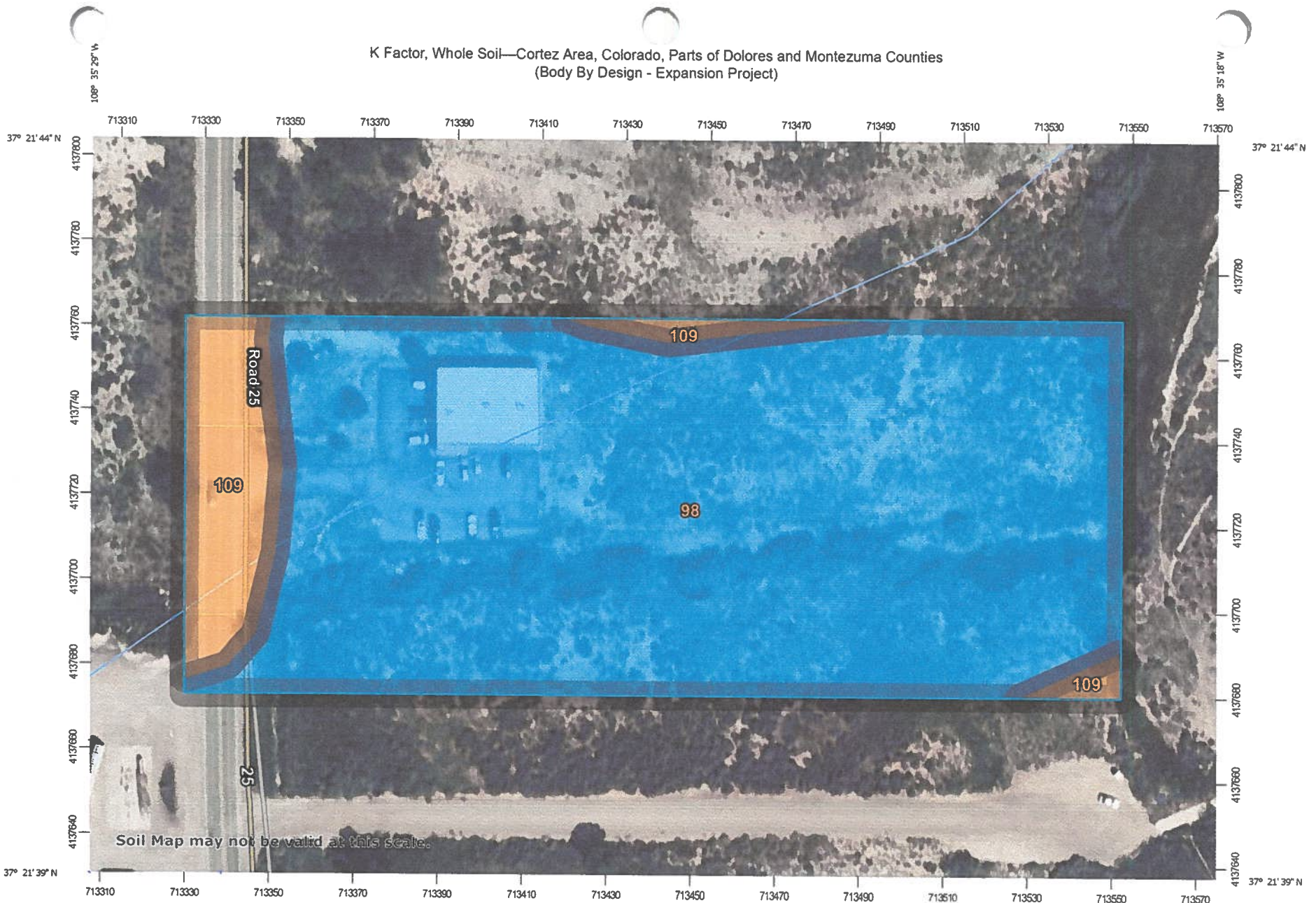
Component Percent Cutoff: None Specified

Tie-break Rule: Higher

APPENDIX E

NCRS EROSION POTENTIAL (K VALUE)

K Factor, Whole Soil—Cortez Area, Colorado, Parts of Dolores and Montezuma Counties
(Body By Design - Expansion Project)


















MAP LEGEND

Area of Interest (AOI)






 Area of Interest (AOI)








Soils

Soil Rating Polygons

-  .02
-  .05
-  .10
-  .15
-  .17
-  .20
-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

Soil Rating Lines








-  .02
-  .05
-  .10
-  .15
-  .17
-  .20

-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

Soil Rating Points

-  .02
-  .05
-  .10
-  .15
-  .17
-  .20
-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

Water Features

-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cortez Area, Colorado, Parts of Dolores and Montezuma Counties
Survey Area Data: Version 16, Aug 22, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 23, 2021—Sep 10, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

K Factor, Whole Soil

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
98	Ramper loam, 0 to 3 percent slopes	.37	4.4	89.7%
109	Romberg-Crosscan complex, 6 to 25 percent slopes, very stony	.10	0.5	10.3%
Totals for Area of Interest			4.9	100.0%

Description

Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and saturated hydraulic conductivity (Ksat). Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

"Erosion factor Kw (whole soil)" indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Factor K does not apply to organic horizons and is not reported for those layers.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Layer Options (Horizon Aggregation Method): Surface Layer (Not applicable)

SITE PLANS
(Land Use Code Section 6.14)

Contractor's Name: _____ Phone/Email: ttevault121@gmail.com
Owner's Name: Terry R Tevault Phone/Email: 970 560 0908
Address: 1240 Lebanon Rd Cortez Co Zone District: _____
Legal Description (Lot & Block): _____
Existing Use: Commercial Proposed Use: _____
Lot Dimensions: _____ Proposed GFA(Gross Floor Area): 4800'

Application Requirements

- 3 copies of site plan drawn to scale, titled "Preliminary Site Plan"
- Scale and north point indicated
- Name of street on drawing Lebanon
- Fees \$500.00
- 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

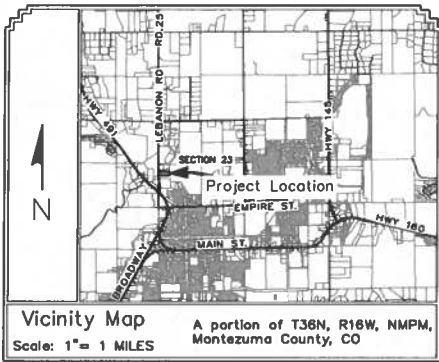
_____ Site plan submittal, narrative, fees, and application form
_____ PN in paper 15 days prior to **P&Z** meeting on _____

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



SITE SURVEY

LOT 4 of the CORTEZ LIGHT INDUSTRIAL PARK

Per Reception No. 652875

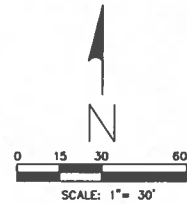
VAULT PROPERTIES, LLC

LOCATED IN THE NW/4NW/4SW/4 SECTION 23,
TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN,
MONTEZUMA COUNTY, CITY OF CORTEZ, COLORADO

PLAT NOTES

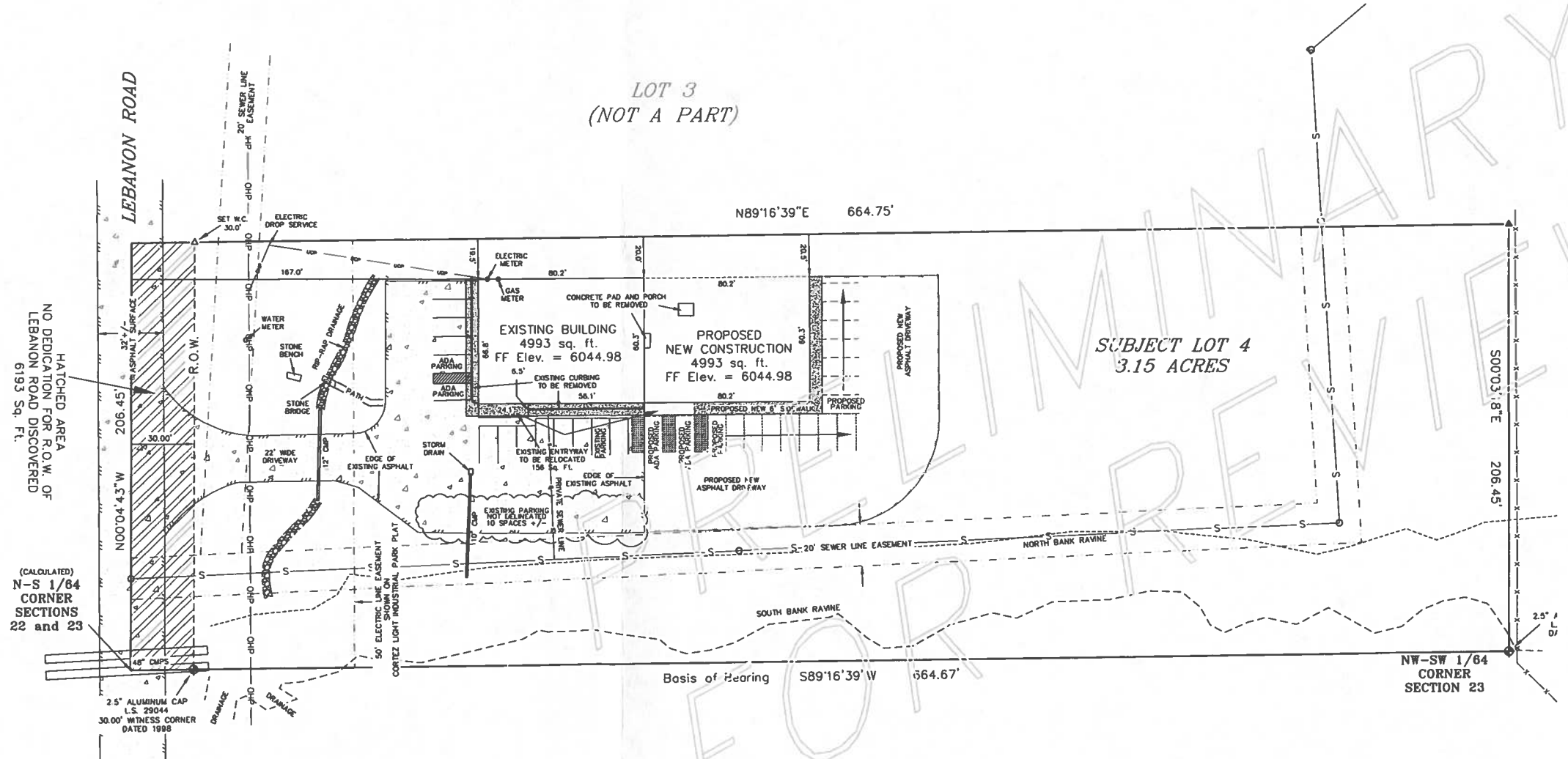
- 1) According to the laws of the State of Colorado, any legal action based on any defect in this survey must commence within three (3) years after such defect was first discovered. In no event may any legal action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.
- 2) Existing fence lines may have been accepted as boundary lines by previous owners. Adjainers should be consulted before relocating fences.
- 3) Elevations per NAVD88 Datum.

LEGEND	
	SET A #4 REBAR 18" IN LENGTH WITH A 1.5" ALLUMINIUM CAP STAMPED W.C. (WITNESS CORNER)
	POSITION FOR ALIQUOT MONUMENT AS DESCRIBED HEREON
	FOUND A 1.5" ALUMINIUM CAP L.S. 29044
	FENCE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC



The bearings on this plot are referenced by the South line of the NW/4NW/4SW/4 of Section 23, T.36N., R.16W., N.M.P.M. The West end of said line being calculated from a 2.5" aluminum cap L.S. 29044 dated 1998 as a witness corner 30.0 feet Easterly of the true position and the East end of said line being a 2.5" aluminum cap L.S. 29044 dated 1998.

Bearings are based on GPS observations.
WGS84S (geodetic) Reference Bearing = S89°16'39"W (664.67')
Unit of Measurement = US SURVEY FOOT



SURVEYOR'S CERTIFICATION
KNOW ALL MEN BY THESE PRESENTS:
That I, William Brian McLaughlin do hereby certify that I (or under my direct supervision) prepared this plat from field notes and an actual and accurate survey of the land in question and that the same is true and correct to the best of my knowledge and belief. This plat is in accordance with applicable standards of Professional Land Survey Practice in the State of Colorado. This statement is not a guaranty nor a warranty, neither expressed nor implied.

WILLIAM BRIAN MCLAUGHLIN COLORADO PROFESSIONAL LAND SURVEYOR 38411
DATE _____

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF MONTEZUMA COUNTY, COLORADO AT _____ (A.M. / P.M.) ON THE _____ DAY OF _____, 20____ AND DULY FILED IN BOOK _____ AT PAGE _____ UNDER RECEPTION NUMBER _____
MONTEZUMA CLERK AND RECORDER

CITY COUNCIL ACCEPTANCE STATEMENT
This plat and the statements hereon approved by the City Council of the City of Cortez, Colorado, on this _____ day of _____, 20____ for the aforementioned purpose.
City Council of the City of Cortez, Colorado
By: _____ Attest: _____
MAYOR CITY CLERK

<p>SURVEY STANDARD LLC 25 NORTH MADISON STREET, CORTEZ, COLORADO 81321 PHONE: 970564-2480 EMAIL: brian@4corners-survey.com</p>	<p style="text-align: center;">SITE SURVEY LOT 4 of the CORTEZ LIGHT INDUSTRIAL PARK Per Reception No. 652875 VAULT PROPERTIES, LLC</p>		<p>SHEET 1 OF 1</p>
	<p style="text-align: center; font-size: small;">LOCATED IN THE NW/4NW/4SW/4 SECTION 23, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN, MONTEZUMA COUNTY, CITY OF CORTEZ, COLORADO</p>		
<p>FILE: 5524-04-C7208</p>	<p>DIRECTED BY: TERRY TEVAULT SR.</p>	<p>PREPARED BY DATE: BRIAN 04-18-2024 REV: 07/23/2024</p>	

WARRANTY DEED

THIS DEED, Made this 27TH Day of September, 2023

Between **LINDSAY FRESQUEZ d/b/a BODY BY DESIGN**

of the County of Montezuma and State of Colorado, grantor

and **THE VAULT PROPERTY LLC, A COLORADO LIMITED LIABILITY COMPANY**

whose legal address is 25121 ROAD L
Cortez, CO 81321

of the County of Montezuma and State of Colorado, grantee

State Documentary Fee

Date: 9/28/2023

\$ 50.00

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:

Lot 4, CORTEZ LIGHT INDUSTRIAL PARK, according to the plat thereof filed for record April 28, 1998 in Book 13 at Page 118.

As known by street and number as: 1240 Lebanon Rd
Cortez, CO 81321


TOGETHER with all and singular the hereditaments and appurtenances thereto 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, itself, its successors, does covenant, grant, bargain, and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so ever, except: 2023 taxes due and payable in the year 2024. Subject to Statutory Exceptions as defined in CRS § 38-30-113(5).

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. 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.

LINDSAY FRESQUEZ d/b/a BODY BY DESIGN



LINDSAY FRESQUEZ d/b/a BODY BY DESIGN

To Whom it May Concern:

Body By Design is looking to expand the current building size to accommodate the space for current members and any new members looking to join and improve their health.

We are also wanting to provide various additional services and we currently don't have the space/rooms to do so. We currently offer the fitness center along with tanning and the sales of supplements. Some services we are wanting to provide are listed below:

Room 1 - Cold plunge/sauna

Room 2 - Group Class Area

Additionally in the new space we plan to add new equipment as we have quickly outgrown the space we do have for the current members coming in on a daily basis. We also want to provide a protein smoothie bar and have a designated area for this service as well.

This additional space would allow us to provide the community with new amazing services that would benefit them on their health and fitness journey.

We currently offer group classes but the area is not ideal long term and this additional space would allow us to have a designated room to hold these group classes which is huge for people who are uncomfortable working out in front of others and are coming for the first time.

Thank You

Body By Design Management



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

THE VAULT PROPERTY LLC,
A COLORADO LIMITED LIABILITY COMPANY
25121 ROAD L
CORTEZ, CO 81321

Re: Order No. MO22302720

Dear Terry and Chantilly,


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


Policy Department 11/28/23

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).



WESTCOR
LAND TITLE INSURANCE COMPANY

POLICY NO.
OP-6-CO1026-15513980

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 * MO22302720
Colorado Title & Closing Services, LLC
970 Main Avenue
Durango, CO 81301

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
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.: **MO22302720**
Policy No.: **OP-6-CO1026-15513980**

Date of Policy: **September 28, 2023 at 2:53PM**
Amount of Insurance: **\$500,000.00**
Premium: **\$1,638.00**

1. Name of Insured:

THE VAULT PROPERTY LLC, A COLORADO LIMITED LIABILITY COMPANY

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:

THE VAULT PROPERTY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Lot 4, CORTEZ LIGHT INDUSTRIAL PARK, according to the plat thereof filed for record April 28, 1998 in Book 13 at Page 118.

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 2022 are paid. Real Estate Taxes for the year 2023 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 Cortez Land & Securities Co. to Empire Electric Association, Inc., recorded September 25, 1947 in Book 131 at Page 25.
8. An undivided 1/2 interest in and to all oil, gas and other minerals as reserved by Earl Mitchell and Luella Mitchell in Deed to L. E. Cash, recorded July 30, 1954 in Book 193 at Page 236, and any and all assignments thereof or interests therein and any easements or right of entry with respect thereto.
9. All oil, gas and other minerals as excepted by Geraldine Cash Sanchez aka Geraldine Sanchez in Deed to Victor O. Hodges, Jr. and Richard J. Tibbits, recorded July 15, 1977 in Book 480 at Page 492, and any and all assignments thereof or interests therein and any easements or right of entry with respect thereto.
10. Easements as described in instruments from Mountain Gravel & Construction Co. to the Cortez Sanitation District, recorded January 2, 1979 in Book 497 at Pages 597 and 598.
11. All easements, plat notes and notices, building setbacks, restrictions and general dedications pertaining to subject property as set forth on the plat of Cortez Light Industrial Park filed for record April 28, 1998 in Book 13 at Page 118, and any appurtenances thereto.
12. 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.

Order No. MO22302720

Policy No. OP-6-CO1026-15513980

Page 3 of 3

13. Deed of Trust from The Vault Property, A Colorado Limited Liability Company, Terry R. Tevault, Chantilly Marquez aka Chantilly Smith and Steven Anthony Marquez to the Public Trustee of the County of Montezuma, for the use of The Dolores State Bank, to secure \$504,462.00, dated September 28, 2023, recorded September 28, 2023 as Reception No. 652877. Said Deed of Trust contains a Due on Sale Clause. (subject property and other)



Lebanon Rd

1480 Industrial Rd

Target Rental

Body By Design Fitness

1240 Lebanon Rd

60'

Honstein Oil

1202 Lebanon Rd

Carpenter Natural Area - West Entrance

P

1111 Lebanon Rd

Lebanon Rd

DEPARTMENT OF PLANNING & BUILDING
123 ROGER SMITH AVE., CORTEZ, CO 81321
PH. 970-565-3402 FAX 970-565-8172
24 HR. INSPECTION LINE: 970-564-4071



City of Cortez
BUILDING PERMIT APPLICATION

Application/ Permit Number: _____

Date Application Received: 4/24/24 Received By: CO

(Do Not Write Above This Line; Office Use Only)

Note:

All applications must be accompanied by 2 sets of construction documents. Commercial projects require 3 sets. All submittals except for re-roofs, repairs, or siding must include a site plan.

Owner's Name: Terry R Tevauck Phone: 970 560 0908

Owner's Mailing Address: 25121 Rd L Cortez Co 81321

Contractor's Name: _____ Phone: _____

Project Address or Lot & Block Number: 1240 Lebanon Rd Cortez Co 81321

Class of Work: (circle one)

Manufactured Home New Residential New Commercial Residential Remodel
Commercial Remodel Commercial Addition Residential Addition Accessory Structure
Fence Deck Re-roof Change of Occupancy Other _____

Total Sq. Ft.: 4800

Declared Construction Value: _____ (For other than new construction)

I hereby certify that I am the owner or the owner's duly authorized agent and that I have read this application, and that all information is correct. I also understand that if plumbing work is to be performed that I am required by CRS 12-58-113 to employ the services of a licensed plumber if the property or residence is intended for resale, rental or is a commercial structure.

Signature: Terry R Tevauck Date: 4/23/24

Please print name: Terry R Tevauck

*****DISCLAIMER: This permit does not cover non-city utilities including but not limited to sewer, electricity, gas, television, telephone, internet.**



DEPARTMENT OF PLANNING & BUILDING
123 ROGER SMITH AVE, CORTEZ, CO 81321
PH. 970-565-3402 FAX 970-565-8172
24 HR. INSPECTION LINE: 970-564-4071

City of Cortez
File Number: 16-001082

Site Plan Review
LU24-000005

Project Address: 1240 Lebanon Road

Legal Description: Subdivision: CORTEZ LIGHT INDUSTRIAL PARK Lot: 4 Quarter: SW/4 Section: 23 Township: 36 Range: 16 SUBDIVISION: CORTEZ LIGHT INDUSTRIAL PARK LOT: 4 3.15AC S: 23 T: 36 R: 16 B480 P492 B496 P858 R/470414

Owner:

Name: FRESQUEZ, LINDSAY D/B/A BODY BY DESIGN
Address: 1240 LEBANON RD
CORTEZ, CO 81321

Phone: 970-565-6300

Project Description: Commercial addition

Special Conditions: Note: This is a receipt only – The Site Plan is subject to approval by the City of Cortez

Fees:

Description	Total Cost
Site Plan Review Fee	500.00

Payments:

Date	Type	Reference	Receipt Received	From	Amount
04/24/2024	Credit		440	Terry Tevault	500.00

Total:	500.00
Total Paid:	500.00
Balance Due:	0.00

Receipt No: 30.002797

Apr 24, 2024

Terry Tevault

Building Permits - LU24-5	500.00
---------------------------	--------

Total:	500.00
--------	--------

Credit Cards	500.00
--------------	--------

Payor: Terry Tevault

Total Applied:	500.00
----------------	--------

Change Tendered:	.00
------------------	-----

04/24/2024 5:00 PM



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: 7/09/2024
RE: Resolution No. 12, Series 2024

DISCUSSION

The City Council shall, in its action on the preliminary plat, consider the physical arrangement of the subdivision, and determine the adequacy of street rights-of-way and alignment, and the compliance with the Cortez thoroughfare plan, the City street standards, the existing street pattern in the area, and compliance with all applicable provisions of the Comprehensive Plan.

BACKGROUND

The Applicant, Walter C. Reed, is proposing a three-lot minor subdivision/re-subdivision of two existing parcels of land located at 1082 and 1060 N Mildred Rd. (the "Parcels"). The Parcels are currently vacant and zoned residential manufactured home district (MH). The request is to subdivide the Parcels to create three separate, equally sized parcels. See staff report.

FISCAL IMPACT

Not studied.

RECOMMENDATION

Staff recommends that Council approve the Minor Subdivision for Minor Subdivision Plat for Amended Plat of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8 of the Cornetts Subdivision and state any conditions it determines 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 City Council approve Resolution No. 12, Series 2024, a resolution approving the Minor Subdivision Plat for Amended Plat of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8 of the Cornetts Subdivision located at 1082 at 1060 N. Mildred St, Cortez, Colorado, submitted by Walter C. Reed, with the condition stated in the Resolution.

Attachments

Staff Report
Resolution No. 12, Series 2024
Plat and Documents



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

Meeting Date: July 9, 2024
Project No. PL24-0001

MEMO

TO: Members of the Cortez City Council

FROM: Nancy Dossdall, Contract City Planner

SUBJECT: Application for a Minor Subdivision plat for a three-lot subdivision

APPLICANT: Walter C. Reed
OWNER: Walter C. Reed

ATTACHMENTS: Resolution No. 12, Series 2024
Plat, letter of application

BACKGROUND

The Applicant, Walter C. Reed, is proposing a three-lot minor subdivision/re-subdivision of two existing parcels of land located at 1082 and 1060 N Mildred Rd. (the “Parcels”). The Parcels are currently vacant and zoned residential manufactured home district (MH). The request is to subdivide the two parcels to create three separate, equally sized parcels.

The Parcels are bounded on the north, east and south by parcels also located within the MH zone and on the west by residential multi-family (R2) zoned land, just south of the hospital.

DEVELOPMENT STANDARDS

Development Standard	MH Zone Requirement	Proposed
Min. lot area (sq. ft.)	6,000 sq. ft.	Tract A: 7,071 sq. ft. Tract B: 7,074 sq. ft. Tract C: 7,076 sq. ft.
Min. front yard (ft.)	20'	
Min. side yard (ft)	7'	.
Min. rear yard (ft)	7'	
Max. lot coverage	50%	
Max. height	35'	

ISSUES

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

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

AGENCY REVIEW

GIS Coordinator (Doug Roth)

Due to N Mildred Rd being an arterial road and the proximity of driveway accesses to the busy intersection with Jackson St, would it be possible for the developer to utilize the 15ft alley to the east of the proposed lots as a shared driveway? This would reduce the amount of area encumbered by access easements on the lots themselves.

Empire Electric (Greg South)

No comment.

ALTERNATIVES

1. The Council can approve the Minor Subdivision Plat for Amended Plat of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8 of the Cornetts Subdivision, as submitted by Walter C. Reed; or
2. The Council can deny the application for the Minor Subdivision and state its reasons; or
3. The Council can ask for more information and continue the application to a date certain; or
4. The Council can approve the Minor Subdivision for Minor Subdivision Plat for Amended Plat of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8 of the Cornetts Subdivision and state any conditions it determines would be necessary to ensure compliance with the Land Use Code.

RECOMMENDATION

Staff recommends Alternative “4” above, approve Resolution No. 12, Series 2024, a resolution approving the Minor Subdivision for Minor Subdivision Plat for Amended Plat of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8 of the Cornetts Subdivision, with the conditions stated in the Resolution.

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

I move that Council approve Resolution No. 12, Series 2024, a resolution approving the Minor Subdivision Plat for Amended Plat of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8 of the Cornetts Subdivision submitted by Walter C. Reed, located at 1082 at 1060 N. Mildred St, Cortez, Colorado, with the condition stated in the Resolution.

**CITY OF CORTEZ
RESOLUTION NO. 12, SERIES 2024**

**A RESOLUTION APPROVING A MINOR SUBDIVISION PLAT FOR AN AMENDED
PLAT OF LOTS 1, 2, 3, 4, 5, 6 AND 7 OF BLOCK 8 OF THE CORNETTS
SUBDIVISION (AMENDED) PER THE PLAT THEREOF FILED IN BOOK 7 AT PAGE
15 RECORDS OF MONTEZUMA COUNTY LOCATED IN SW/4 SW/4 SECTION 24,
T.36 N., R.16 W., N.M.P.M., IN THE RESIDENTIAL MANUFACTURED HOME (MH)
ZONING DISTRICT IN CORTEZ, COLORADO**

WHEREAS, Walter C. Reed (the “Applicant”), has applied for approval of a minor subdivision plat to re-subdivide two existing lots into three lots located at 1060 and 1082 N. Mildred St. in the residential manufactured home (MH) zone district in Cortez, Colorado (the “Property”); and

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

WHEREAS, the City Council reviewed the application and proposed plat for a three-lot subdivision for the Property; and

WHEREAS, based on the evidence and testimony presented at the City Council’s July 9, 2024 meeting, Staff recommended certain conditions of approval to be considered by the City Council; and

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

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

THAT, this Resolution No. 12, Series 2024, contains the conditions of approval for the subdivision of the Property; and

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

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.

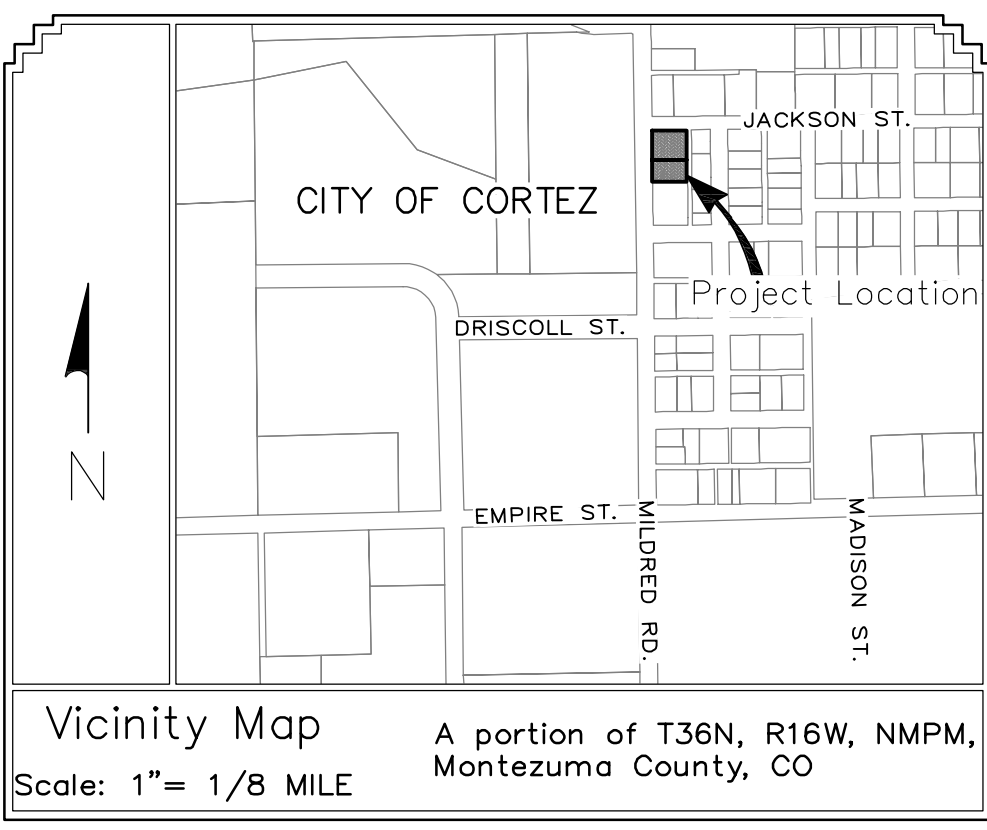
AND THAT, the Applicant shall coordinate with City Staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 9th DAY OF JULY, 2024.

Rachael B. Medina, Mayor

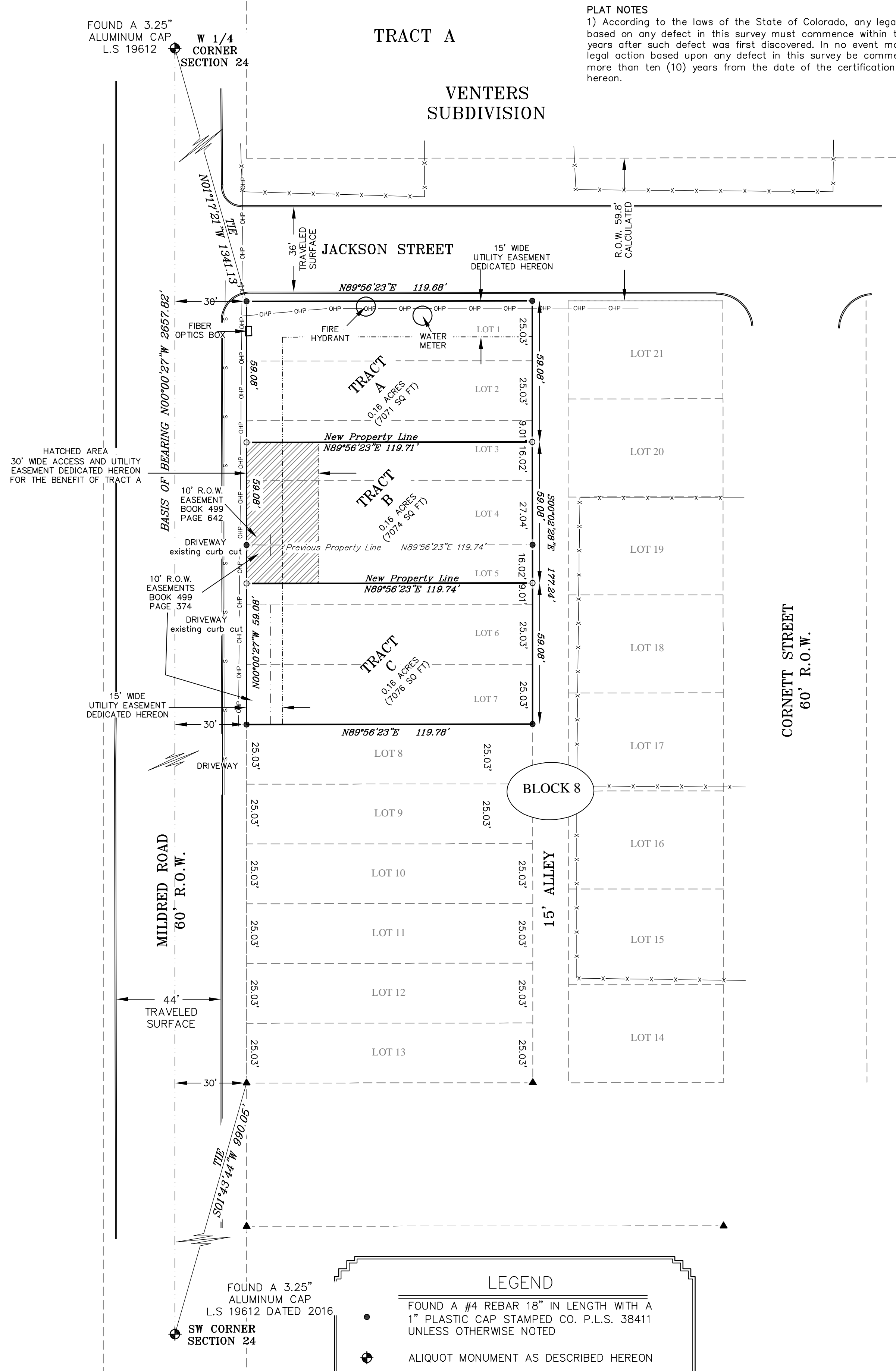
ATTEST:

Linda Smith, City Clerk



AMENDED PLAT of LOTS 1, 2, 3, 4, 5, 6 AND 7 of BLOCK 8 of the CORNETTS SUBDIVISION (AMENDED) Per the Plat thereof filed in Book 7 at Page 15 records of Montezuma County

LOCATED IN THE SW/4SW/4 SECTION 24,
TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN,
CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO



PLAT NOTES
1) According to the laws of the State of Colorado, any legal action based on any defect in this survey must commence within three (3) years after such defect was first discovered. In no event may any legal action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

CERTIFICATE OF OWNERS
KNOW ALL MEN BY THESE PRESENTS

That **WALTER C. REED** record owner of a tract of land in the SW/4SW/4 Section 24, Township 36 North, Range 16 West, New Mexico Principal Meridian, Montezuma County, City of Cortez, Colorado. Also Known as Lots 1, 2, 3, 4, 5, 6, and 7 of Block 8 of the CORNETTS SUBDIVISION (AMENDED), according to the plat thereof filed for record February 23, 1955 in Book 7 at Page 15 records of Montezuma County and further described by metes and bounds as follows:

Beginning at a point which is the Northwest Corner of said Lot 1 of Block 8 of the CORNETTS SUBDIVISION (AMENDED) and also in said SW/4SW/4 Section 24 from which point the Northwest Corner of the SW/4 Section 24 bears N01°17'21"W a distance of 1341.13 feet;

thence, N89°56'23"E a distance of 119.68 feet along the North line of said Lot 1 of Block 8 of the CORNETTS SUBDIVISION (AMENDED);
thence, S00°02'28"E a distance of 177.24 feet along the East line of said Block 8 of the CORNETTS SUBDIVISION (AMENDED);
thence, S89°56'23"W a distance of 119.78 feet along the South line of said Lot 7 of Block 8 of the CORNETTS SUBDIVISION (AMENDED);
thence, N00°00'27"W a distance of 177.24 feet along the West line of said Block 8 of the CORNETTS SUBDIVISION (AMENDED) to the point of beginning and containing 0.49 acres (21220 Sq. Ft.) more or less.

have caused the same to be platted under the name and style of:

AMENDED PLAT of LOTS 1, 2, 3, 4, 5, 6 AND 7 of BLOCK 8 of the CORNETTS SUBDIVISION (AMENDED) Per the Plat thereof filed in Book 7 at Page 15 records of Montezuma County

and do hereby dedicate for the use of Tract A shown hereon the 30' wide access and utility easement shown hereon and do also hereby dedicate the utility easements shown hereon to the individual tracts within subject subdivision and to the public utilities, including but not limited to electric, telephone, water, gas, communication and other utilities as may be necessary, together with the perpetual right of ingress and egress for the installation, maintenance, repair and replacement of drainage structures, utility equipment and supporting structures, and the right to trim interfering trees and shrubs. Landowner shall maintain the easement clear of buildings and structures. Said easements shall be utilized in a reasonable and prudent manner.

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES:

WALTER C. REED

By WALTER C. REED
Title PROPERTY OWNER

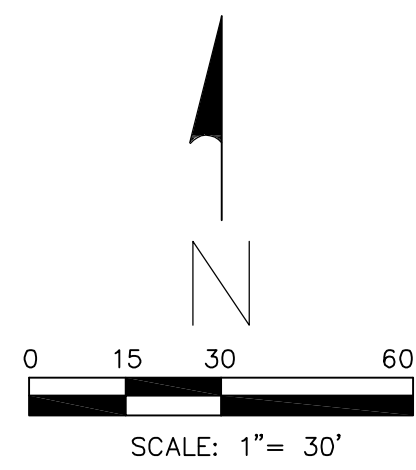
State of _____ SS:
County of _____

This plat was subscribed and affirmed before me by **MATTHEW REYNOLDS** as **PROPERTY OWNER**

on this _____ day of _____, 20____, for the aforementioned purposes.

My commission expires; _____ Notary.

EASEMENTS ACCEPTED AND APPROVED BY:	
EMPIRE ELECTRIC ASSOCIATION INC.	_____
CITY OF CORTEZ	_____
CORTEZ SANITATION DISTRICT	_____
ATMOS ENERGY	_____



The bearings on this plat are referenced by the West line of the SW/4 of Section 24, T.36N., R.16W., N.M.P.M. both ends of said line being 3.25" aluminum caps L.S. 19612.

Bearings are based on GPS observations.
Assumed WGS84 (geodetic) Reference Bearing = N00°00'27"W (2657.82')
Unit of Measurement = US SURVEY FOOT

LEGEND	
●	FOUND A #4 REBAR 18" IN LENGTH WITH A 1" PLASTIC CAP STAMPED CO. P.L.S. 38411 UNLESS OTHERWISE NOTED
◆	ALIQUOT MONUMENT AS DESCRIBED HEREON
▲	FOUND 1" PLASTIC CAP ON #4 REBAR L.S. 17490 UNLESS OTHERWISE NOTED
○	SET A #4 REBAR 18" IN LENGTH WITH A 1" PLASTIC CAP STAMPED CO. P.L.S. 38411 UNLESS OTHERWISE NOTED
—x—x—x—	FENCE
—OHP—OHP—	OVERHEAD ELECTRIC
—	SEWER

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF MONTEZUMA COUNTY, COLORADO AT _____ (A.M. / P.M.) ON THE _____ DAY OF _____ 20____ AND DULY FILED IN BOOK _____ AT PAGE _____ UNDER RECEPTION NUMBER _____
MONTEZUMA CLERK AND RECORDER

SURVEYOR'S CERTIFICATION
KNOW ALL MEN BY THESE PRESENTS:
That I, William Brian McLaughlin do hereby certify that I (or under my direct supervision) prepared this plat from field notes and an actual and accurate survey of the land in question and that the same is true and correct to the best of my knowledge and belief. This plat is in accordance with applicable standards of Professional Land Survey Practice in the State of Colorado. This statement is not a guaranty nor a warranty, neither expressed nor implied.

CITY COUNCIL ACCEPTANCE STATEMENT
This plat and the statements hereon approved by the City Council of the City of Cortez, Colorado, on this _____ day of _____ 20____, for the aforementioned purpose.
City Council of the City of Cortez, Colorado
By _____ Attest: _____
MAYOR CITY CLERK

WILLIAM BRIAN MCLAUGHLIN COLORADO PROFESSIONAL LAND SURVEYOR 38411
DATE _____

PRELIMINARY FOR REVIEW

<p>SURVEY STANDARD LLC CORTEZ, COLORADO 25 N. MADISON ST. CORTEZ, COLORADO (81321) PHONE: (970)565-2480 EMAIL: brian@4corners-survey.com</p>	<p>AMENDED PLAT of LOTS 1, 2, 3, 4, 5, 6 AND 7 of BLOCK 8 of the CORNETTS SUBDIVISION (AMENDED) Per the Plat thereof filed in Book 7 at Page 15 records of Montezuma County</p>	<p>SHEET 1 OF 1</p>
	<p>LOCATED IN THE SW/4SW/4 SECTION 24, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO</p> <p>FILE: S24-05-CT208 DIRECTED BY: WALTER REED PREPARED BY: BRIAN 05-30-2021</p>	

Amended Plat

APPLICANT: Walter Reed
APPLICANT
EMAIL: walter_reed@kindermorgan.com
MAILING ADDRESS: 25480 Road T. Dolores, Co 81323
PHONE: 970-799-1138 FAX: 970-882-5531
PROPERTY ADDRESS: 1082 N. Mildred Cortez, CO 81321
PROPERTY FOR: _____

Submittal Requirements

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

____ Agent Authorization Letter if Applicable
 Plat

- Boundary lines, bearings and distances
- ____ Adjacent subdivisions and property owners indicating existing streets, alleys, and other features
- Intersecting streets
- ____ Proposed streets, alleys, and easements
- ____ Proposed blocks, lots and parks – with dimensions
- ____ 5' intervals of topographic contours
- ____ All easements or ROW's necessary for drainage
- ____ Subdivision title _____
- ____ Land planner or engineer _____ Phone #: _____

- Name and addresses of the owner(s)
- ____ Dedicated parks, playgrounds and other public uses
- ____ Scale, north point, date, and other pertinent data
- ____ Property owner's name, address, and telephone number
- ____ A proposed preliminary layout of sanitary sewer and water lines
- ____ Drainage report/statement
- ____ Wetlands identification
- ____ Protective covenants
- ____ Proposed land uses
- Vicinity map
- Application fee \$300.00

Amended Plat Narrative Letter Per:

Lots 1, 2, 3 and 4, Block 8, and Lots 5, 6, and 7, Block 8, Cornetts Subdivision Per the Amended Plat thereof filed in Book 7 at page 15 records of Montezuma County.

City of Cortez,

I Walter Reed would like to split the above named lots into 3 equal lots which would bring each lot to Approx. 7,000 square feet each. Survey Standard will be doing the survey.

I plan on installing a permanent foundation on the first lot with a true modular home in the near future and possible working on the other 2 lots as time and money allow. We would love to bring some new housing to the community.

Sincerely,

Walter Reed. 4-15-2024

A handwritten signature in black ink that reads "Walter Reed". The signature is written in a cursive style with a large initial "W" and "R".

To whom it may concern:

I Walter Reed am looking to split the lot residing at 1082 N. Mildred in half creating 2 separate lots. Original lot #1 and #2 combined to create ~50.06' X 119.68' and original lots #3 and #4 combined to create ~52.07' X 119.74'.

I would like to split the lot to create two separate lots to add another housing option for the community. Please consider and advise if anything else is needed.

Thank You.

2-23-2023

A handwritten signature in blue ink that reads "Walter Reed." The signature is written in a cursive style with a period at the end.



Property Record Card

Montezuma Assessor

REED, WALTER C.
25480 ROAD T
DOLORES, CO 81323

Account: R008144
Tax Area: 11001 - DISTRICT 11001
Acres: 0.276

Parcel: 5611-243-24-006
Situs Address:
1082 N MILDRED RD #GUESS
CORTEZ, 81321

Value Summary

Value By:	Market	Override
Land (1)	\$19,200	N/A
Total	\$19,200	\$19,200

Legal Description

Subdivision: CORNETTS SUB AMD Lot: 1-4 Block: 8 B 442 P 46 B 443 P 167



Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
652428	08/29/2023	SWD	UI	Y	\$60,000	32.00	\$60,000	32.00	\$60,000	32.00

Land Occurrence 1

Property Code	0100 - VACANT LAND	Measure By	Site
Acres	0.276	SQFT	12000
Units	1	Land Code	358003U - CTZ LOTS > 6000 SQFT
Sewer Type	2 - COMM/PUBLIC		

SubArea	Actual	Effective	FinBsmnt	Footprint	Garage	LiveArea	UnfBsmnt
ACRES	0.276						
SQFT	12000						
Total	12,000.276						
	Value	Rate	Rate	Rate	Rate	Rate	Rate
	\$19,200	1.60					

Abstract Summary

Code	Classification	Actual Value	Taxable	Actual	Taxable
------	----------------	--------------	---------	--------	---------



Property Record Card

Montezuma Assessor

Abstract Summary

			Value	Override	Override
0100	VACANT LAND	\$19,200	\$5,360	NA	NA
Total		\$19,200	\$5,360	NA	NA



Mon Do Title Co., Inc.

236 W. North St
Cortez, CO 81321
(970) 565-8491

Buyer's Closing Statement

Property	1060 & 1082 N Mildred Cortez, CO 81321	Escrow Officer	Shawn C. Kvasnicka	Prepared	08/24/2023
Escrow #	2023-08-02	Buyer	Walter C. Reed	Closing	08/29/2023
				Disbursement Date	08/29/2023

	Debit	Credit
Primary Charges & Credits		
Sales Price of Property	\$60,000.00	
Deposit		\$2,000.00
Prorations/Adjustments		
County Taxes (\$308.48 @ \$0.85/day) 01/01/2023 to 08/29/2023		\$204.85
County Taxes Lots 5-7 (\$308.48 @ \$0.85/day) 01/01/2023 to 08/29/2023		\$204.85
Government Recording and Transfer Charges		
Recording Fee - Deed	\$18.00	
Documentary Transfer Tax (Deed) to Montezuma County Clerk & Recorder	\$6.00	
Escrow Charges		
Settlement or Closing Fee to Mon Do Title Co., Inc.	\$200.00	
Miscellaneous Charges		
E-Recording Submission Fee to Simplifile	\$5.00	
Survey Invoice to Survey Standard	\$562.50	
	Debit	Credit
Subtotals	\$60,791.50	\$2,409.70
Due from Buyer		\$58,381.80
Totals	\$60,791.50	\$60,791.50

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

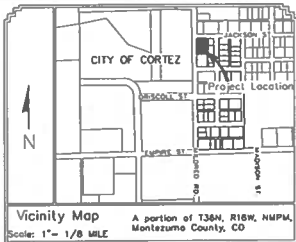
We/I authorize Mon Do Title Co., Inc. to cause the funds to be disbursed in accordance with this statement.

Walter C. Reed

Date

Settlement Agent

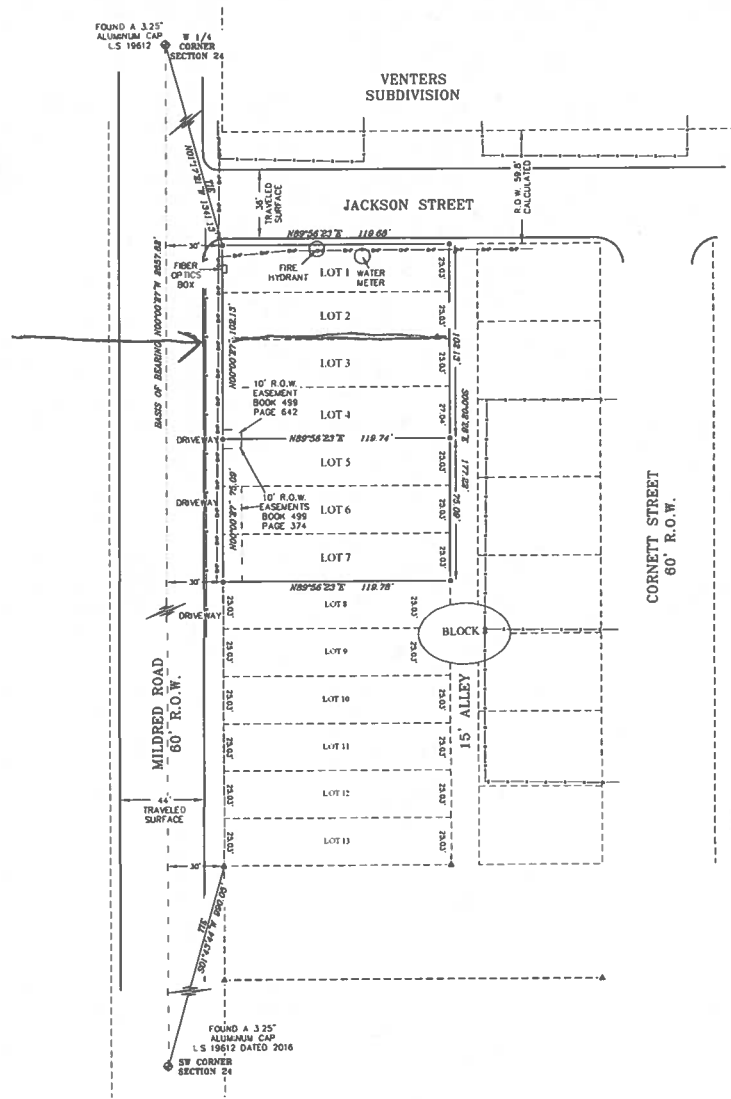
Date



RESULTS OF SURVEY

LOTS 1, 2, 3 AND 4, BLOCK 8 and LOTS 5, 6 AND 7, BLOCK 8, CORNETTS SUBDIVISION Per the Amended Plat thereof filed in Book 7 at Page 15 records of Montezuma County

LOCATED IN THE SW/4SW/4 SECTION 24,
TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN,
CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO



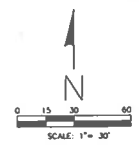
PLAT NOTES

1) According to the laws of the State of Colorado, any legal action based on any defect in this survey must commence within three (3) years after such defect was first discovered. In no event may any legal action befile upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

2) Research for recorded easements and Rights of Way was conducted by Mon Do Title Co. Inc. and the property may be subject to the easements, rights and restrictions as listed in Title Commitment/Policy 2021-08-07, effective date August 8, 2023

LEGEND

- SET A #4 REBAR 18" IN LENGTH WITH A 1" PLASTIC CAP STAMPED CO. P.L.S. 38411 UNLESS OTHERWISE NOTED
- ⊙ ALIQUOT MONUMENT AS DESCRIBED HEREON
- ▲ FOUND 1" PLASTIC CAP ON #4 REBAR L.S. 17450 UNLESS OTHERWISE NOTED
- FENCE --- OVERHEAD ELECTRIC
- SEWER



The bearings on this plat are referenced by the West line of the SW/4 of Section 24, T.36N., R.16W., N.M.P.M., both ends of said line being 3/25 aluminum caps L.S. 19612.

Bearings are based on GPS observations.

Assumed NGSD83 (geoidetic) Reference Bearing = N000°02'27"W (2657.82')

Unit of Measurement = US SURVEY FOOT

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF MONTEZUMA COUNTY, COLORADO AT _____ (A.M. / P.M.)

ON THE _____ DAY OF _____ 20____

AND DULY FILED IN BOOK _____ AT PAGE _____

UNDER RECEIPTION NUMBER _____

MONTEZUMA CLERK AND RECORDER

SURVEYOR'S CERTIFICATION

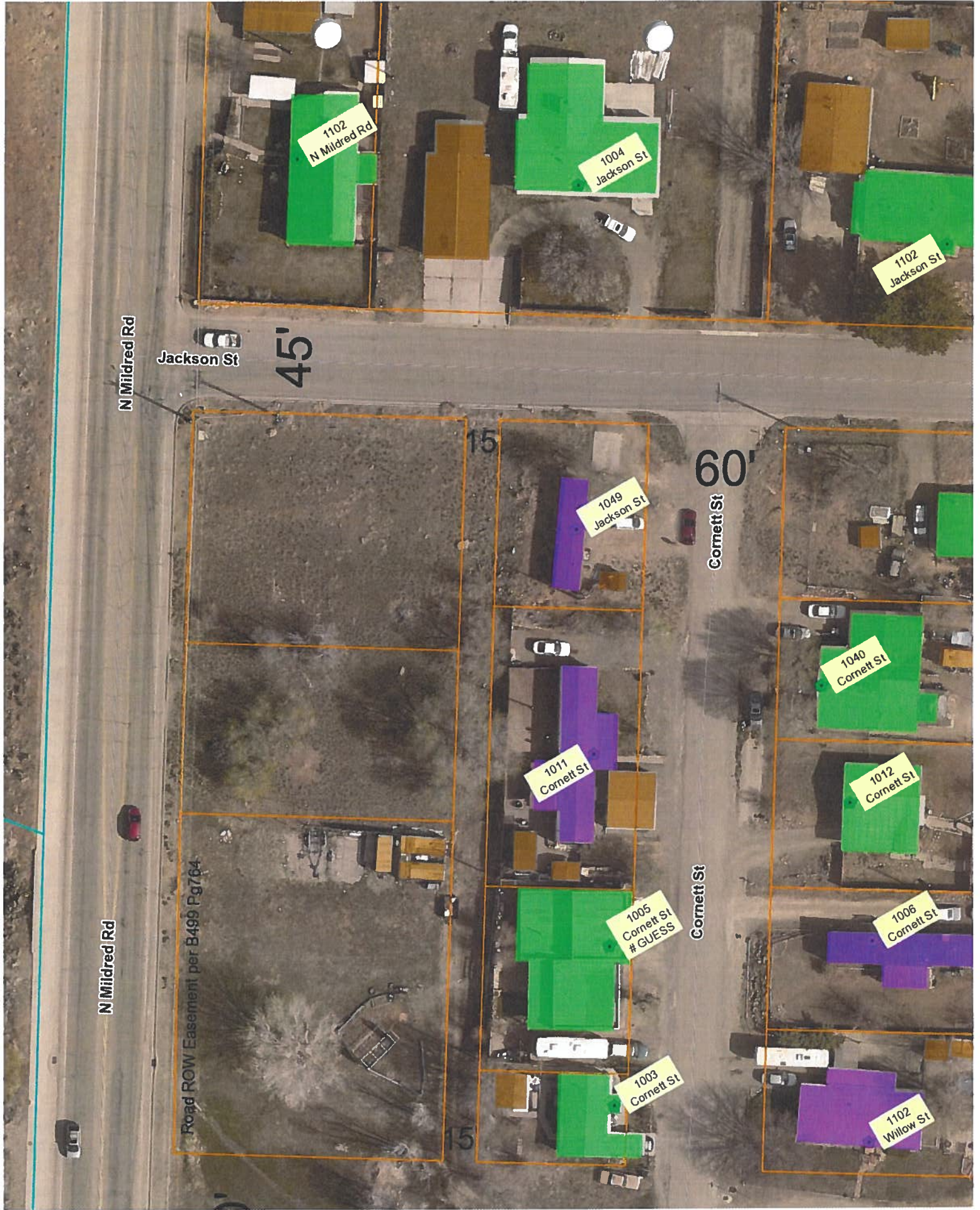
KNOW ALL MEN BY THESE PRESENTS: That I, William Brian McLaughlin do hereby certify that I (or under my direct supervision) prepared this plat from field notes and an actual and accurate survey of the land in question and that the same is true and correct to the best of my knowledge and belief, this plat is in accordance with applicable standards of Professional Land Survey Practice in the State of Colorado. This statement is not a warranty nor a warranty, neither expressed nor implied.

WILLIAM BRIAN MCLAUGHLIN COLORADO PROFESSIONAL LAND SURVEYOR 38411

DATE _____

BOOK 7 SURVEY STANDARD LLC CO. 2021 3714 MADISON ST CORTEZ, COLORADO 81301 PHONE (970) 543-1400 EMAIL: william@surveystandard.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">RESULTS OF SURVEY</th> </tr> <tr> <td colspan="2">LOTS 1, 2, 3 AND 4, BLOCK 8 and LOTS 5, 6 AND 7, BLOCK 8, CORNETTS SUBDIVISION Per the Amended Plat thereof filed in Book 7 at Page 15 records of Montezuma County</td> </tr> <tr> <td colspan="2" style="text-align: center;">LOCATED IN THE SW/4SW/4 SECTION 24, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO</td> </tr> <tr> <td>DATE</td> <td>FILED BY</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	RESULTS OF SURVEY		LOTS 1, 2, 3 AND 4, BLOCK 8 and LOTS 5, 6 AND 7, BLOCK 8, CORNETTS SUBDIVISION Per the Amended Plat thereof filed in Book 7 at Page 15 records of Montezuma County		LOCATED IN THE SW/4SW/4 SECTION 24, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO		DATE	FILED BY			SHEET 1 OF 1
RESULTS OF SURVEY												
LOTS 1, 2, 3 AND 4, BLOCK 8 and LOTS 5, 6 AND 7, BLOCK 8, CORNETTS SUBDIVISION Per the Amended Plat thereof filed in Book 7 at Page 15 records of Montezuma County												
LOCATED IN THE SW/4SW/4 SECTION 24, TOWNSHIP 36 NORTH, RANGE 16 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CORTEZ, MONTEZUMA COUNTY, COLORADO												
DATE	FILED BY											

Split



N Mildred Rd

N Mildred Rd

Jackson St

45'

Road ROW Easement per B499 Pg 764

15

15

60'

Cornett St

Cornett St

1102
N Mildred Rd

1004
Jackson St

1102
Jackson St

1049
Jackson St

1011
Cornett St

1005
Cornett St
GUESS

1003
Cornett St

1040
Cornett St

1012
Cornett St

1006
Cornett St

1102
Willow St



DEPARTMENT OF PLANNING & BUILDING
 123 ROGER SMITH AVE, CORTEZ, CO 81321
 PH. 970-565-3402 FAX 970-565-8172
 24 HR. INSPECTION LINE: 970-564-4071

City of Cortez
 Amended Plats and/or RePlats Plumbing Permit
 24-000083

File Number:

Permit Number:
 PL24-000001

Project Address: 1082 North MILDRED Road
 Legal Description:

Owner:

Name: REED, WALTER C.
 Address: 25480 ROAD T
 DOLORES, CO 81323

Phone:

Contractor:

Name: [Ppermit:::3796:::16441:::\[BUSINESS_NAME\]]

Phone: [Ppermit:::3796:::16441:::\[WORK_PHONE\]]

Project Description: 1082 N. Mildred split
 Other Permit #'s: No other permits on file

Fees:

Payments:

Description	Total Cost	Date	Type	Reference	Receipt	Received From	Amount
Amended Plats and / or Replats	300.00	02/26/2024	Check	2106	373	REED, WALTER C.	300.00
Permit Total:	300.00						
Total Paid:	300.00						
Balance Due:	0.00						

Per CRS 12-58-113, only licensed plumbers may perform plumbing work if the property or residence is intended for resale, rental, or is a commercial structure. All demolition/waste materials are required to be disposed of in accordance with State Regulations. For more information, please contact the Colorado Department of Public Health and Environment at 303-692-2000. Electrical work must be permitted through the State of Colorado by contacting DORA at 970-259-6179.

The issuance of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the building code or of any other ordinance of this jurisdiction. The issuance of a permit shall not prevent the City of Cortez from requiring the correction of errors in the construction documents or at the jobsite in order to achieve code compliance.

Authorized Agent

Cheryl Lindquist

Date

2/26/24

Issued By

Date



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: 7/09/2024

RE: Resolution No. 13, Series 2024

DISCUSSION

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

BACKGROUND

The Applicants, Amador and John Garcia, on behalf of the Owner, Amador M. Garcia & Son, Inc., are proposing a two-lot minor subdivision of the existing .15 acre parcel of land located at 450 E. Main (the "Parcel"). The Parcel currently includes two separate buildings/businesses. The request is to subdivide the Parcel so that each building is on its own, separate parcel.

FISCAL IMPACT

Not studied.

RECOMMENDATION

Staff recommends that Council approve Resolution No. 13, Series 2024, a resolution approving the 1st Amended Plat of Lots 1 and 2, Block 7 F.R. Coffin's Addition to the Town of Cortez, located at 450 E. Main St, Cortez, Colorado, submitted by John & Amador Garcia, with the conditions stated in the Resolution.

MOTION

If the Council so chooses to follow the recommendation of Staff, a possible motion could be the following:
I move that City Council approve Resolution No. 13, Series 2024, a resolution approving the 1st Amended Plat of Lots 1 and 2, Block 7 F.R. Coffin's Addition to the Town of Cortez, located at 450 E. Main St, Cortez, Colorado, submitted by John & Amador Garcia, with the conditions stated in the Resolution.

Attachments

Staff Report

Resolution No. 13, Series 2024

Site Plan

Documentation



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

Meeting Date: July 9, 2024
Project No. PL24-005

MEMO

TO: Members of the Cortez City Council

FROM: Nancy Dossdall, Contract City Planner

SUBJECT: Application for a Minor Subdivision plat for a two-lot subdivision

APPLICANT: Amador & John G. Garcia

OWNERS: Amador M. Garcia & Son, Inc.

ATTACHMENTS: Resolution No. 13, Series 2024
Plat, letter of application

BACKGROUND

The Applicants, Amador and John Garcia, on behalf of the Owners, Amador M. Garcia & Son, Inc., are proposing a two-lot minor subdivision of the existing .15 acre parcel of land located at 450 E. Main (the “Parcel”). The Parcel currently includes two separate buildings/businesses. The request is to subdivide the parcel so that each building is on its own, separate parcel.

The Parcels are bounded on the north, west and south by parcels located within the Central Business District (CBD) zone and on the east by commercial highway (C) zoned land (City Market).

DEVELOPMENT STANDARDS

Development Standard	CBD Zone Requirement	Existing
Min. lot area (sq. ft.)	2,500 sq. ft.	Lot 1A: 3,697.94 sq. ft. Lot 2A: 3,002.06 sq. ft.
Min. front yard (ft.)	10'	10' approx.
Min. side yard (ft)	0'	10' approx.
Min. rear yard (ft)	7'	9' approx..
Max. lot coverage	-	n/a
Max. height	50'	No change

ISSUES

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

An issue that Staff has identified with this subdivision it does not appear that easements have been created to allow for access to all utilities. While both parcels will continue to have direct access to Harrison St., it is also recommended that cross easements for access and parking be provided.

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

AGENCY REVIEW

GIS Coordinator (Doug Roth)

GIS Coordinator -

Both 17 N Harrison and 450 E main St already have separate water meters. Plat does not show City fiber optic line. It is in a similar alignment as the O/H telecommunications cable. Both addresses a good to continue to use on the buildings.

Cortez Sanitation District (Jim Webb)

The Sanitation District has no issues with this proposal.

City Engineer (Kevin Kissler)

I don't see an issue as long as the existing access patterns are unchanged, but if we wanted to go down that rabbit hole I would suggest restricting access to highway 160 from the lower lot due to the volume of traffic on 160 and adjacency to the traffic light

ALTERNATIVES

1. The Council can approve the Minor Subdivision Plat for 1st Amended Plat of Lots 1 and 2, Block 7 F.R. Coffin's Addition to the Town of Cortez, as submitted by Amador and John Garcia; or
2. The Council can deny the application for the Minor Subdivision and state its reasons; or
3. The Council can ask for more information and continue the application to a date certain; or
4. The Council can approve the Minor Subdivision for the 1st Amended Plat of Lots 1 and 2, Block 7 F.R. Coffin's Addition to the Town of Cortez and state any conditions it determines would be necessary to ensure compliance with the Land Use Code.

RECOMMENDATION

Staff recommends Alternative “4” above, approve Resolution No. 13, Series 2024, a resolution approving the Minor Subdivision for 1st Amended Plat of Lots 1 and 2, Block 7 F.R. Coffin’s Addition to the Town of Cortez, with the conditions stated in the Resolution.

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

I move that Council approve Resolution No. 13, Series 2024, a resolution approving the 1st Amended Plat of Lots 1 and 2, Block 7 F.R. Coffin’s Addition to the Town of Cortez submitted by John & Amador Garcia, located at 450 E. Main St, Cortez, Colorado, with the conditions stated in the Resolution.

**CITY OF CORTEZ
RESOLUTION NO. 13, SERIES 2024**

**A RESOLUTION APPROVING A MINOR SUBDIVISION PLAT FOR THE 1st
AMENDED PLAT OF LOTS 1 AND 2, BLOCK 7 F.R. COFFIN'S ADDITION TO THE
TOWN OF CORTEZ LOCATED IN SECTION 26, T.36 N., R.16 W., N.M.P.M., IN THE
CENTRAL BUSINESS DISTRICT (CBD) ZONING DISTRICT IN CORTEZ,
COLORADO**

WHEREAS, John and Amador Garcia (the "Applicants"), on behalf of the owner, Amador Garcia and Son, Inc. (the "Owner"), have applied for approval of a minor subdivision plat to divide a .15 acre tract into 2 lots located at 450 E. Main, in the Central Business District (CBD) zone district in Cortez, Colorado (the "Property"); and

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

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

WHEREAS, based on the evidence and testimony presented at the City Council's July 9, 2024 meeting, Staff recommended certain conditions of approval to be considered by the City Council; and

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

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

THAT, this Resolution No. 13, Series 2024, contains the conditions of approval for the subdivision of the Property; and

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

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. Prior to recordation, the plat shall be revised to include easements for existing utilities and shared parking areas.

AND THAT, the Applicant shall coordinate with City Staff to ensure that these conditions are fully met.

MOVED, SECONDED, AND ADOPTED THIS 9th DAY OF JULY, 2024.

Rachael B. Medina, Mayor

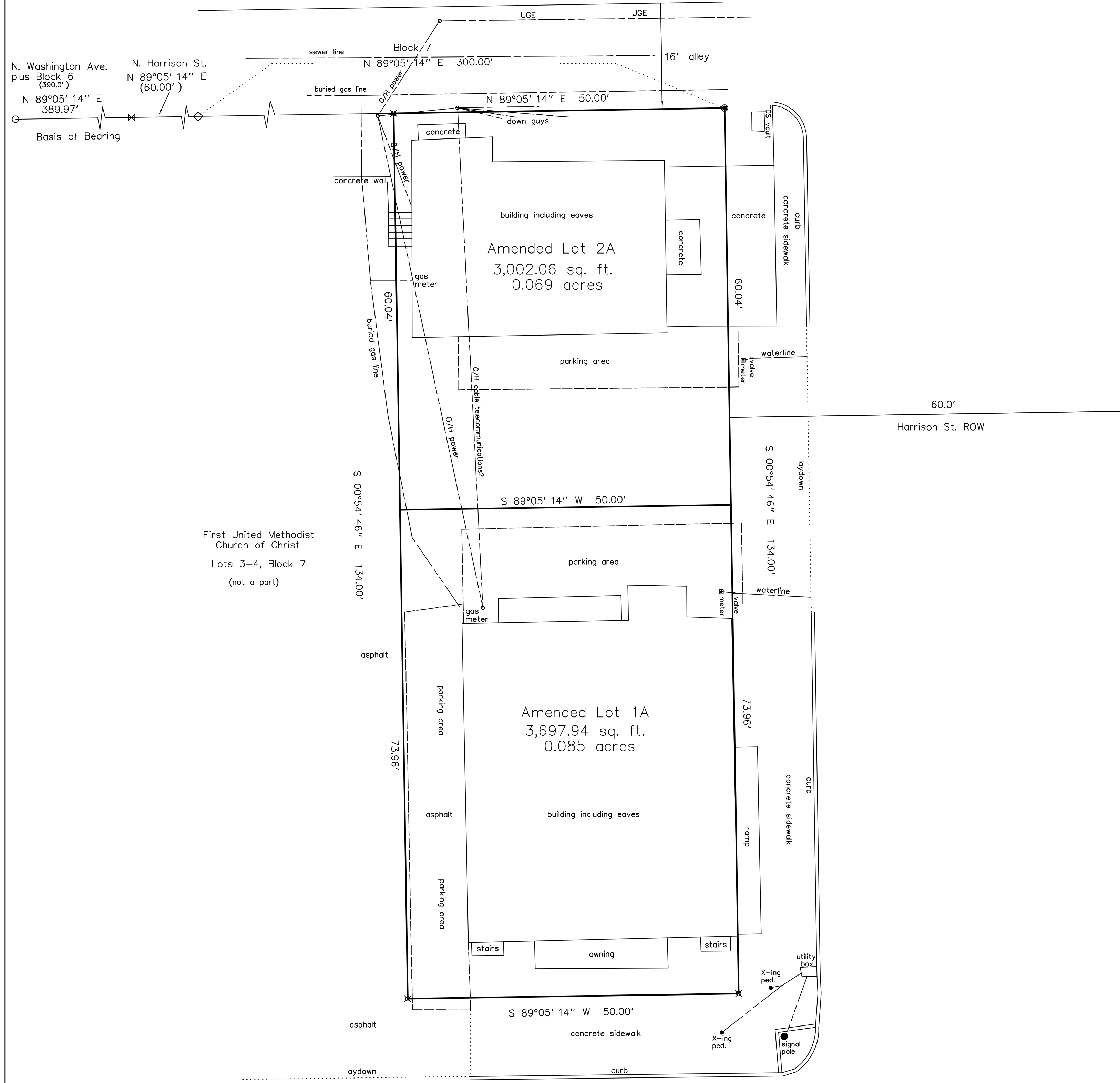
ATTEST:

Linda Smith, City Clerk

1st AMENDED PLAT OF LOTS 1 AND 2, BLOCK 7 F.R. COFFIN'S ADDITION TO THE TOWN OF CORTEZ

Creating Lots 1A and 2A

SECTION 26, T36 N., R.16 W., NMPM



First United Methodist
Church of Christ
Lots 3-4, Block 7
(not a part)

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that Amador M. Garcia and Son, Inc., is the owner of a portion of property in the City of Cortez, Montezuma County, Colorado, being more particularly described as follows:

Lots 1 and 2, Block 7, F.R. Coffins Addition to Cortez according to the plat recorded Plat Book 1 Page 9, contained in Section 26, T.36 N., R.16 W., NMPM, Montezuma County, Colorado. Containing 6,700 sq. ft. 0.154 acres more or less. SUBJECT TO all easements of record, prescriptive or dedicated herein.

has by these presents laid out, re-subdivided and platted the same into lots as shown on this plat, under the name and style of 1ST AMENDED PLAT OF LOTS 1 AND 2, BLOCK 7, F.R. COFFINS ADDITION TO THE TOWN OF CORTEZ, CREATING LOTS 1A AND 2A, 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. The overhead power and telecommunications lines shown hereon, the buried gas lines and waterlines will be subject to reasonable industry standard maintenance easements for such situations.

Executed by owner: Amador M. Garcia and Son, Inc.

Amador M. Garcia and Son, Inc. by Amador M. Garcia, agent

The foregoing dedication was acknowledged before me this _____ day of _____, _____
By Amador M. Garcia as agent for Amador M. Garcia and Son, Inc.

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. _____

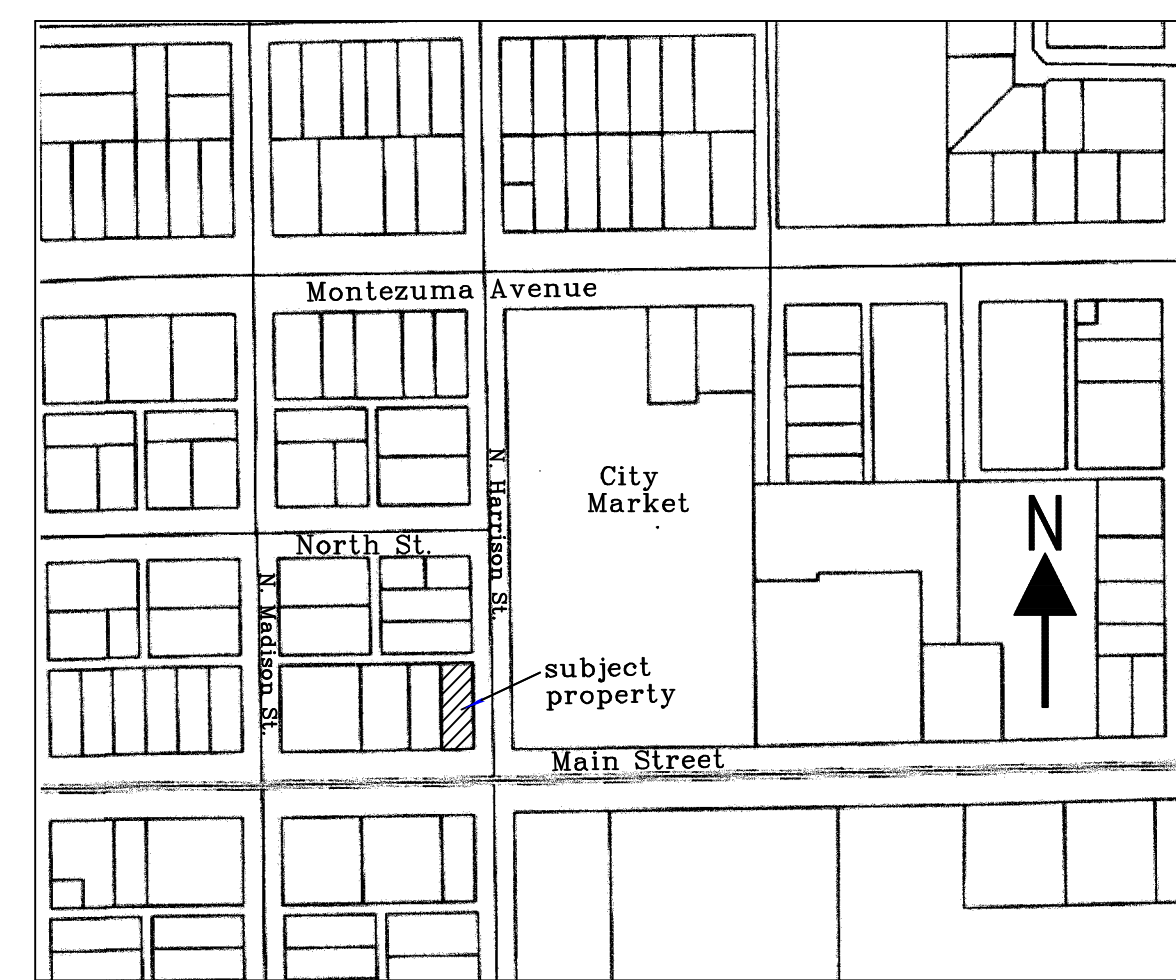
SURVEYOR'S CERTIFICATE

I do hereby certify to the above signed owner, Amador M. Garcia and Son, Inc., 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.

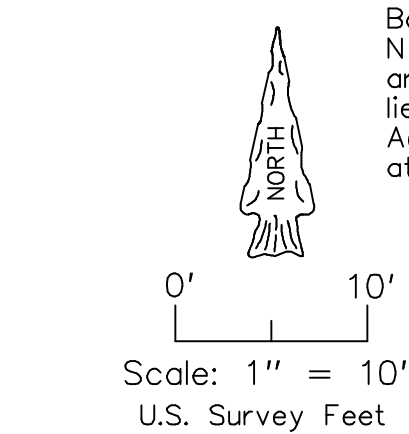
Gerald G. Huddleston - LS 17490 _____ date _____

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 _____.



Main Street - 100' ROW (record)



Basis of Bearing:
N 89°05' 14" E between the found #4 rebar and the found #5 rebar along the south lie of the alley in Block 6, F.R. Coffins Addition, as shown. Assumed from GPS North at initial RTK base location.

- found #4 rebar
- ⊗ found #5 rebar in previous survey
- ◇ calculated corner, not found or set
- set #4 rebar/plastic cap LS 17490
- ⊗ set mag nail/washer stamped 17490

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.

PRELIMINARY

AMADOR M. GARCIA & SON, INC.
1st Amended Plat of Lots 1 and 2, Block 7,
Creating Lot 1A and Lot 2A,
F.R. Coffin's Addition
to the Town of Cortez
5 June 2024

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 warranty or warranty, either expressed or implied.

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

Pre-Application Review
Planning and Zoning Department

5/21/24
Date

Please return your completed application form with attachments to Cortez Planning Department, 123 Roger Smith Ave., Cortez, Co. 81321 and email clindquist@cortezco.gov

*APPLICANT: John G. Garcia

MAILING ADDRESS: 450 E. Main

PHONE/EMAIL: 970-560-0135 gcjewders@msn.com

DESCRIBE YOUR PROJECT: To have the property and buildings on the property divided.

SITE ADDRESS: 450 E. Main / 17 N. Harrison

PLEASE PROVIDE ONE ELECTRONIC COPY AND ONE PAPER COPY WITH THE FOLLOWING INFORMATION:

Application Submittal Requirements:

- Letter of petition describing your requested project *divide Properties*
- 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
- Maps, Site Plan, and any other plans, information, operating data and expert evaluation necessary to clearly explain the location, function & characteristics of any proposed use and all applicable information for City Staff to understand the proposed project *Survey*
- Street address and legal description of the property
- Any and all plans, information, operating data and expert evaluation necessary to clearly explain the location, function & characteristics of any proposed use

You will be contacted to set up a time to meet with City Staff to discuss your proposed project.

Please note due to the preliminary nature of information discussed during a pre-application conference, City Staff reserves the right to determine permitting requirements upon receipt of an official development application, information obtained during a pre-application conference is subject to subsequent changes in the Comprehensive Plan, Land Use Code, and/or any other applicable regulations. A pre-application conference does not lock in any fees or development requirements for a project in any way.

Official Use Only: _____

MINOR SUBDIVISIONS
(Land Use Code Section 6.11)

APPLICANT: Amador + John Garcia
MAILING ADDRESS: 450 E. MAIN
PHONE: 970-560-0135 FAX: geojewelers@msn.com
PROPERTY ADDRESS: 450 E. MAIN / 17 N. HARRISON
PROPERTY FOR: Subdivide

Submittal Requirements:

- Letter of petition requesting approval
- Agent Authorization Statement if applicable
- Title certificate from a licensed title company or attorney listing:
 - The name of the property owner(s)
 - All liens
 - All easements and judgments of record affecting the subject property
- Copies of proposed Plat:
 - Boundary lines, bearings and distances
 - Adjacent subdivisions and property owners indicating existing streets, alleys, and other features
 - Intersecting streets
 - Scale, north point, date, and other pertinent data
 - Proposed blocks, lots and parks – including easements and alleys
 - Any recorded easements or easements to be dedicated on the plat.
 - 5' intervals of topographic contours
 - All easements or ROW's necessary for drainage
 - Wetlands
 - Subdivision title _____
- Land planner or engineer _____ Phone #: _____
- Name and addresses of the owner(s)
- Dedicated parks, playgrounds and other public uses
- Property owner's name, address, and telephone number
- A proposed preliminary layout of sanitary sewer and water lines
- Drainage report/statement
- Draft of any protective covenants
- Vicinity map
- Tax Certificates for current year
- Narrative- Proposed Land Uses
- Verification Mineral Estate requirements have been met (C.R.S. 10-11-123, 24-65.5-101-106) Provide a statement that mineral owners have been notified of the proposal.
- Filing fee \$400.00 minimum (determined by property size)

Staff Use:
City Council Date(s): _____
Resolutions/Ordinances: _____
Action of City Council: _____
Recorded Date: _____ Book/page: _____
J:\PWADMIN\FORMS\PLANNING CKLIST\Minor Sub WS.doc

May 20, 2024

Letter of Petition

To whom it may concern,

We are requesting that our property of 450 E. Main and 17 N. Harrison, Cortez, CO, 81321 be subdivided. The buildings will remain the same and no additional construction, additions or subtractions are being planned or requested.

Thank you



Amador M. Garcia

***Street Address and Legal Description
of Property***

450 E. Main and 17 N. Harrison, Cortez, CO, 81321

***Lots 1 and 2, Block 7, F.R. COFFINS ADDITION to town of Cortez,
according to the plat thereof filed for record December 6, 1888 in
book1 at Page 9.***



***We are wanting/needing
these two properties sub-
divided for personal purposes.
The businesses in each will
remain the same. We are only
asking the property be divided.***

John Garcia

jewelers@msn.com



Space Above This Line For Recording Data

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is March 3, 2017. The parties and their addresses are:

GRANTOR:

AMADOR M GARCIA & SON INC
A Colorado Corporation
450 E MAIN
CORTEZ, CO 81321

AMADOR M. GARCIA & SON, INC.

TRUSTEE:

PUBLIC TRUSTEE OF MONTEZUMA COUNTY, COLORADO

LENDER:

FOUR CORNERS COMMUNITY BANK
Organized and existing under the laws of New Mexico
77 W Main St
Cortez, CO 81321

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

Lots 1 and 2, Block 7, F.R. COFFINS ADDITION to the Town of Cortez, according to the plat thereof filed for record December 6, 1888 in Book 1 at Page 9.

The property is located in Montezuma County at 450 E MAIN ST & 17 N HARRISON ST, CORTEZ, Colorado 81321.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.



4M01700545



3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 220003687, dated March 3, 2017, from Grantor to Lender, with a loan amount of \$160,000.00.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing. The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

5. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Grantor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.



However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Grantor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Grantor is in default on any other debt or agreement Grantor has with Lender.

G. Misrepresentation. Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Grantor fails to satisfy or appeal any judgment against Grantor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Grantor's financial condition from the conditions set forth in Grantor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

15. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property or foreclose on installments without acceleration. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of Grantor's default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.



Upon the sale of the Property, to the extent not prohibited by law, and at such time purchaser is legally entitled to it, Trustee shall make and deliver a deed to the Property sold which conveys title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all monies advanced for repairs, taxes, insurance liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to persons legally entitled to it. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an



event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional



insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

22. APPLICABLE LAW. This Security Instrument is governed by the laws of Colorado, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

25. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

26. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete

information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

27. WAIVER OF JURY TRIAL. All of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

AMADOR M GARCIA & SON INC

By Amador M. Garcia Date 3/3/17
AMADOR M GARCIA, President

By Barbara A. Garcia Date 3/3/17
BARBARA A GARCIA, Secretary

ACKNOWLEDGMENT.

STATE OF COLORADO, COUNTY OF Montezuma ss. 3rd day of March, 2017
This instrument was acknowledged before me this 3rd day of March, 2017
by AMADOR M GARCIA - President and BARBARA A GARCIA - Secretary of AMADOR M GARCIA & SON INC
a Colorado corporation, on behalf of the corporation.

My commission expires:

Bea Rouse
(Notary Public)



*Mi Rita,
 We haven't done a
 Commitment on this,
 But It doesn't have
 any exceptions or easements.
 Give me a call to
 Chat Misty (970) 565-8491*



477888 02/19/1999 03:54P WD Evie Rittaler,
 1 of 2 R 11.00 D 16.90 Montezuma County, CO

WARRANTY DEED

THIS DEED, Made this 19th day of February 1999
 between
 Gordon Lee Moss and Norma Lee Moss
 of the
 County of Montezuma State of Colorado, grantor(s) and
 Amador M. Garcia & Son, Inc.
 whose legal address is 450 E. Main, Cortez, Colorado 81321

of the County of Montezuma State of Colorado, grantee(s):
WITNESSETH, That the grantor(s), for and in consideration of the sum of One Hundred Sixty-Nine Thousand and
 NO/100ths **DOLLARS** the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and
 conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto the grantee(s), It's heirs and assigns forever, all
 the real property, together with improvements, if any, situate, lying and being in the
 County of Montezuma, State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

also known by street and number as: 450 E. Main and 17 N. Harrison, Cortez, Colorado 81321
 assessor's schedule or parcel number: To Be Determined

TOGETHER with all and singular the hereditaments and appurtenances thereto 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(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and
 appurtenances.

TO HAVE AND TO HOLD the said premises above bargained premises, and described with the appurtenances, unto the
 grantee(s), his heirs and assigns forever. And the grantor(s), for them selves, their heirs and personal representatives, do
 covenant, grant, bargain, and agree to and with the grantee(s), It's heirs and assigns, that at the time of the en sealing and
 delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and
 indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey
 the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens,
 taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable
 possession of the grantee(s) It's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part
 thereof.

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

Gordon Lee Moss
Norma Lee Moss

STATE OF COLORADO)
)
 COUNTY OF Montezuma)
)
 The foregoing instrument was acknowledged before me this 19th day of February
 by
 Gordon Lee Moss and Norma Lee Moss

My Commission Expires: 04/13/99
 Witness my hand and official seal.

 Notary Public



When Recorded return to: Escrow Services Company
 File # 1149

Documentary Fee \$16.90

477888 02/19/1999 03:54P WD Evie Ritthaler,
2 of 2 R 11.00 D 16.90 Montezuma County, CO

EXHIBIT "A"

Lots One (1) and Two(2), Block 7, F.R. Coffin's Addition to the Town of Cortez, as per the plat of record in the office of the Clerk and Recorder.

RESERVING UNTO THE GRANTORS: A non-exclusive easement for a ten year term, beginning the date of transfer, for the purpose of ingress and egress over and across an existing driveway on the East side of the property which is currently being used as an entrance to and across the property from Harrison Street.

County of Montezuma,
State of Colorado.

Exceptions

1999 Taxes, a lien, but not yet due or payable.

All interest in oil, gas, coal and other mineral rights, being either express or implied associated with or incidental to the ownership or exercise of rights under any oil, gas, coal or mineral reservation, grant or lease; and all rights, privileges and easements with respect thereto; and any and all assignments thereof or interests therein.

All existing roads, utilities, pipelines, rights of way and easements therefor.

Ditch and ditch rights.

Any tax, assessment, fee or charge by reason of the inclusion of subject property in a paving or street improvement district.



DEPARTMENT OF PLANNING & BUILDING
 123 ROGER SMITH AVE, CORTEZ, CO 81321
 PH. 970-565-3402 FAX 970-565-8172
 24 HR. INSPECTION LINE: 970-564-4071

City of Cortez
 Subdivision Plumbing Permit File Number: 12-000209

Permit Number:
 PL24-000005

Project Address: 450 East Main Street
 Legal Description: Subdivision: F R COFFINS ADDITION Block: 7 Lot: 1 AND:- Lot: 2: BUS:GARCIA & CO R/477888

Owner:
 Name: GARCIA, AMADOR M. & SONS, INC Phone:
 Address: 450 E MAIN ST
 CORTEZ, CO 81321

Contractor:
 Name: [Ppermit:::3796:::16441:::[BUSINESS_NAME\]] Phone: [Ppermit:::3796:::16441:::\[WORK_PHONE\]]

Project Description: Subdivide into two lots
 Other Permit #'s: Building: B14-000023 Plumbing: P19-000114

Fees:		Payments:			
Description	Total Cost	Date	Type	Reference	Receipt Received From Amount
Subdivision	400.00	05/21/2024	Check	10719 461	Amador M Garcia and Sons 400.00
Permit Total:	400.00				
Total Paid:	400.00				
Balance Due:	0.00				

Per CRS 12-58-113, only licensed plumbers may perform plumbing work if the property or residence is intended for resale, rental, or is a commercial structure. All demolition/waste materials are required to be disposed of in accordance with State Regulations. For more information, please contact the Colorado Department of Public Health and Environment at 303-692-2000. Electrical work must be permitted through the State of Colorado by contacting DORA at 970-259-6179.

The issuance of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the building code or of any other ordinance of this jurisdiction. The issuance of a permit shall not prevent the City of Cortez from requiring the correction of errors in the construction documents or at the jobsite in order to achieve code compliance.

per signed application
 Authorized Agent

_____ Date

Cheryl Lindquist

5/21/24

Issued By _____

_____ Date



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL

From: JEREMY PATTON, AIRPORT DIRECTOR

Date: 9 July 2024

RE: CDOT Aeronautics Discretionary Grant Award Resolution for matches of Parking Lot and Runway Rehabilitation Projects

DISCUSSION

This Grant Resolution authored by CDOT Aeronautics outlines the Federal, State and Local matches of the applicable funds for the Parking Lot Rehabilitation as well as the 2025 Runway Rehabilitation Project. This Resolution ensures compliance with Federal and State Grant Assurances for the sponsor, the City of Cortez. Note: this does not depict local funding sources already applied to the Parking Lot Project, i.e. ARPA funds are a separate grant execution and reimbursement process already in-play.

BACKGROUND

The Parking Lot Rehabilitation is currently in the construction phase, and the majority of the project, from design and engineering to most of the construction, is funded by the City's existing ARPA grant. The areas of the parking lot not planned for revenue -generation were eligible for Federal and State apportionment, hence the combined agreement with a concurrent Airport Improvement Plan Capital project-the Runway 3/21 Rehabilitation Project (Design). The Construction of the Runway will have a separate Grant Resolution given the timeline of execution slated for the Spring of 2025.

FISCAL IMPACT

A. Participate in Federally Funded Parking Lot and Access Road Rehabilitation

State Funding: \$22,800.00 Up to 2.50%

Local Funding: \$22,800.00 2.50%

Federal Funding: \$866,400.00 95.00%

Total: \$912,000.00

B. Participate in Federally Funded Runway 3/21 Rehabilitation Design

State Funding: \$11,789.00 Up to 2.50%

Local Funding: \$11,790.00 2.50%

Federal Funding: \$448,000.00 95.00%

Total: \$471,579.00

TOTALS

State: \$34,589.00

Local: \$34,590.00

Federal: \$1,314,400.00

Combined Project Funding: \$1,383,579.00

RECOMMENDATION

Staff recommends that Council approve the CDOT Aeronautics Grant Award Resolution for these Airport Improvement Projects and authorize the Mayor to sign the Resolution.

MOTION

If agreed upon by the City Council, a possible motion would be: I move that City Council approve the 24-CEZ-01 Grant Award Resolution and authorize the Mayor to sign the Resolution.

Attachments

CDOT Grant Award Resolution



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

FURTHER BE IT RESOLVED:

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

FURTHER:

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

FINALLY:

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

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

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

GRANT NAME AND TERMS

24-CEZ-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2027

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$34,589.00
Local Cash:	\$34,590.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$1,314,400.00
Total Project Funding:	\$1,383,579.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. A - Participate in Federally Funded Parking Lot and Access Road Rehabilitation	\$22,800.00	Up to 2.50%	\$22,800.00	2.50%	\$866,400.00	95.00%	\$912,000.00
B. B - Participate in Federally Funded Runway 3/21 Rehabilitation Design	\$11,789.00	Up to 2.50%	\$11,790.00	2.50%	\$448,000.00	95.00%	\$471,579.00
TOTALS	\$34,589.00		\$34,590.00		\$1,314,400.00		\$1,383,579.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

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

II. DURATION

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

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

- 1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:
 - a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
 - b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
 - c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1a**.

- 2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.
 - a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
 - b. Unauthorized Modifications.** Except as described in **§2a**., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

- 3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2**), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

STATE CONTROLLER

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

STATE CONTROLLER

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

STATE CONTROLLER

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) **"State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; (g) **"State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) **"State Records"** means any and all State data, information, and records, regardless of physical form; (j) **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **"Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



CITY OF CORTEZ
 123 ROGER SMITH AVENUE
 CORTEZ, CO 81321

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: July 9, 2024

RE: **Contract for Colorado Department of Transportation (CDOT) Roadway Funding and City Transportation Engineering**

DISCUSSION

City staff prepared a request for proposal (RFP) for engineering services. The project was advertised on BidNet, in the Cortez Journal, and on the City's website. Over 400 potential vendors saw the listing, of which 84 downloaded the RFP. Three firms had follow-up questions and two responsive submissions meeting schedule and budget requirements were received. The proposals were evaluated by a panel of City staff, summarized below:

Engineer's Budget		Within Budget	Within Schedule	Avg. Score
Bohannon-Huston, Inc.	\$140,000.00	Yes	Yes	73.33
Jones & DeMille Engineering, Inc.	\$139,675.00	Yes	Yes	84.67
	\$139,868.00	Yes	Yes	

City staff scored Jones & DeMille Engineering, Inc., higher than Bohannon-Huston, Inc., due to its significantly clearer work strategy and superior proposed data collection methods. Jones & DeMille also proposed additional services that will further benefit the scope of work as defined in the RFP.

Council will consider awarding a contract for professional engineering services. These services will include preparing scope and cost estimates for the CDOT- long-range call for projects at the August 8th Transportation Planning Region (TPR) meeting. This will allow the City to provide project suggestions to CDOT for funding consideration. The selected firm will also perform transportation engineering for City streets and sidewalks in the form of a Transportation Master Plan (TMP). This work will guide project selection and project design for Public Works to improve the City's transportation network in line with community goals, independent from state and federal direction.

BACKGROUND

CDOT's long-range planning cycle allows a call for projects once every five years. Projects admitted in the current cycle generally receive funding for construction by 2050. Once projects are accepted, project timelines can be accelerated with additional state and federal funding. The City is currently pursuing grants to assist improvements on CDOT highways within the City limits to increase safety and efficiency for the traveling public. Scopes of work and cost estimates must first be accepted in the CDOT long-range planning cycle. City staff suggests contracting an engineering consulting firm to provide these deliverables in time enough to present to CDOT for the 2024 call for projects.

Public Works staff also suggests the creation of a TMP that will include prioritized transportation infrastructure recommendations intended to improve safety, functionality, and reduce traffic delays. It will also serve as

guidance in project design and selection for transportation improvements. The expertise of a firm familiar with small rural communities is critical in order to provide affordable and effective maintenance and improvement programs for transportation infrastructure, without compromising community values. The documents produced by this firm will serve as the backbone of an effort by Public Works to rehabilitate roads and streets within the next ten years and create a long-term maintenance plan to keep transportation functioning.

FISCAL IMPACT

\$140,000 is available in the 2024 Street Improvement Fund for this work.

RECOMMENDATION

Staff recommends that Council award the contract for professional engineering services for CDOT Roadway Funding and City Transportation Engineering to Jones & DeMille Engineering, Inc., due to its more qualified proposal and higher evaluated average score, and authorize City Manager Drew Sanders to negotiate and sign the contract.

MOTION

If agreed upon by the City Council, a possible motion would be: I make the motion that City Council award the CDOT Roadway Funding and City Transportation Engineering Contract to Jones & DeMille Engineering, Inc., at its proposal price of \$139,868.00, and authorize City Manager Drew Sanders to negotiate and sign the contract.

Attachments

RFP Evaluation by City Staff

BID OPENING FORM (RFP Review)

DATE: June 4, 2024 TIME: 5:00 PM

NAME OF BID: 2024 RAISE Scoping & Transportation Master Planning

OPENED BY: Kevin Kissler

WITNESS: Keith Moore Ian Robinson

PRESENT: Kevin Kissler

Keith Moore

Ian Robinson

BIDDERS:

<u>Bobanna Huston</u>	<u>\$ 139,675.00</u>	<u>\$</u>	<u>\$</u>
<u>Jones & BeMille Engineering</u>	<u>\$ 139,868.00</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Shortlist Handout

Traffic Engineering Design - Potential Design Firm Evaluation



Design Firm Name

Evaluation Criteria

	Bohannon Houston	Jones & Demille Engineering			
Qualifications	20	20			
Work Strategy	10	20			
Ability to Furnish Professional Services	20	18			
Anticipated Design Concept	15	20			
Alternative Methods of Approach for Furnishing Professional Services	10	10			
Total Score					
	Out of 100	Out of 100	Out of 100	Out of 100	Out of 100
Ranking	75	88			

Scoring

Rating Standards

Score	Rating	Definition
20	Exceptional	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives.
15	Good	The proposal demonstrates a sound approach which is expected to exceed all requirements and objectives.
10	Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and objectives.
5	Marginal	The proposal demonstrates an approach which may not meet all of the requirements of the solicitation.
0	Unacceptable	The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives.

Notes: Final evaluation criteria may not be required due to number of proposals received

Shortlist Handout

Traffic Engineering Design - Potential Design Firm Evaluation



Design Firm Name

Evaluation Criteria

Scoring

	Dohannan Houston (BHI)	Jones + DeMille Eng. (JDE)			
Qualifications	20	15			
Work Strategy	10	20			
Ability to Furnish Professional Services	20	15			
Anticipated Design Concept	10	20			
Alternative Methods of Approach for Furnishing Professional Services	10	15			
Total Score	70	85			
	Out of 100	Out of 100	Out of 100	Out of 100	Out of 100
Ranking	2nd	1st			

Rating Standards

Score	Rating	Definition
20	Exceptional	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives.
15	Good	The proposal demonstrates a sound approach which is expected to exceed all requirements and objectives.
10	Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and objectives.
5	Marginal	The proposal demonstrates an approach which may not meet all of the requirements of the solicitation.
0	Unacceptable	The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives.

Notes: JDE's proposal showed a much clearer work strategy
 JDE's data collection + additional services benefits the scope
 of work much more than BHI's.

Shortlist Handout

Traffic Engineering Design - Potential Design Firm Evaluation



Design Firm Name

Evaluation Criteria

	BH	JD			
Qualifications	10	10			
Work Strategy	8	9			
Ability to Furnish Professional Services	9	9			
Anticipated Design Concept	8	10			
Alternative Methods of Approach for Furnishing Professional Services	-	-			
Total Score					
	Out of 100	Out of 100	Out of 100	Out of 100	Out of 100
Ranking	2	1			

Scoring

Rating Standards

Score	Rating	Definition
20	Exceptional	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives.
15	Good	The proposal demonstrates a sound approach which is expected to exceed all requirements and objectives.
10	Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and objectives.
5	Marginal	The proposal demonstrates an approach which may not meet all of the requirements of the solicitation.
0	Unacceptable	The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives.

Notes:

	Bohannan Huston	Jones & DeMille
total cost	\$139,675.00	\$139,868.00
within budget	Y	Y
within schedule	Y	Y
average reviewed score	73.33	84.67
Reviewer #1	75.00	88.00
Reviewer #2	70.00	85.00
Reviewer #3	75.00	81.00



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:

Date: July 9, 2024

RE: 2024 Chip and Friction Seal Project Bid Award

DISCUSSION

Public Works has been working on a strategy to replace and repair failing roadways in the City. As part of that strategy, roadways will be reconditioned or replaced with treatments appropriate for the expected remaining service life of that road. Consideration is also given to the speed and volume of each roadway to ensure that a cost-effective solution is provided. As part of this plan, the northern part of Empire Street, from Hwy 145 west to Mildred Road, was improved with a mill and fill last year. The southern portion of Empire Street, due to aging waterlines beneath, will be reconditioned with a surface treatment. This same treatment will be applied to other roadways that are good candidates to receive this type of resurfacing.

City staff prepared bid documents for chip sealing, friction sealing, and roadway striping for primary roadways within the City. The project was advertised on BidNet, in the Cortez Journal, and on the City's website. Over 400 potential vendors saw the listing, of which 14 downloaded bid documents and two vendors picked up hard copies from the Public Works Department. One partial bid was received for the friction seal portion of the project. The entire project was budgeted for \$663,000.00. The engineer's estimate for the friction seal portion was \$393,150.00. The bid received from Specialty Applicators LLC for the friction seal portion was \$300,855.00.

BACKGROUND

Empire, Seventh, Sligo, Cactus, and Chestnut Streets are among the more traveled roads according to a traffic analysis performed by City engineering staff. These roads are also among the more deteriorated according to roadway condition data collected by Public Works street crews and engineering staff. Based on the amount of travel and existing condition of the roads, the City Engineer recommends applying friction seal to portions of these roadways to maintain and improve their current serviceability.

FISCAL IMPACT

There are monies available in the 2024 Street Improvement Fund to perform this work.

RECOMMENDATION

The bid received was provided by the same contractor typically used by Montezuma County to perform this type of work. Since this contractor will already be in the area, it is able to provide a competitive price despite the lack of competing bids. At this time of year, advertisements for asphalt resurfacing work will likely not get a better response, if any at all. Therefore, staff recommends that Council accept the bid and award the contract for friction seal portion of this project to Specialty Applicators LLC at its bid price of \$300,855.00.

MOTION

If agreed upon by the City Council, a possible motion would be: I move that the City of Cortez accept the bid and award the contract for 2024 Chip and Friction Seal Project to Specialty Applicators LLC at its bid price of \$300,855.00, and authorize City Manager to negotiate and sign the contract.

Attachments

Bid from Speciality Applicators



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

BID FORM

Wednesday, June 26, 2024
3:00 p.m.

2024 CHIP & FRICTION SEAL PROJECT – PW-24-03-S
BID FORM

TO WHOM IT MAY CONCERN:

The undersigned hereby states that they have examined all contract documents, including the contract manual, the City of Cortez Construction Design Standards, and the contract drawings, and is familiar with the requirements of the project; acknowledges that the bidder has reviewed the site and has examined all data available; has accepted the provisions required by the Instructions to Bidders; and has acknowledged on this Bid Form receipt of all addenda (if any).

The bidder also agrees to hold the bid open for a period of thirty (30) days from the bid opening date and accepts all requirements of the contract documents. The selected bidder will enter into and execute a contract within fifteen (15) days of the Notice of Award and furnish the required Payment Bond, Performance Bond, and Certificate of Insurance within that fifteen (15) day time period.

The bidder is aware that completion of the contract within the time allowed is of the essence to the City and the work needs to be completed within ONE HUNDRED AND TWENTY (120) calendar days from the Notice to Proceed. Liquidated damages shall be paid to the City at a rate of \$300.00 per day for each and every calendar day the project remains unfinished.

Specialty Applicators, LLC

Bidder

BIDDER ACKNOWLEDGMENT OF ADDENDA:

Addendum #1: N/A

Addendum #2: N/A

Addendum #3: N/A

Phone: 970-565-7320

www.cortezco.gov

Fax: 970-565-8356

2024 CHIP & FRICTION SEAL PROJECT – PW-24-03-S
BID FORM

The bids are to include compensation for all materials, labor, equipment, and other necessary items to complete the work described in these documents. The following bid items are to include compensation for other particular items pertinent to the project, but not listed separately as a bid item. **All quantities are estimates and the actual final quantities will be field-measured and agreed to for final payment.** The City reserves the right to add to or delete from the quantities shown in the bid form. The City will provide utility conflict relocations as required.

ITEM #	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID ITEM AMOUNT
1.1	Mobilization & General Conditions	1	LS	\$12,000.00	\$12,000.00
1.2	Construction Surveying & On-Site Grade Checking	1	LS	NO BID	NO BID
1.3	Storm Water Management / Erosion Control & Temp. Facilities	1	LS	NO BID	NO BID
1.4	Traffic Control Management	120	DAY		
1.5	Hydro-Vac & Potholing - For Extra Items or Information	5	HOUR	NO BID	NO BID
2	<u>SCHEDULE A: PATCHING & SEALING</u>				
2.1	Crack seal large cracks ($\geq 1/4"$) before Schedule C	30,000	LF	NO BID	NO BID
2.2	Fill potholes before Schedule C - Compacted HMA	30	TON	NO BID	NO BID
3	<u>SCHEDULE B: CHIP SEAL</u>				
3.1	Emulsified asphalt(CRS-2P)for Chip Seal Emulsion on (Type 1 3/8") Asphalt Surfaces Emulsion Shot Rate Gal/SY .36-.42 (undiluted) Top layer of chips	7,250	GAL	NO BID	NO BID
3.2	Cover Coat Aggregate (Type I) (3/8") for Single Chip Seal Cover Coat Top Layer. Rate aggregate lbs/SY 23-27	16,750	SY	NO BID	NO BID
3.3	Fog seal. .11 Gals/SY (Diluted) 3 parts emulsified to 2 parts water	2,000	GAL	NO BID	NO BID
4	<u>SCHEDULE C: FRICTION SEAL</u>				
4.1	Apply a <i>Medium</i> Coat of Modified Sealer Binder Emulsion - See Plans for Locations (2:1 Gilsonite modified asphalt emulsion)	27,500	SY	\$3.22	\$88,500.00
4.2	Apply a <i>Heavy</i> Coat of Modified Sealer Binder Emulsion with Fine Aggregate - See Plans for Locations (1:1 Gilsonite modified asphalt emulsion)	48,500	SY	\$4.13	\$200,305.00
5	<u>SCHEDULE D: STRIPING & SIGNAGE</u>				
5.1	Pavement Marking: White w/ Glass Bead, CDOT Approved Application Rate - See Plans for Locations & Geometry	530	GAL	NO BID	NO BID

5.2	Pavement Marking: Yellow w/ Glass Bead, CDOT Approved Application Rate - See Plans for Locations & Geometry	225	GAL	NO BID	NO BID here
5.3	Pavement Marking: Green Bike Crossing - See Plans for Locations & Geometry	5	GAL	NO BID	NO BID
5.4	Procure and install new signage; include new base unless otherwise noted in plans - See Plans for Locations	4	EA	NO BID	NO BID

Total Bid Price (In Figures): \$ 300,855.00

Total Bid Price (In Words): \$ Three Hundred Thousand-Eight Hundred Fifty-Five Dollars and No Cents.

2024 CHIP & FRICTION SEAL PROJECT – PW-24-03-S
BID FORM

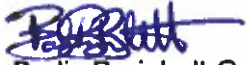
All Bids must be submitted on forms supplied by the City of Cortez and shall be subject to all requirements of the Contract Documents, including the Drawings, and the INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

Bid Documents including the Bid, the Bid Guaranty and the Statement of the Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and the date and time of bid opening in order to guard against premature opening of the Bid.

The bidder submits with this bid proposal a bid bond on the bid bond form provided in these specifications, or a certified check payable to the City of Cortez, for not less than five percent (5%) of the total amount of the bid. It is agreed said amount shall be retained as liquidated damages for the delay and extra expense caused the City if the undersigned fails to execute the contract and furnish all documents, provisions, and arrangements required by the Contract Documents. The bidder acknowledges that all site work preparation, removal, and replacement of incidental items as noted on the attached plans should be included in the bid submittal.

Respectfully submitted, (PLEASE TYPE OR PRINT)

Specialty Applicators, LLC
Company Name
1812 West Sunset Blvd.#1-538
Mailing Address
St George, UT 84770
City, State, Zip
bodin@specialtyapplicators.com
Email Address


Bodin Breinholt-General Manager
Authorized Representative
435-705-1706
Phone
N/A
Fax

BID BOND

STATE OF COLORADO
COUNTY OF MONTEZUMA

KNOW ALL MEN BY THESE PRESENTS, THAT Specialty Applicators, LLC., hereinafter called the Principal, and The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire, hereinafter called the Surety, are held and firmly bound unto the City of Cortez, Colorado, hereinafter called the Obligee, in the sum of 5% of the total amount bid Dollars (\$ 5%) for the payment of which sum well and truly to be made, the said Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, **the condition of the above obligation is such that whereas the Obligee has submitted to a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the PW-24-03-S – Chip and Friction Seal Project, jointly and severally, firmly by these presents:**

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

that this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 26th day of June, 2024, A.D.

PRINCIPAL Specialty Applicators, LLC. (seal)

By [Signature] Attest [Signature]
Title General Manager Title Witness

SURETY The Ohio Casualty Insurance Company (seal)

By [Signature] Attest [Signature]
Title Attorney-in-Fact Title Witness





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209969-992384

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa M. Battista; Ryan Gumbita; Christopher D. Kolger; Joseph Perschy; Aaron M. Steffy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

Vern Knuckles
Chief of Police
608 N. Park Street
Cortez, CO. 81321
vknuckles@cortezco.gov

Memorandum

To: CORTEZ CITY COUNCIL

From: Lori Millich, Administrative Secretary/Police

Date: 06/26/2024

RE: Cortez Police Department MDT (Mobile Data Terminal) Project

DISCUSSION

In March 2023, the Cortez Police Department applied for and received the Edward Byrne Memorial Assistance Grant (JAG) in the amount of \$234,990.00 to purchase and install 34 MDTs in the Police Departments fleet, to include eForceD Silent Dispatch software for all users and AT&T data cards for internet connectivity for all users. The City of Cortez put out a Request for Proposal and received three responses. Two were accepted and one was rejected due to an incomplete submission. The three vendors and their bids are:

TKK Electronics from Milwaukee, Wisconsin for \$209,223.07

MHQ West of Albuquerque, New Mexico for \$212,521.54

Southern Computer Warehouse, Inc. from Marietta, Georgia for \$152,470.53 (not accepted - incomplete submission).

The City of Cortez assembled a panel of four city employees to review the bids and select a preferred vendor. The panel selected MHQ West of New Mexico for the following reasons.

Both vendors will travel to Cortez to install the MDTs. However, TKK Electronics uses a third party for installing while MHQ installs the MDTs themselves. MHQ will travel to Cortez to provide warranty work, while it was not specifically stated how TKK would perform their warranty work. MHQ is the vendor currently installing the emergency equipment in our 2024 police vehicles. Using MHQ provides consistency with one installer.

City staff has personally seen the work MHQ does installing emergency equipment and MDTs, and it is quality work. City staff is unsure of the quality of work that the TKK Electronics third party contractor does as we have not seen it.

Although MHQs bid is higher than TKKs bid, the panel members felt strongly that MHQ should be recommended as the preferred vendor for the above-mentioned reasons.

BACKGROUND

Despite the increasing use of digital technology and other tools by society, the Cortez Police Department lacks the essential ability to capitalize on this abundant technology in its day-to-day duties. Mobile Data Terminals (MDTs) would provide this technology to officers in their vehicles which is crucial for keeping up with industry standards and effective law enforcement in our community.

Serving a rural city of approximately 9,000 residents and handling calls for service exceeding 25,000 annually, the department faces significant challenges. The rise in digital crime over the past two decades necessitates quick

access to and analysis of information, which MDTs facilitate. These terminals enable real-time intelligence sharing, access to databases like CCIC and NCIC in the field, and on-the-spot suspect assessment, improving crime prevention and response.

Although the department has adopted various technologies, including in-field fingerprint scanners, GPS apps, body cameras, and records management systems, the absence of MDTs hampers its effectiveness. MDTs unify these tools, enhancing communication, securing sensitive information, and streamlining data analysis.

MDTs will improve intervention tactics, safety, accountability, and data management, ultimately keeping officers in the field effective and efficient.

FISCAL IMPACT

Fiscal impacts are minimal starting in year two.

The costs to purchase and install the MDTs, software, and data cards are all covered in the \$234,990.00 grant amount. There is no funding match required by the City. However, eForce Silent Dispatch licenses for all users will need to be funded through budget allocations starting year 2 (2025), and AT&T data cards will need to be funded through budget allocation starting year 2 (2025.)

Costs for eForce Silent Dispatch in Year 2 = \$2,994.75. Years 3+ will be based on year 2 fees plus 3% annually.

Costs for AT&T Data Cards in Year 2+ = \$15,014.40 annually.

RECOMMENDATION

Staff recommends that Council accept the bid from MHQ West of Albuquerque, New Mexico, and authorize the expenditure of \$234,990.00 of City funds to purchase and install 34 MDTs, eForce Silent Dispatch software for each user, and AT&T data cards of each user; to be reimbursed by the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2022-DJ-23-01-23-1 / Cortez MDT Project grant award.

MOTION

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

I move that Council accept the bid from MHQ West of Albuquerque, New Mexico, and authorize the expenditure of \$234,990.00 of City funds to purchase and install 34 MDTs, eForce Silent Dispatch software for each user, and AT&T data cards of each user; to be reimbursed by the Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2022-DJ-23-01-23-1 / Cortez MDT Project grant award.

Attachments

FirstNet
eForce
TKK
MHQ
Grant



FirstNet Service Proposal for:
Cortez Police Department

Prepared by: Ryan Hamilton
 Client Solutions Executive
rh794y@att.com
 720-409-9046

FirstNet MONTHLY SERVICE CHARGES			
MOBILITY SERVICES			
	SERVICE	COST	TOTAL
34	FirstNet Unlimited Data Aircard, Mifi Laptop, Hotspot	\$36.80	\$1,251.20
			\$0.00
TOTAL			\$1,251.20

FirstNet ACTIVATION CREDITS			
ONE-TIME CREDITS			
QTY	CREDIT DESCRIPTION	CREDIT	TOTAL
			\$0.00
TOTAL			\$0.00

FirstNet DEVICE CHARGES			
ONE-TIME CHARGES			
QTY	DESCRIPTION	COST	TOTAL
34	FirstNet SIM Card	\$0.00	\$0.00
TOTAL			\$0.00

PRICES DO NOT INCLUDE TAXES, SURCHARGES OR REGULATORY FEES
 Credits will appear after 2-3 billing cycles
 ATT PROPRIETARY: This estimate is for use by authorized parties only and is not for general distribution



168 N. Gateway Drive, Providence, UT 84332

Cortez Police Department

QUOTE

Date: 3/1/24

To: **Vernon Knuckles**

608 North Park Street
Cortez, CO 81321

Summary

	Total:	\$19,965.00
--	---------------	--------------------

Quantity	Product
1	Mobile Implementation Includes several services necessary for contract fulfillment.
30	Mobile Silent Dispatch User Silent Dispatch user license for the EFORCE Mobile application. Includes: CAD View, reports, and rolodex.
\$19,965.00	

Total \$19,965.00

2nd Year Forward: Annual License and Support Fee Base	\$2,994.75
Annual License and Support Fees for year 2. Years 3+ will be based year 2 fees + a 3% annual increase.	

Terms and Conditions

Acceptance of this Quote ("Acceptance") is indicated by any or all of the following actions: Customer signature on Quote, Customer issuance of purchase order for Licensed Product(s) or custom deliverable(s) ("Quoted Deliverables"), written promise to pay transmitted via email and duly acknowledged, or payment for Quoted Deliverables.



168 N. Gateway Drive, Providence, UT 84332

The Agreement previously executed between Customer and Intellichoice governs this Quote which acts to amend the Agreement with the Acceptance of the Quote. The Quote becomes a part of Schedule 1 of the Agreement and attached thereto and made a part thereof by this reference.

If the quoted Licensed Product *type* or custom deliverable are listed on Schedule 1 of the existing Agreement, then the Annual License and Support Fees for Subsequent Years adopt the Renewal Date set forth in the Agreement. If the Quoted Deliverables are not on Schedule 1 of the existing Agreement, then the Quote date is made the Effective Date for the Quoted Deliverables herein and generates a new Renewal Date for the associated Annual License and Support Fees for the Quoted Deliverables as defined in the Agreement.

Accepted By: _____ Date: _____



TKK ELECTRONICS

117 W Walker St, #24,
Milwaukee, WI 53204
Phone: 414-326-9566 Fax: 414-672-2815

31 Panasonic FZ-55 & 33 Gamber Johnson Set Ups




Number: **9098**

Date: **03/28/2024**

Quote prepared for: **Vernon Knuckles**

Bill To:
Vernon Knuckles
City of Cortez
608 N. Park St.
Cortez, CO 81321
Phone: (970)565-8441
Email: vknuckles@cortezco.gov

Ship To:
Vernon Knuckles
City of Cortez
608 N. Park St.
Cortez, CO 81321

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*1	Panasonic FZ-55		Public Sector Specific, Win11 Pro, Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, USB-C, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support Mfr: PANASONIC UNSPSC : 43211503	\$ 3,263.31	31	\$ 101,162.61
*2	FZ-55 Vehicle Mounting		PANASONIC: Customer Specific - City of Cortez - FZ55 Vehicle Kit - Includes vehicle-specific base, adjustable pole, heavy-duty support brace, swing arm, FZ55 RF docking station with dual RF pass-thru, roof mount antenna (1x Cell/LTE, 1x GNSS), installation plate with FZ55 DC power supply and VPDU (Vehicle Power Distribution Unit), and an installation kit. Shipping and kitting by vehicle are included. The price is per kit. Mfr:	\$ 3,200.00	33	\$ 105,600.00
*3	Install Services		BASIC ONSITE LABOR SOLUTION INCLUDE VEHICLE INSTALL/MNGT - TAA Compliance The solution includes onsite vehicle installation, assuming access to at least six vehicles per day per technician. All T&E and project management are included in the SKU. Materials are to be provided by the customer or purchased via another Panasonic number. A basic installation kit (loom, zip ties, etc.) is provided in the part number. Pricing is per installation/vehicle. Mfr: PANASONIC UNSPSC : 81111812	\$ 487.00	33	\$ 16,071.00
3 item(s)						
				Sub-Total		\$ 222,833.61
				Tax @ 0%		\$ 0.00
				Freight		\$ 0.00
				Total		\$ 222,833.61

(*) Tax exempted Part(s)

Quote Valid Until: 04/20/2024

Payment Details

Pay by: Company PO
Payment Term Due upon Receipt

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

Terms and Conditions

This Quote is valid for 30 days from the issue date and is subject to availability, unless otherwise noted above. Standard payment terms are Due Upon Receipt (NET 5 DAYS), unless otherwise noted above.

These prices do NOT include any other items such as applicable taxes, insurance, shipping, delivery, setup fees, installation or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

All "Not in Stock" rugged/semi-rugged systems and accessories are built to order. Due to the restrictions set by the USA distributor & MFGs, rugged/semi-rugged devices/systems and accessories may NOT be returned under any circumstances. All non-rugged/non-semi-rugged devices/systems and accessories returns must include an RMA. A 25% - 30% restocking fee will be charged for ALL returns.

To order:

Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a Purchase Order and/or a signed copy of this sales quote. This document, when signed, will be used as the official Purchase Order. Your signature is an agreement to purchase and acceptance of TKK Electronics terms and conditions. This document, when signed, is an official Purchase Order.

Prepared by: **Stacey Naumczik**

Email: stacey@tkkelectronics.com

Phone: **414-326-9566**



TKK ELECTRONICS
117 W Walker St, #24,
Milwaukee, WI 53204
Phone: 414-326-9566 Fax: 414-672-2815

31 Panasonic FZ-55 & 33
Gamber Johnson Set Ups

Number: **9098**

Date: **03/28/2024**

Quote prepared for: **Vernon Knuckles**

X Please sign and Date to approve this quote and terms

PO Number

Prepared by: **Stacey Naumczik**

Email: stacey@tkkelectronics.com

Phone: **414-326-9566**

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
1/23/2024	17845
This quote expires in 90 days	

Name / Address
City of Cortez 210 E Main St Cortez, CO 81321

Ship To
Cortez Police Department Attn: Lori Oliver 608 N. Park Street Cortez, CO 81321

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	clarsen@mhqnm.com	www.mhqwest.com	Computer Dock Inst...

Item	Mfg.	Description	Qty	Price	Total
5980366		Chief of Police Contact Name:Vernon Knuckles Contact Number: 970-565-8441 Contact E-mail:vkuckles@cortezco.gov			
		Computers, Docks and Printers			
4166448		GETAC : B360,i5-10210U, W/ Webcam,WIN10 Pro,16GB,256GB PCIe SSD,SR Full HD LCD 1400 nits +TS+Hard tip stylus,Membrane Backlit KBD,Wifi+BT+4GLTE (EM7511) w/ integrated GPS/Glonass+ Passthru,RS232 + VGA,Smart Cd Rdr, RJ45, HDMI.	34	4,057.20	137,944.80
DS-GTC-1202-3	Havis	GETAC : Bumper-to-Bumper + Extended Warranty - Tablet (Year 1,2,3,4 & 5) Docking Station With Triple Pass-Through Antenna Connections And Power Supply For Getac B360 And B360 Pro Laptops	34	525.00	17,850.00
Labor NM	MHQ of Ne...	***Labor, Shop Supp and Trip*** Installation Labor	200	115.00	23,000.00T
Trip Fee		Trip Fee	1	2,200.00	2,200.00
SHOP SUPPLIES L...	MHQ of Ne...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	1,500.00	1,500.00
Shipping		Shipping	1	200.00	200.00
		Unit 400 And 401 19 Durango Stock			

Subtotal
Sales Tax (7.75%)
Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
1/23/2024	17845
This quote expires in 90 days	

Name / Address
City of Cortez 210 E Main St Cortez, CO 81321

Ship To
Cortez Police Department Attn: Lori Oliver 608 N. Park Street Cortez, CO 81321

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	clarsen@mhqnm.com	www.mhqwest.com	Computer Dock Inst...

Item	Mfg.	Description	Qty	Price	Total
PKG-PSM-145	Havis	2011-2022 Dodge Durango Standard Passenger Side Mount Package Unit 402,403,404 and 406	2	253.30	506.60
C-MD-112	Havis	19 Ram 1500 Troy New Design Swing Arm With Motion Adapter.	4	279.26	1,117.04
C-HDM-204	Havis	8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	4	153.53	614.12
PKG-PSM-185	Havis	Unit 405 21 F-150 Stock 2015-2022 Ford F150 Standard Passenger Side Mount Package	1	307.59	307.59
PKG-PSM-1002		Unit 466 and 473 09/10 Explorer Stock Standard Pedestal Mount Package Universal	2	268.02	536.04
C-MD-112	Havis	Unit 474,475,476,478 and 486 11/12/16 Explorer Havis New Design Swing Arm WITH Motion Adapter.	5	279.26	1,396.30
C-HDM-204	Havis	8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	5	153.53	767.65
PKG-PSM-1002		Unit 477 11 Ranger Stock Standard Pedestal Mount Package Universal	1	268.02	268.02

Subtotal
Sales Tax (7.75%)
Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
1/23/2024	17845
This quote expires in 90 days	

Name / Address
City of Cortez 210 E Main St Cortez, CO 81321

Ship To
Cortez Police Department Attn: Lori Oliver 608 N. Park Street Cortez, CO 81321

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	clarsen@mhqnm.com	www.mhqwest.com	Computer Dock Inst...

Item	Mfg.	Description	Qty	Price	Total
C-MD-112	Havis	Unit 480,482,483,487,488,489 13/14/16 F-150 Havis New Design Swing Arm WITH Motion Adapter.	6	279.26	1,675.56
C-HDM-204	Havis	8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	6	153.53	921.18
C-MD-112	Havis	Unit 491,495,497,498 16/17/18 Ram Havis New Design Swing Arm WITH Motion Adapter.	4	279.26	1,117.04
C-HDM-204	Havis	8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	4	153.53	614.12
PKG-PSM-145	Havis	Unit 492 and 493 17 Wrangler/Cherokee Stock 2011-2022 Jeep Grand Cherokee Standard Passenger Side Mount Package	1	253.30	253.30
PKG-PSM-1002		Standard Pedestal Mount Package Universal	1	268.02	268.02
PKG-PSM-145	Havis	Unit 494 17 Durango Jotto 2011-2022 Dodge Durango Standard Passenger Side Mount Package	1	253.30	253.30
PKG-PSM-1003	Havis	Unit 407,408,409,410,411,412 23 Tahoe N/A Standard Pedestal Mount Package For 2021-2023 Chevrolet Tahoe MSRP \$391.38 State Contract 30% = \$273.97	6	273.97	1,643.82

Subtotal	\$225,692.20
Sales Tax (7.75%)	\$1,782.50
Total	\$227,474.70

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2022-DJ-23-01-23-1
Grantee City of Cortez	Federal Unique Entity Identifier (UEI) DLCDXTPBKBM7
	Is this Award for Research and Development (R&D)? NO
Grant Issuance Date (Start Date) June 1, 2024	Grant Expiration Date (End Date) May 31, 2025
Grant Amount Federal Award #15PBJA-22-GG-00660-MUMU: \$234,990 Total Grant Funds Awarded: \$234,990	Local Match Amount Federal Award #15PBJA-22-GG-00660-MUMU: \$0
	Total Match Required: \$0
	Total Grantee Match Required: 0%
Agreement Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507 and the following Federal Statute:	Grant Description The Cortez Police Department will install the keystone of digital police technology, Mobile Data Terminals, into patrol and detective vehicles. The portable hub aids Police to respond swiftly and proactively while maximizing their focus, presence and accessibility on the street, on the spot, rather than at a door or desk. It allows them to collate critical detail and allies at incident calls or traffic stops, be safer with improved alerting and more accountable via onsite logging. Cortez PD believes this meets JAG priorities for augmenting local crime analytics and diagnostic arsenal, reducing resource redundancy, better efficacy in the field and with public need, takes a multifaceted tack to crime deterrence and response, and raises trust with the citizens on the work Cortez police is performing.
Grant Purpose The purpose of the Edward Byrne Memorial Justice Assistance Grant Program, offered through the Bureau of Justice Assistance (BJA), is to promote working partnerships between federal, state, and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The Justice Assistance Grant (JAG) Board selected grantee for award after a public announcement of available funds and competitive solicitation.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. 7. Exhibit F, Federal Requirements. <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit F, Federal Requirements. 2. Exhibit C, Special Conditions. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit B, Grant Requirements. 	

Grantee: Cortez Police Department
 Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

- | |
|---|
| 5. Exhibit D, Statement of Work.
6. Exhibit E, Budget. |
|---|

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs, Bureau of Justice Assistance
Grant Program	Justice Assistance Grant
CFDA	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Award Number(s)	15PBJA-22-GG-00660-MUMU
Federal Award Date	09/16/2022
Federal Award End Date *	09/30/2025
Federal Statutory Authority	This project is supported under FY22 (BJA-JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$3,422,661

* The Federal Award End Date is current at the time of this award. All federal funds are subject to availability as described in §2 and §5 below.

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">GRANTEE City of Cortez</p> <p>DocuSigned by: <i>Drew Sanders</i> <small>182CA60BE5A54B4...</small></p> <hr/> <p style="text-align: center;">By: Drew Sanders, City Manager City of Cortez</p> <p style="text-align: right;">Date: <u>06/17/2024 10:42:34 AM CDT</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director</p> <p>DocuSigned by: <i>Matthew M. Lunn, PhD</i> <small>8C8341EFA6124C4...</small></p> <hr/> <p style="text-align: center;">By: Division of Criminal Justice Matthew M. Lunn, Ph.D., Director</p> <p style="text-align: right;">Date: <u>06/17/2024 9:00:54 AM PDT</u></p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Lyndsay Clelland</i> <small>363D68D603E0405</small></p> <hr/> <p style="text-align: center;">By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice</p> <p style="text-align: right;">Effective Date: <u>06/17/2024 11:01:28 AM MDT</u></p>	

TABLE OF CONTENTS

COVER PAGE	1
FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD	2
SIGNATURE PAGE	3
TABLE OF CONTENTS	4
1. GRANT	4
2. TERM	4
3. DEFINITIONS	5
4. STATEMENT OF WORK	8
5. PAYMENTS TO GRANTEE	8
6. REPORTING - NOTIFICATION	9
7. GRANTEE RECORDS	9
8. CONFIDENTIAL INFORMATION-STATE RECORDS	10
9. CONFLICTS OF INTEREST	11
10. INSURANCE	12
11. REMEDIES	12
12. DISPUTE RESOLUTION	12
13. NOTICES AND REPRESENTATIVES	12
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	12
15. GOVERNMENTAL IMMUNITY	12
16. GENERAL PROVISIONS	13
EXHIBIT A1, SAMPLE OPTION LETTER	1
EXHIBIT A2, GRANT FUNDING CHANGE LETTER	1
EXHIBIT B, GRANT REQUIREMENTS	1
EXHIBIT C, SPECIAL CONDITIONS	1
EXHIBIT D, STATEMENT OF WORK	1
EXHIBIT E, BUDGET	1
EXHIBIT F, FEDERAL REQUIREMENTS	1

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM**A. Initial Grant Term and Extension**

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

Grantee: Cortez Police Department
 Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.
- B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. See Federal Award(s) Applicable to this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- CC. **“Subgrantee”** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- DD. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

GG. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. **“Work Product”** does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E** and **Exhibit F**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit F**. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee.

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives written approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee in accordance with the Uniform Guidance, and other State procedure.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantee and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subgrantees or Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

Grantee: Cortez Police Department
 Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	Agreement Performance Beginning Date Month Day, Year
Total for All State Fiscal Years \$0.00	Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p>By: _____ Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</p> <p style="text-align: center;">Option Effective Date: _____</p>
---	---

Grantee: Cortez Police Department
 Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §Insert Section Number of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p>_____ By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Grant Funding Change Letter Effective Date: _____</p>

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier. Failure to do

B. REPORT/AUDIT TYPE:

- I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)
- II. **[NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]** If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:
 1. Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
 2. Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I. does not meet the applicable federal audit or DCJ standards;
- II. is not submitted in a timely manner; or,
- III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

2022 Justice Assistance Grant (JAG) Special Conditions

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: Cortez Police Department

Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

EXHIBIT F, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following federal requirements documents, if checked, are incorporated herein.

2022 Federal Requirements

2022 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

2022 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>

2. Use of Program Income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

3. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

2022 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

https://it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

4. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

5. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/ or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

6. Protection of human research subjects

The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

7. Confidentiality of data

The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

8. The grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

9. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force

2022 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the grantee must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

11. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

12. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

13. Use of funds for DNA testing

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

14. Grantees utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

15. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the grantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient

2022 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

16. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

17. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If grantee uses funds under this award to purchase body armor, the grantee must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The grantee must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

18. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

19. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

20. In accepting this award, the grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and

2022 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

21. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body

22. armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page:<https://nij.ojp.gov/topics/equipment-and-technology/body-armor2>

23. Certification of body armor "mandatory wear" policies

The grantee agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The grantee must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

24. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

25. Reporting requirements

The grantee must submit quarterly Financial Reports (DCJ Form 1-A) and Narrative Reports (DCJ Form 2Q), and a Final Narrative Report (DCJ Form 2F). A Final Financial Report (DCJ Form 1-A), may be required if the final expenditures are not included in the last quarterly financial report. DCJ will compile grantee data and report to OJP. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the grantee must provide data that measure the results of its work. Grantee's failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

EXHIBIT D – STATEMENT OF WORK

Project Summary

The Cortez Police Department will install the keystone of digital police technology, Mobile Data Terminals, into patrol and detective vehicles. The portable hub aids Police to respond swiftly and proactively while maximizing their focus, presence and accessibility on the street, on the spot, rather than at a door or desk. It allows them to collate critical detail and allies at incident calls or traffic stops, be safer with improved alerting and more accountable via onsite logging. Cortez PD believes this meets JAG priorities for augmenting local crime analytics and diagnostic arsenal, reducing resource redundancy, better efficacy in the field and with public need, takes a multifaceted tack to crime deterrence and response, and raises trust with the citizens on the work Cortez police is performing.

Project Plan

Under Police Chief oversight, the project will purchase and install 34 MDT units, for operational service in the daily total of Cortez Police cruisers, and launch efficient training for their immediate application. Besides the (rugged) laptops proper, the purchase includes docking, tailored swingarm and mounting hardware, cabling, mini-printers, and styluses; device software includes core OS, networking applications to integrate the extant programs and RMS, cloud retrieval, dispatch or GPS tracking, secure text recording, and/or other programs as validated by vendor. A training package that focuses on specialized or advanced skill sets for efficient usage, archiving, systems integration or crossover, inter-communication, etc., in the selected product will be required. Based on MDT experience elsewhere and the industry track record of nearly 20 years, dedicated systems instruction is key. The procured training will be delivered virtually to 3 supervisory staff ('train-the-trainer'), who in turn will conduct wholesale departmental training, develop administrative protocols, and provide ongoing technical and advisory support during MDT implementation. Personnel costs for this final component will be covered under Cortez Police budget, in order to reduce requested funding and strengthen internal coherence. By policy, City procurement occurs by competitive bid solicitation and review (to be in line with Colorado Price Agreement guidelines), and the RFP will also ensure provisions for the interoperability of terminals and systems to comply with DOJ's Global Justice Information Sharing Initiative, Global Standards Package (GSP), and related criminal justice regulations. The terminals and support programming will be installed by the contractor or its approved agent—with support and coordination from City IT professionals, fleet mechanics, and police supervisors—over an expected course of 4 months (rotating vehicles to avoid any patrol shortage), with devices “online” for phased practice and mastery within 4 months thereafter. Technical and training procedures will follow concurrently with hardware installations, in order for the MDTs and systems to be integrated and fully deployed within 9 months of project award. Thirty (30) certified officers plus 2 pending will thus be connected via MDT (patrol ordinarily occurs singly per vehicle due to thin workforce and broad 24/7 range of coverage), although during investigation and follow-up assignments officers will pool into pairs or teams to expedite MDT crossover. Grant servicing and quarterly reporting will be supported by City Finance Department staff (which has cumulative managerial experience in federal and state grants of more than 30 years).

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

Two MDT units will be reserved, preliminarily, for station modeling, new hires drilling, and offline piloting with auxiliary digital options in the department, and also serve as backup contingency for vehicles or units unexpectedly incapacitated in the first year. The goal in this respect is to maximize officer proficiency with the devices and explore prospects for additional investigatory or networking features that the systems may support. Anticipated, material outcomes of MDT implementation will include refined policies and procedures for information sharing (public and interjurisdictional), expanded metrics for evaluating incident management in the field and the corollary time that officers are able to engage directly with residents and citizens, improved dispatch or response patterns, pace of investigative completions or resolutions, and number of qualitative opportunities for law-enforcement collaboration with peers, partners, and agency stakeholders. Cortez PD aims to have less crime and better trust with community members: MDTs accounting of field productivity, records of client interaction, cases of synchronized data enabling faster processing, real-time safety monitoring, information networking for anticipatory response or de-escalation of threats, and more, helps pursue that goal. Being well informed and pre-aware, saves lives and shortens the chase. Unimpeded and timely communication is essential for us to strategize and prepare against the disruptions, violence, exploitation, and fear that criminals bring to our community (with their wireless tools); being able to engage as quickly, and as resourcefully and systematically, as the “bad guys” will make police work more successful and rewarding.

The final project phase concentrates on evaluating staff facility and assurance with MDTs, study of related interjurisdictional collaborations and/or data incorporations within patrol and detective work, change patterns in routine stops or incidents, police supervisory assessment (e.g., productivity, technical synergy, etc.), fiscal sustainability and flexibility, and overall workload improvement (e.g., decline in circuit redundancy). Evaluation and project summary will be led by the City’s Grants Administrator and Finance Director. All project targets will be accomplished within 12-18 months. Given a new initiative under the Cortez Police Department to deploy a (new) Public Information Officer role for community alerting, reporting, and program collaboration, the MDT project will gain opportunities for constructive feedback about Police field performance. Simultaneously, specific City initiatives underway in 2023 for (at-risk) south-side residents—including an 11-acre Workforce Housing project, planning grants for improved safety and mobility, a water infrastructure remediation, etc.—can be abetted by the enhanced information-sharing and security tracking that MDTs will afford. The MDT’s proven portability of the internet spectrum as well as confidential law-enforcement exchange will allow the Department to regain the advantage against chronic criminal activity, freshen handiness and directness with local people’s needs and challenges, and help develop even more sophisticated resources for engagement and protection in the community.

Grantee: Cortez Police Department
 Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

Goals & Outcomes

GOAL 1

Goal 1 Elevate and increase police access to timely, accurate information during patrols, interdiction actions, and/or field investigations.

Outcome 1.1

Outcome Procure & install industry-standard mobile data terminals (MDTs) in all Cortez Police vehicle units.

Measurement Number of units (package of hardware, operating systems, software, etc.) installed.

Timeframe June 2024 - December 2024

Outcome 1.2

Outcome Ensure officer competency and facility with digital communication and database tools, and related resources.

Measurement Number of in-service training hours, attendance, and performance verification. Officer self-assessments.

Timeframe June 2024 - December 2024

GOAL 2

Goal 2 Cortez Police Department improves productivity--resolves incidents more efficiently, reduces procedural redundancy or downtime, etc.

Outcome 2.1

Outcome Police staff save time and opportunity intervening with potential victims, criminal situations, and/or perpetrators.

Measurement Pre- and post-assessment of onsite duty hour averages. Tallied logs and reports. MDT timestamps correlated to incident duration. Officer surveys.

Timeframe June 2024 - December 2024

Outcome 2.2

Outcome Higher confidence in police availability and/or services, among staff and citizens involved with public safety.

Measurement Officer and supervisor surveys. Tallied feedback pre- and post-project period. Stakeholder polling.

Grantee: Cortez Police Department
Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

Timeframe	June 2024 - May 2025
Goal 3	
Goal 3	Improved foundational capacity for technological expansion or upgrade
Outcome 3.1	
Outcome	Internal IT performance assessment of deployed hardware & software platforms
Measurement	IT department sampling of data-processing profiles. Surveys on forensic reach or gaps of MDTs. Police supervisor technical surveys.
Timeframe	September 2024 - May 2025

Grantee: Cortez Police Department
 Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

Exhibit E – Budget

Budget Summary Requested/Awarded					
	Grant Funds	Cash Match	In-Kind Match	Match Total	Project Total
Personnel	\$0	\$0	\$0	\$0	\$0
Supplies & Operating	\$ 234,990	\$0	\$0	\$0	\$ 234,990
Travel	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Consultants / Contracts	\$0	\$0	\$0	\$0	\$0
Indirect	\$0	\$0	\$0	\$0	\$0
Total	\$ 234,990	\$0	\$0	\$0	\$ 234,990

Personnel: Budget & Budget Narrative Details													
Position Title	Annual Base Salary	Annual Base Salary to be Paid by Grant Funds	% To be Paid by Grant Funds	Annual Fringe	Annual Fringe to be Paid by Grant Funds	% To be Paid by Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary+ Fringe to be Paid by Grant Funds	OT- Annual Base Salary	OT- Annual Base Salary to be Paid by Grant Funds	OT- Annual Fringe	OT- Annual Fringe to be Paid by Grant Funds	Total to be Paid by Grant Funds (including overtime)
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:													
Personnel Total:	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details		
Budget Item	Amount to be Paid by Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
Mobile Data Terminal unit	\$138,040	The foregoing estimates were derived in 2020-2022 from peer agency consultations and direct inquiries with at least three established, nationally-known MDT system purveyors. Figures were averaged per receipt of samples. (34 @ \$4,060 ea.) The 'terminal proper.' Computer hardware (laptop pro-style) with maximum durability, min. 6GB memory & 4GTLE, including base features: full HD, HDMI, integrated GPS, webcam, LED backlit, point stylus, SIM card reader, etc. Prior research and analyses with peer agencies have demonstrated these key components for a core device--upon which other or subsequent tools may be added.
MDT warranty thru Year 5	\$17,850	(34 @ \$525) Comprehensive extended warranty per package purchase, for 5 yrs. A standard requirement among known high-security vendors to ensure resilience or technical consistency in maintenance & LAN integrity.

Grantee: Cortez Police Department
 Project: Cortez MDT Project

DCJ Grant #: 2022-DJ-23-01-23-1

MDT docking stations	\$30,800	(34 @ \$905.88 rounded) MDT powering source in vehicle; incl. triple pass-thru antenna connections. The docks permit overnight charging/updating as well as in-cycle usage on regular shifts.
PocketJet Bluetooth print	\$24,600	(34 @ \$723.52 rounded) Thermal printer for onsite documentation & receipts. Bluetooth usable with accessory (linked) devices.
PocketJet mounts & base	\$8,600	(34 @ \$130) Printer mounting hardware package (top feed) + (34 @ \$122.94 rounded) Printer mount base, heavy-duty flip-up cradle
Power & USB cabling	\$1,100	(34 @ \$32.35 rounded) USB and car-adaptive power line package to serve mini-printer, docking, etc.
Installation misc.	\$1,700	Shipping & Misc. fuses, relays, wire clamps, connectors, loom. nuts, bolts, screws. heat shrink and ground studs for MDT installation process
MDT mounts & swingarms	\$9,300	(5 @ \$300, 9 @ \$275) Variable MDT bracket "package" ('side' or 'pedestal,' depending on make/model) + (19 @ \$280) Moveable side-to-side armature to economize space and/or enhance MDT screen view--variable by make/model vehicle
MDT telescoping rods	\$3,000	(19 @ \$158) Moveable front-to-back slide for MDT safe positioning--variable by make/model vehicle
Supplies & Operating Total	\$234,990	
TRAVEL		
NA	\$0	
Travel Total	\$0	
EQUIPMENT		
NA	\$0	
Equipment Total	\$0	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
NA	\$0	
Consultants/Contracts Total	\$0	
INDIRECT		
NA	\$0	
Indirect Total	\$0	
Total Non-Personnel	\$234,990	

Federal Awards issued from 2022 Federal Grant Funds

2022 FEDERAL REQUIREMENTS

- 1. Applicability3
- 2. Recipient.....3
- 3. Ensuring Compliance of Subgrantees (subrecipients)3
- 4. General Conditions3
 - A. Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements3
 - B. Applicability of Part 200 Uniform Requirements.....4
 - C. Compliance with DOJ Grants Financial Guide5
 - D. Reclassification of various statutory provisions to a new Title 34 of the United States Code5
 - E. Requirements related to "de minimis" indirect cost rate.....5
 - F. Requirement to report potentially duplicative funding5
 - G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers5
 - H. Employment eligibility verification for hiring under the award.....6
 - I. Requirement to report actual or imminent breach of personally identifiable information (PII)7
 - J. All subawards ("subgrants") and contracts must have DCJ authorization8
 - K. Specific post-award approval required to use a noncompetitive approach in any procurement contract8
 - L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award).....8
 - M. Determination of suitability to interact with participating minors.....8
 - N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events9
 - O. Requirement for data on performance and effectiveness under the award9
 - P. Training Guiding Principles9
 - Q. Effect of failure to address audit issues9
 - R. Potential imposition of additional requirements9
 - S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.....10
 - T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.....10
 - U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.....10
 - V. Restrictions on "lobbying" and policy development10
 - W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021).....11
 - X. Reporting potential fraud, waste, and abuse, and similar misconduct11
 - Y. Restrictions and certifications regarding non-disclosure agreements and related matters12
 - Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).....13
 - AA. Encouragement of policies to ban text messaging while driving13
 - BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency ..13
 - CC. Right to examine documents14
 - DD. Maintaining contact information14

Federal Awards issued from 2022 Federal Grant Funds

EE. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS 14

FF. Cooperating with OJP Monitoring 14

GG. Required monitoring of subawards 15

HH. Legal Notices – OJP Grants only **Error! Bookmark not defined.**

II. Legal Notices – OVW Grants Only **Error! Bookmark not defined.**

JJ. Safe policing and law enforcement subrecipients - NEW 2021 15

5. Financial Requirements 17

 A. Non-supplantation 17

 B. Misuse of award funds 17

 C. Limitation on use of funds to approved activities 17

 D. Consultant compensation rates 17

 E. Limit on use of grant funds for grantees' employees' salaries 17

6. Civil rights requirements associated with DOJ awards 18

 A. Civil rights laws and nondiscrimination provisions 18

 B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency ... 19

 C. Certification 20

7. Recipients of OVW grant dollars ONLY 22

 A. Availability of general terms and conditions on OVW website 22

 B. Compliance with statutory and regulatory requirements 22

 C. VAWA 2013 nondiscrimination condition 22

 D. Confidentiality and information sharing 22

 E. Activities that compromise victim safety and recovery and undermine offender accountability 22

 F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence 23

 G. Termination or suspension for cause 23

 H. Compliance with solicitation requirements 23

 I. Subrecipient program income 23

 J. Subrecipient product monitoring 24

Federal Awards issued from 2022 Federal Grant Funds

1. APPLICABILITY

The Division of Criminal Justice (DCJ) issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All awards conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labelled as: "Recipients of OVW grant dollars only" which only apply to OVW funded awards.

References to the DOJ apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the subrecipient's performance under other federal awards; to the subrecipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

2. RECIPIENT

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term Recipient and Grantee are used interchangeable within this Exhibit.

3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance all the provisions herein.

4. GENERAL CONDITIONS

A. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

OJP Awards Only: Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Federal Awards issued from 2022 Federal Grant Funds

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

B. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

Federal Awards issued from 2022 Federal Grant Funds

C. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

D. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

E. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

F. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes

Federal Awards issued from 2022 Federal Grant Funds

applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

DCJ must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of DCJ's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

H. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—
 - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

Federal Awards issued from 2022 Federal Grant Funds

4. Rules of construction

a. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

b. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

e. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

I. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.79) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Federal Awards issued from 2022 Federal Grant Funds

J. All subawards ("subgrants") and contracts must have DCJ authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

K. Specific post-award approval required to use a noncompetitive approach in any procurement contract

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

M. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> and OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Federal Awards issued from 2022 Federal Grant Funds

N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Recipients of OVW grant dollars only: Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

O. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

P. Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm> , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

Q. Effect of failure to address audit issues

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

R. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

Federal Awards issued from 2022 Federal Grant Funds

S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

V. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of

Federal Awards issued from 2022 Federal Grant Funds

information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

X. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW,

Federal Awards issued from 2022 Federal Grant Funds

Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Y. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to

Federal Awards issued from 2022 Federal Grant Funds

prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

AA. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal

Federal Awards issued from 2022 Federal Grant Funds

awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

CC. Right to examine documents

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

DD. Maintaining contact information

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

EE. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

FF. Cooperating with DOJ Monitoring

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Federal Awards issued from 2022 Federal Grant Funds

GG. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

HH. Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

II. OJP Grants Only - Subawards and Procurement Contracts under OJP Awards

The Office of Justice Programs (OJP) has developed the following guidance documents to help clarify the differences between subawards and procurement contracts under an OJP award and outline the compliance and reporting requirements for each.

[Subawards under OJP Awards and Procurement Contracts under Awards: A Toolkit for OJP Recipients](#). PDF Size: 221.25 KB

[Checklist to Determine Subrecipient or Contractor Classification](#). PDF Size: 128.16 KB

[Sole Source Justification Fact Sheet and Sole Source Review Checklist](#). PDF Size: 382.40 KB

Please contact your grant manager if you have any questions regarding subawards and procurement contracts under this award.

This detailed guidance is designed to help grantees better understand how OJP will categorize an agreement by an OJP award recipient with an outside entity for purposes of the federal grants administrative requirements. It is important that each OJP grantee have a full understanding which (if any) of its actions (for purposes of OJP and other federal grants administrative requirements) are "subawards", and which are "procurement contracts under an award." **The substance of the relationship should be given greater consideration than the form of agreement between the recipient and the outside entity.**

Whether an action – for federal grants administrative purposes – is a subaward or procurement contract is a critical distinction as significantly different rules apply to subawards and procurement contracts. If a grantee enters into an agreement that is a subaward of an OJP award, specific rules apply – many of which are set by federal statutes and DOJ regulations; others by award conditions. These rules place particular responsibilities on an OJP recipient for any subawards the OJP recipient may make. The

Federal Awards issued from 2022 Federal Grant Funds

rules determine much of what the written subaward agreement itself must require or provide. The rules also determine much of what an OJP recipient must do both before and after it makes a subaward. If a grantee enters into an agreement that is a procurement contract under an OJP award, a substantially different set of federal rules applies.

For grant recipients with subawards, key compliance requirements include the following:

- Having specific federal authorization prior to entering into any subaward under the award.
- Requiring subawardee compliance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Requiring progress and financial reporting.
- Collection of performance data from the subawardee
- Monitoring subawardees
- Reporting subawards (over \$30,000) as required by the Federal Funding Accountability and Transparency Act (FFATA).

Post-Award Requests for Subaward Authorization

- For grantees with procurement contracts, key compliance requirements include the following:
 - The grantee must comply with the Procurement Standards of 2 C.F.R. Part 200 and provide for full and open competition.
 - A procurement contract must include all applicable contract provisions set out in Appendix II of 2 C.F.R. Part 200.
 - All noncompetitive (sole source) procurements must comply with the requirements outlined in 2 C.F.R. 200.
 - Sole source procurements that do not exceed the Simplified Acquisition Threshold (currently \$250,000) must have written justification for the noncompetitive procurement action maintained in the procurement file. If a procurement file does not have the documentation that meets the criteria outlined in 2 C.F.R. 200, the procurement expenditures may not be allowable.

All Sole source procurement must be approved by DCJ.

JJ. Authorized Official

The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of

Federal Awards issued from 2022 Federal Grant Funds

performance under the award without first ensuring that the individual has the requisite legal authority.

5. FINANCIAL REQUIREMENTS

A. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

C. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

D. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

E. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive

Federal Awards issued from 2022 Federal Grant Funds

Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion the DCJ via DOJ.

6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Grantee hereby agrees that it will comply, and all of its subrecipients (“subgrantees”) will comply, with the applicable provisions of:

A. Civil rights laws and nondiscrimination provisions

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Federal Awards issued from 2022 Federal Grant Funds

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
 - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
 - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
 - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/oct/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

Federal Awards issued from 2022 Federal Grant Funds

C. Certification

Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

D. Nondiscrimination provisions and the Religious Freedom Restoration Act

As noted earlier, a nondiscrimination provision that deals with discrimination in employment on the basis of religion is read together with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a grantee or subrecipient may not discriminate in employment based on religion, a DOJ recipient or subrecipient that is a faith-based organization may consider religion in hiring, provided it satisfies particular requirements.

An DOJ recipient that is a faith-based organization and that seeks to consider religion in hiring despite an applicable nondiscrimination provision must properly execute and submit to DCJ a specific formal certification to DCJ to the effect that--

1. The grantee is a religious organization that sincerely believes that providing the programs or services funded by the DOJ award is an expression of its religious beliefs, that employing individuals of particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
2. The grantee will not discriminate against beneficiaries (or prospective beneficiaries) of the programs or services funded by the DOJ award on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
3. The grantee will keep any explicitly religious activities separate in time or location from programs or services funded by the DOJ award.
4. The grantee will not require beneficiaries (or prospective beneficiaries) of programs or services funded by the DOJ award to attend or participate in any explicitly religious activities. Any such participation will be purely voluntary.

To make the required certification, an appropriate, authorized official of the grantee organization must execute the Certification Regarding Hiring Practices on the Basis of Religion on behalf of the grantee. A copy of the executed certification must be submitted to DCJ. The grantee must retain the signed original on file as part of its records for the DOJ award.

An DOJ recipient that executes and submits a certification that satisfies these requirements ordinarily may consider religion in hiring. Different rules may apply, however, if there is good reason to question the truthfulness of the certification, or if DCJ determines that it is necessary to restrict the recipient from considering religion in hiring to further a compelling government interest. (If DCJ makes such a determination, the

Federal Awards issued from 2022 Federal Grant Funds

DCJ may impose limitations that represent the least restrictive means of furthering the compelling government interest.)

The rules that apply to subrecipients of DOJ awards that are faith-based organizations are similar, except that the subrecipient is to submit the required certification to the grantee.

E. Overview of "Civil Rights Laws"

Important "civil rights laws" that apply to all federal financial assistance -- and to all recipients and subrecipients of DOJ awards made in FY 2017 (and in FY 2018), are these:

- **Section 601 of Title VI of the Civil Rights Act of 1964** (codified at 42 U.S.C. 2000d)
 - Statutory provision:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.
- **Section 504 of the Rehabilitation Act of 1973** (codified at 29 U.S.C. 794)
 - Statutory provision:

No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.
- **Section 901 of Title IX of the Education Amendments of 1972** (codified at 20 U.S.C. 1681)
 - Statutory provision:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R. Part 54.
- **Section 303 of the Age Discrimination Act of 1975** (codified at 42 U.S.C. 6102)
 - Statutory provision:

[N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to

Federal Awards issued from 2022 Federal Grant Funds

discrimination under, any program or activity receiving Federal financial assistance.

DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

7. RECIPIENTS OF OVW GRANT DOLLARS ONLY

A. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

B. Compliance with statutory and regulatory requirements

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

D. Confidentiality and information sharing

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

E. Activities that compromise victim safety and recovery and undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;

Federal Awards issued from 2022 Federal Grant Funds

procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted..

F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

G. Termination or suspension for cause

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

H. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

I. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ

Federal Awards issued from 2022 Federal Grant Funds

Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

J. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

**COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

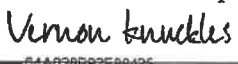
INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: Vernon Knuckles PHONE: 970-565-8441

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

Vernon Knuckles
608 N. Park St.
Cortez, CO 81321
970-565-8441
vknuckles@cortezco.gov

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

DocuSigned by:

64A628B92E88425...

PROJECT DIRECTOR SIGNATURE 06/17/2024 | 9:33:32 AM MDT
DATE

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

CERTIFICATION "A" [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- (1) is an educational, medical or non-profit organization or an Indian Tribe;
- (2) has less than 50 employees;
- (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

CERTIFICATION "B" (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

DocuSigned by:

182CA608E6A54B4
SIGNATURE AUTHORITY SIGNATURE

06/17/2024 | 10:42:34 AM CDT
DATE

Drew Sanders
TYPED NAME

City Manager
TITLE

* * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.

Certificate Of Completion

Envelope Id: BE6487B27F59482C83448B0436506470
Subject: DCJ Grant- JAG #2022-DJ-23-01-23-1 - CORTEZ MDT PROJECT
Source Envelope:
Document Pages: 59
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
OAJJA Grants
700 Kipling St
Lakewood, CO 80215
cdps_dcj_oajjagrants@state.co.us
IP Address: 165.127.87.1

Record Tracking

Status: Original
6/17/2024 9:01:41 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: OAJJA Grants
cdps_dcj_oajjagrants@state.co.us
Pool: FedRamp
Pool: CDPS Contracts and Grants

Location: DocuSign
Location: DocuSign

Signer Events

Vernon Knuckles
chief.police@cortezco.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Vernon Knuckles
64A028B92E88425...

Signature Adoption: Pre-selected Style
Using IP Address: 206.123.215.2

Timestamp

Sent: 6/17/2024 9:13:58 AM
Viewed: 6/17/2024 9:27:11 AM
Signed: 6/17/2024 9:33:32 AM

Electronic Record and Signature Disclosure:

Accepted: 6/17/2024 9:27:11 AM
ID: 18a94c6d-6040-431f-a233-a1ed0e50b661

Drew Sanders
dsanders@cortezco.gov
City Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:
Drew Sanders
182CA80BE6A54B4...

Signature Adoption: Pre-selected Style
Using IP Address: 206.123.215.2

Sent: 6/17/2024 9:33:34 AM
Viewed: 6/17/2024 9:41:18 AM
Signed: 6/17/2024 9:42:34 AM

Electronic Record and Signature Disclosure:

Accepted: 6/17/2024 9:41:18 AM
ID: f30210f5-393c-4f8c-922f-5ada7447a262

Matthew M. Lunn, PhD
matthew.lunn@state.co.us
Security Level: Email, Account Authentication (None)

DocuSigned by:
Matthew M. Lunn, PhD
8CB341EFA6124C4...

Signature Adoption: Pre-selected Style
Using IP Address: 165.127.87.1

Sent: 6/17/2024 9:42:38 AM
Viewed: 6/17/2024 10:00:25 AM
Signed: 6/17/2024 10:00:54 AM

Electronic Record and Signature Disclosure:

Accepted: 6/17/2024 10:00:25 AM
ID: 577c7b5b-3a1c-49ae-97dc-d123377a1125

Lyndsay Clelland
Lyndsay.Clelland@state.co.us
Contract, Grant and Compliance Coordinator
Division of Criminal Justice
Security Level: Email, Account Authentication (None)

DocuSigned by:
Lyndsay Clelland
363D680603F0405...

Signature Adoption: Pre-selected Style
Using IP Address: 174.215.24.146
Signed using mobile

Sent: 6/17/2024 10:00:58 AM
Viewed: 6/17/2024 11:01:16 AM
Signed: 6/17/2024 11:01:28 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kelly Koskie kkoskie@cortezco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/17/2024 9:13:58 AM
Deanna Stewart deanna.stewart@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/17/2024 11:01:32 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/17/2024 9:13:58 AM
Certified Delivered	Security Checked	6/17/2024 11:01:16 AM
Signing Complete	Security Checked	6/17/2024 11:01:28 AM
Completed	Security Checked	6/17/2024 11:01:32 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.



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: 7/09/2024

RE: **Authorization to accept the proposal of Woods Canyon Archaeological Consultants, Inc. for a Class III Cultural Resource Survey of Carpenter and Geer Natural Areas**

DISCUSSION

Proposals to complete the archaeological survey were received from:

1. Colliers Engineering & Design, Englewood, CO: \$10,898
2. Woods Canyon Archaeological Consultants, Inc., Cortez, CO: \$12,941

Both proposals were submitted by reputable Colorado companies with highly qualified archaeologists and historic preservation specialists. Although Colliers Engineering & Design (Colliers) submitted a proposal for \$2,043 less than Woods Canyon Archaeological Consultants, Inc. (Woods Canyon), Colliers' proposal was not as comprehensive as the proposal submitted by Woods Canyon. The RFP requested applicants to include three (3) client references of similar services provided. Colliers supplied 3 references, but the scope of work on the references' projects were unclear or dissimilar from the work proposed on Carpenter/Geer. Colliers also did not include the requested timeline or schedule of work plan and the map of the proposed project includes privately owned parcels outside the Carpenter/Geer Natural Area, and does not reference any of the previous historic surveys conducted through the City of Cortez. Alternatively, Woods Canyon is a local company, based in Cortez, Colorado and has extensive knowledge of the Carpenter and Geer Natural Areas. Woods Canyon completed the preliminary archaeological survey of the area in 1993, has worked on multiple grants and projects since and has proven to be a reliable and timely partner. The proposal is still within the fiscal limits of the grant. The higher cost proposed by Woods Canyon is from increased work hours given to the project. Colliers proposed a total of 110 hours towards the completion of the Class III Cultural Resource Survey (see attached budget), Woods Canyon proposed 110 hours in the field and an additional 135 hours of other tasks (see Page 4 of Woods Canyon's proposal).

BACKGROUND

In 2010, the National Park Service designated the City of Cortez as a CLG (Certified Local Government). This means the City is eligible to apply for CLG grants from the Colorado Historical Society.

In November of 2023, City Council approved Resolution No. 28, Series 2023, granting authorization for the City to apply for a \$12,000 grant from History Colorado to conduct an archaeological survey of the Carpenter and Geer Natural Areas which are owned by the City. A preliminary archaeological survey was conducted in 1993 when the land for the Carpenter Natural Area was donated to the City. This survey identified a few small prehistoric sites and a historic dump, which may be associated with the Civilian Conservation Corps camp that was located nearby in the 1930's. No archaeological survey has been conducted at the Geer Natural Area. On April 19, 2024, a grant for the total of \$12,941 was awarded to the City to inventory these two natural areas for

archaeological sites. No matching funds are required.

FISCAL IMPACT

The grant will provide 100% of the cost of the project.

RECOMMENDATION

Staff recommends that council accept the proposal from Woods Canyon Archaeological Consultants, Inc., and authorize the City Manager to negotiate and sign a contract for the completion of the Class III Cultural Resource Survey of Carpenter & Geer Natural Areas.

MOTION

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

I move that Council accept the proposal from Woods Canyon Archaeological Consultants, Inc., in the amount of \$12,491.00, and authorize the City Manager to negotiate and sign a contract with this firm for the completion of a Class III Cultural Resource Survey of Carpenter & Geer Natural Areas.

Attachments

Staff Report
Woods Canyon Proposal
Colliers Proposal
Colliers Budget



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

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

Memorandum

To: CORTEZ CITY COUNCIL

From: HELEN WEST, COMMUNITY & ECONOMIC DEVELOPMENT SPECIALIST

Date: 07/09/2024

RE: AUTHORIZATION TO ACCEPT WOODS CANYON ARCHAEOLOGICAL CONSULTANTS, INC. PROPOSAL FOR CLASS III CULTURAL RESOURCE SURVEY OF CARPENTER & GEER NATURAL AREAS.

BACKGROUND

In 2010, the National Park Service designated the City of Cortez as a CLG (Certified Local Government). This means the City is eligible to apply for CLG grants from the Colorado Historical Society.

In November of 2023, City Council approved Resolution No. 28, Series 2023, granting authorization for the City to apply for a \$12,000 grant from History Colorado to conduct an archaeological survey of the Carpenter and Geer Natural Areas which are owned by the City. A preliminary archaeological survey was conducted in 1993 when the land for the Carpenter Natural Area was donated to the City. This survey identified a few small prehistoric sites and historic dump, which may be associated with the Civilian Conservation Corps camp that was located nearby in the 1930's. No archaeological survey has been conducted at the Geer Natural Area. On April 19, 2024 a grant for the total of \$12,941 was awarded to the City to inventory these two natural areas for archaeological sites, no matching funds are required.

DISCUSSION

Proposals to complete the archaeological survey were received from:

- | | | |
|--|---------------|----------|
| 1. Colliers Engineering & Design | Englewood, CO | \$10,898 |
| 2. Woods Canyon Archaeological Consultants, Inc. | Cortez, CO | \$12,941 |

Both proposals were submitted by reputable Colorado companies with highly qualified archaeologists and historic preservation specialist. Although Colliers Engineering & Design (Colliers) submitted a proposal for \$2,043 less than Woods Canyon Archaeological Consultants, Inc. (Woods Canyon), Colliers proposal was not as comprehensive as the proposal submitted by Woods Canyon. The RFP requested applicants to include three (3) client references of similar services provided, Colliers supplied this but the scope of work on the reference's projects were unclear or dissimilar from the work proposed on Carpenter/Geer. Colliers also did not include the requested timeline or schedule of work plan and the map of the proposed project includes privately owned parcels outside the Carpenter/Geer Natural Area,

and do not reference any of the previous historic surveys conducted through the City of Cortez. Alternatively, Woods Canyon is a local company, based in Cortez, Colorado and has extensive knowledge of the Carpenter and Geer Natural Areas. Woods Canyon completed the preliminary archaeological survey of the area in 1993, has worked on multiple grants and projects since and has proven to be a reliable and timely partner. The proposal is still within the fiscal limits of the grant. The higher cost proposed by Woods Canyon is from increased work hours given to the project. Colliers proposed a total of 110 hours towards the completion of the Class III Cultural Resource Survey (see attached budget), Woods Canyon proposed 110 hours in the field and an additional 135 hours of other tasks (see Page 4 of Woods Canyon's proposal).

FISCAL IMPACT

The grant will provide 100% of the cost of the project. In addition, the Historic Preservation Board and other locals will provide additional, pro-bono volunteer time. There will be little to no cost for the City of Cortez (some Grants and C&ED staff time).

RECOMMENDATION

Based on the advice from the City of Cortez Historic Preservation Board, the Community & Economic Development Department and City Grants Administrator recommends Council approve Woods Canyon Archaeological Consultants, Inc. proposal, to enter into a contract for the completion of the Class III Cultural Resource Survey of Carpenter & Geer Natural Areas.

MOTION

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

I move that Council accept the proposal from Woods Canyon Archaeological Consultants, Inc., in the amount of \$12,491.00 and that the City enter into a contract with them for the completion of a Class III Cultural Resource Survey of Carpenter & Geer Natural Areas.

Woods Canyon Archaeological Consultants, Inc.
140 N Linden Street
Cortez, Colorado 81321

June 21, 2024

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

RE: 2024/25 Consultant for a Class III Cultural Resource Survey of Carpenter and Geer Natural Areas in Cortez, Colorado (Solicitation Number: Grants 24-04)

Dear City of Cortez and Cortez Historic Preservation Board,

Woods Canyon Archaeological Consultants is pleased to submit a proposal for the Class III cultural resource survey of **188 acres** within the Carpenter and Geer Natural Areas in Cortez, Colorado. Attached are the following required documents as outlined in the Request for Proposals (Solicitation Number: Grants 24-04):

- Proposal including project budget and estimated timeline
- Statement of qualifications
- Curriculum vitae of key personnel

We look forward to having the opportunity to work for the City of Cortez for this Class III cultural resource inventory. Please let us know if you have any questions or concerns.

Sincerely,



Ryan Spittler, M.A., RPA
Field Director, Woods Canyon Archaeological Consultants, Inc.

**Proposal for
A Class III Cultural Resource Survey of
Carpenter and Geer Natural Areas
in Cortez, Colorado**

Solicitation Number: Grants 24-04

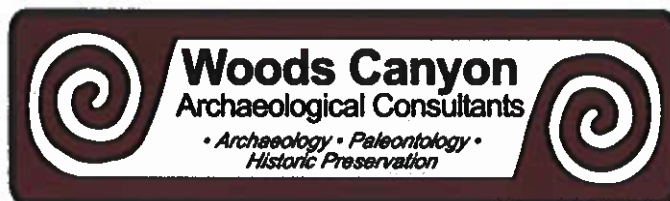
Prepared by:

Ryan Spittler, M.A., RPA
Woods Canyon Archaeological Consultants, Inc.
140 N Linden Street
Cortez, Colorado 81321
Work: 970-564-9640
ryan@woodscanyon.net

Prepared for:

City of Cortez and the Cortez Historic Preservation Board
Cortez General Services Department
110 West Progress Circle
Cortez, Colorado 81321

Due: 5:00 PM MST on June 21, 2024



INTRODUCTION

The City of Cortez and the Cortez Historic Preservation Board are inquiring about gathering data about the cultural resources within Carpenter and Geer Natural Areas, located along the northern edge of Cortez. Carpenter Natural Area, donated to the City of Cortez in 1993, encompasses 78 acres, and Geer Natural Area, donated in 2014, consists of 110 acres. Both areas provide open space within city limits for dog walking, hiking, and biking. The city intends to use the cultural resource data for future preservation decisions, to determine which properties/districts should be eligible for local, State or National Register listing, and to educate the public about City history.

The City of Cortez received a Certified Local Government (CLG) grant to properly record cultural resource sites identified during an earlier survey by Woods Canyon Canyon Archaeological Consultants (Woods Canyon) in 1993, (which identified five possible prehistoric sites and one historic site). The purpose of the grant is to also provide an intensive survey in order to identify and record all archaeological and historic sites throughout the entirety of Geer and Carpenter Natural Areas. Archaeological sites and historic properties will be evaluated for listing on the City's Register of Historic Places, as well as the State and National Registers.

Woods Canyon is pleased to submit a proposal for the Class III cultural resource inventory of the **188 acres** within the Carpenter and Geer Natural Areas in Cortez, Colorado. Woods Canyon has a 42-year record of successfully completing cultural resource undertakings in the region that are similar in scale and scope to the proposed Class III inventory. These projects were completed on time, within budget, and resulted in high-quality technical reports that not only met the statutory requirements but also assisted with management planning.

TECHNICAL APPROACH

FILE SEARCH

Before fieldwork commences, a file search for known historic, ethnographic, and archaeological data that encompass the project area, and the area within one-quarter mile of the project boundary will be conducted. This research is necessary to identify and compile all available known cultural data previously recorded and inventoried into a synthesis and may include recorded cultural resources, isolates, and potential unrecorded resources to develop an interpretive narrative overview for understanding the historic context of the project area.

Available existing cultural resource data shall include but is not limited to Colorado State Institutional Archives, repositories; listed properties in the State Historic Sites Inventory, National American Engineering Records, and Historic American Buildings Survey records, and the Colorado Office of Archaeology and Historic Preservation cultural resource database. Other available sources of information may be obtained from, and not limited to, State and National Registers, published and unpublished manuscripts, aerial photographs, General Land Office maps, Mining Ledgers, historical photographs, Museums, and library reference material. Data gathered will then be used to develop a context overview of the project area for prehistoric, historic, and potential traditional cultural properties (TCP's).

Previously recorded resources within one-quarter mile shall be presented in a table format. All sites shall be listed with their state trinomial number, site type, date recorded and the previous evaluation status of eligible, not eligible, or unevaluated/needs data to the National Register, and the report reference. Isolated finds and non-eligible resource data may remain in table format. National Register eligible resources, and unevaluated resources, within and immediately adjacent to the project shall be further described in brief narrative detail as discussion points for anticipated inventory expectations.

A preliminary file search of the Carpenter and Geer Natural Areas through the Colorado Office of Archaeology and Historic Preservation shows that three prehistoric isolated finds have been documented. The three isolated finds are as follows: 1) one large secondary quartzite flake, 2) three gray ware jar body sherds, and 3) two interior flake fragments of quartzite and one core fragment or quartzite. An undocumented historic homestead foundation is located within the Natural Area as well. Additionally, the 1993 work by Woods Canon identified five possible prehistoric sites and one historic site. The historic site is likely the remains of the SCS-14-C Civilian Conservation Corps (CCC) Camp, which was occupied from March 1939 to November 1941. A 1940 U.S. Census map of Cortez displays the CCC camp to the north of the modern-day Empire Street, near the southern edge of Carpenter Natural Area, between Market and Beech Street.

KEY PERSONNEL

The Woods Canyon team is comprised of a well-qualified and experienced staff. Key personnel include:

- **Jason Chuipka**, Principal Investigator
- **Kelly McAndrews**, Project Director
- **Ryan Spittler**, Field Director/Crew Chief
- **Eli Lyon, Amanada Hernandez, and Grace Albers**, Crew Members
- **Chris Kantner**, GIS/Database Specialist

The Woods Canyon approach to this project will be to have staff members with the most experience in the region to ensure consistency and quality of all deliverables. The work will be completed by a crew of three (one crew chief, two crew members) working under the close supervision of the Field Director. Experience has demonstrated that crews of three are the most efficient for sorting out site extent and recordation. All fieldwork will consist of 10-hour days.

COMMUNICATION

Woods Canyon will communicate with Creighton Wright, the Director of Parks and Recreation, and Linda Towle, the Chairperson of the Cortez Historic Preservation Board about when fieldwork will commence. Once fieldwork is complete, a preliminary summary of the project findings will be provided. Subsequently, a final report with complete archaeological site forms will be produced.

FIELD METHODOLOGY

All fieldwork will adhere to the Secretary of the Interior's *Professional Qualification Standards and Guidelines for Historic Preservation and Archaeology*, as well as History Colorado's *Colorado Cultural Resource Survey Manual*. Fieldwork will begin with an initial *walking phase* that will entail a 100% Class III survey to understand the distribution of artifacts and features on the landscape. The crew will walk transects spaced no more than 15 meters apart, as is standard practice in this region.

Woods Canyon's success in completing Class III cultural resource surveys in a timely manner is based on the efficient use of technology in the field. The crew will have a set of digital survey recordation equipment that includes: one GPS unit with ArcPad GIS software; one MacBook Air laptop computer, one iPad tablet, and one memory stick for backup of the laptop. GPS points will be taken of potential sites and features. Once the crew has a firm understanding of the area walked, decisions will be made by crew chiefs as to how cultural remains should be grouped or divided. Consultation with the Field Director, Project Director, and/or Principal Investigator may be required.

RECORD AND EVALUATE IDENTIFIED HISTORIC/ARCHAEOLOGICAL RESOURCES.

Identified cultural resource sites will be recorded and evaluated for their eligibility for inclusion to the National Register of Historic Places (NRHP) and all applicable historic themes and contexts will be identified as per the Office of Archaeology and Historic Preservation (OAHP) guidelines. After the area is well understood, the *recordation phase* will begin which will involve careful inspection at a finer level. All artifacts will be pin-flagged to determine the extent of the sites and identify activity areas. Diagnostic items (temporal and functional) will be point-located using sub-meter GPS. All identified cultural resources shall be recorded in detail utilizing appropriate OAHP site forms. Sites with relevant diagnostics, features, or other notable characteristics on each site shall be accompanied by a detailed site sketch map, feature sketch, and the site location identified on a USGS 1:24000 quadrangle map. Photographs will be taken and noted on the site maps. Features and diagnostic artifacts will be photographed with a scale. No artifacts will be collected.

For any properties recommended as eligible to the NRHP, additional management recommendations will be provided. Discussion on notable adverse effects (erosion, trail use, looting, etc.) will be made for these properties to elevate their protection for future preservation management decisions.

DRAFT REPORT

Once fieldwork is complete, a data synthesis of the results from the fieldwork and the initial file search will be used to develop the draft report. The report will address individual site conditions and potential threats to the use and management of Carpenter Natural Area and Geer Natural Area, as well as evaluate the significance of each site. In addition to the draft report, all site and isolate forms, including updated site records which document new or additional information collected for previously recorded sites in the survey area will be compiled as electronic PDF and Word

document files. A map displaying the project boundary will highlight individual historic properties or districts which are eligible to the City, State, or National Registers.

The City of Cortez and the Cortez Historic Preservation Board will provide comments on suggested revisions or modifications of the draft report. After receipt of comments on the draft report, Woods Canyon will correct any revisions or modifications responsive to comments. Conversations and corrections will continue until the edits are made and all parties are satisfied the work has met the guidelines set forth by the City of Cortez.

FINAL REPORT

Once the City of Cortez and the Cortez Historic Preservation Board have returned comments on the draft report, all comments and report edits will be addressed. A final report will be submitted to City of Cortez and the Cortez Historic Preservation Board. It will include a site location map. Final deliverables will be submitted to OAHP and include a copy of the final report, including appropriate maps, attachments (site and isolated find forms), and a final copy of electronic GIS site and survey data before the end of the period of performance. Woods Canyon will present the results and findings of the project during a public Cortez City Council meeting once all deliverables are finalized.

PROJECT BUDGET

	Rate	Field Prep.	Fieldwork	Site Forms	Reporting	Total	Fee
Labor (Hours)							
Principal Investigator	\$70.00	2	2	2	2	8	\$560
Project Manager	\$70.00	4	4	4	4	16	\$1,120
Crew Chief	\$55.00	4	30	30	25	89	\$4,895
Crew	\$45.00		60			60	\$2,700
GIS/Database Tech	\$45.00	4	10	20	10	44	\$1,980
GIS/Database Specialist	\$55.00	4	4	10	10	28	\$1,540
Labor Total		18	110	66	51	245	\$11,970
Direct Costs (Units)							
Mileage (Miles)	\$0.56		20			20	\$11
Equipment (day)	\$45.00		3			3	\$135
Direct Costs Subtotal							\$146
Total							\$12,941.00

ESTIMATED TIMELINE

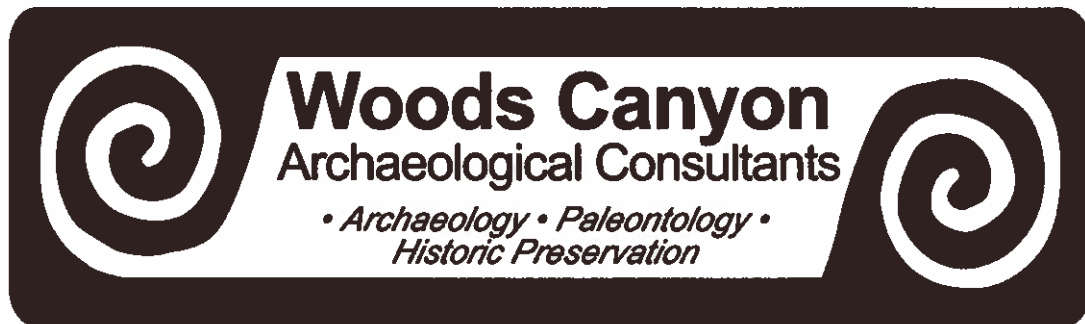
Year	2024							2025					
Month	6	7	8	9	10	11	12	1	2	3	4	5	6
Task													
RFP Submittal													
Collect GIS data from City of Cortez													
Prepare research design and survey methodology													
Conduct file search													
Identify themes and contexts													
Fieldwork													
Research													
Documentation													
Mapping													
Survey Forms													
Draft Report													
Final Report													
Public Meeting Presentation													
<i>*All tasks will be completed before the contract deadline on June 30, 2025</i>													

CLIENT REFERENCES

John Chmelir, Archaeologist
San Juan National Forest, Dolores Ranger District
29211 Highway 184
Dolores, Colorado 81323
Phone: 970-882-6833

Brian Yaquinto, Archaeologist
Bureau of Land Management, Tres Rios Field Office
29211 Highway 184
Dolores, Colorado 81323
Phone: 970-882-6832

Arie Leeflang, Archaeologist
Utah Department of Natural Resources
Division of Wildlife Resources
1594 W North Temple Street
Salt Lake City, Utah 84116
Phone: 801-635-8897



STATEMENT OF QUALIFICATIONS

Woods Canyon Archaeological Consultants, Inc.

140 North Linden Street

Cortez, CO 81321

(970) 564-9640

office@woodscanyon.net

www.woodscanyon.net

COMPANY OVERVIEW

Woods Canyon, founded in 1981, is a small business based out of Cortez, Colorado and operating as an S-corporation organized under the laws of the state of Colorado. The company falls under the small business size standard of \$20M and operates under NAICS code 541620 (Environmental Consulting Services).

Woods Canyon is a full-service cultural resource consulting firm with extensive experience in New Mexico, Colorado, and Utah. Woods Canyon specializes in cultural resource compliance and permitting, and other related services. The company employs a staff of 10 full-time cultural resource professionals and maintains a field staff of contract employees, ethnographers, and paleontologists on an on-call basis. The company office is in Cortez, Colorado:

140 North Linden Street
Cortez, Colorado
81321
970-560-9640 (office)
970-570-9524 (cell)
office@woodscanyon.net (email)

BUSINESS AND FINANCIAL STATUS

Woods Canyon is a small business enterprise operating as a corporation incorporated under the laws of the state of Colorado. Woods Canyon holds no debt, and has financial resources to fund additional staff or purchase equipment as needed. The company has a small core group of personnel that can be augmented as needed. This has been a successful strategy for more than 40 years to keep overhead low, remain competitive, and to ultimately minimize costs to clients.

INSURANCE

Woods Canyon maintains a \$2,000,000.00 Commercial General Liability insurance policy, a \$2,000,000.00 Professional Liability insurance policy, \$1,000,000 Worker's Compensation and Liability policy, and a \$1,000,000.00 Automobile Liability policy, and. In addition to this coverage, Woods Canyon holds a \$5,000,000.00 Umbrella Liability policy.

No professional liability claims have ever been filed against Woods Canyon. A certificate of insurance can be obtained from Josh McHenry at 970-565-8043 (jmhenry@cowestctz.com).

SELECT CLIENT LIST

The list below offers a representative sample of Woods Canyon's clients. Please contact our office with any questions or for a complete list.

Government Agencies

Bureau of Land Management
Bureau of Reclamation
U.S. Forest Service
National Park Service
State of Utah
State of Colorado
City of Durango, Colorado
City of Cortez, Colorado

Non-Profit Organizations

Colorado State Historical Fund
National Trust For Historic Preservation
Gates Family Foundation
Friends of Cedar Mesa
World Monuments Fund
Resource Legacy Fund
Bears Ears Intertribal Coalition
Church of Jesus Christ of Latter-Day Saints
Chaco Culture Conservancy

Private Land Development

Indian Camp Ranch, LLC
New Mexico Land & Ranches, Inc.
Durango Mountain Resort
Lightner Creek Ranches, LLC Animas
Air Park Estates

Natural Resource Industries

BHP Billiton
Williams Pipeline
ConocoPhillips
Kinder Morgan, Inc.
DJ Simmons
Palomar Natural Resources
Northwest Pipeline
El Paso Field Services
Harvest Midstream
EOG Resources
Juwi, Inc.
MSI, Inc.

Tribal Organizations

Ute Mountain Ute Indian Tribe
Ute Indian Tribe of Utah
Navajo Tribal Utility Authority

Public/Private Utilities

Empire Electric Association
Montezuma Water Company
La Plata Electric Association
Jemez Electric Association
Public Service New Mexico
Tri-State Generation and Transmission
Association, Inc.

AREAS OF EXPERTISE

CULTURAL RESOURCE SURVEYS

Woods Canyon has successfully completed thousands of cultural resource surveys that range in size from one acre to several thousand acres. The use of digital platforms in the field has greatly enhanced the capacity of the company to gather very accurate data and minimize the time between fieldwork and reporting. Woods Canyon uses portable sub-meter GPS-enabled devices as well as laptops, tablets, smartphones, and digital cameras to efficiently complete surveys and compile detailed reports for clients. Woods Canyon has conducted surveys on federal, state, municipal, private, and tribal lands and the staff are experienced with identifying and documenting prehistoric and historic sites, archaeological districts, and traditional cultural properties (locations significant to descendant Native American communities).

PALEONTOLOGICAL RESOURCE SURVEYS

Woods Canyon holds paleontological permits in New Mexico, Colorado, and Utah. Staff members have completed fieldwork projects on state, federal, and tribal lands. This has included survey, monitoring, and sample collection and preparation. Other projects have included creation of paleontological resource management plans and compilation of baseline data for resources on a regional level.

Woods Canyon Archaeological Consultants, Inc.

ETHNOGRAPHIC SURVEYS

Woods Canyon has ethnographic specialists that have worked across the western United States. Ethnographers are experienced with conducting interviews, identification of Traditional Cultural Properties, *Jishcha'*, and historical overviews.

CULTURAL RESOURCE EXCAVATION

Woods Canyon has conducted archaeological excavations at hundreds of historic and prehistoric cultural sites. These projects have included monitoring of construction in areas with potential for buried cultural deposits as well as large-scale excavations of complex, multi-component sites. Woods Canyon has experience with initial survey and identification of cultural resources, limited testing and assessment of significance, NAGPRA, tribal consultation, data recovery excavation, artifact processing, artifact analysis, report writing, and curation. Some of the larger projects include ongoing investigations for Kinder Morgan CO2's expansion in the McElmo Dome area of southwestern Colorado, and the BHP Area IV North Mitigation Project in northwestern New Mexico.

ARCHITECTURAL DOCUMENTATION AND STABILIZATION

Woods Canyon has performed detailed architectural documentation at a number of cultural sites as part of restoration and reconstruction projects. Some of these projects include: the River House Ruin Restoration Project on the San Juan River west of Bluff, Utah; the Mesa Verde Plaster Recordation Study in Mesa Verde National Park in southwestern Colorado; the excavation and stabilization of Escalante Ruin in southwestern Colorado; the Eagle Nest House, Morris #5, Lion House, and Tree House Preservation Project in the Ute Tribal Park in southwestern Colorado; Save America's Treasures Ancestral Puebloan Sites at Risk Project in southeastern Utah; and the Chimney Rock National Monument Stabilization and Reconstruction Project in southwestern Colorado; condition assessment and stabilization at Edge of the Cedars in Blanding, Utah.

PROJECT MANAGEMENT

Woods Canyon has remained a successful business for more than 40 years by successfully managing time, schedules, and budgets. Costs and labor are tracked using a combination of digital management tools and involvement of project managers. Woods Canyon has a secure FTP site to share data and to facilitate communication among project proponents. The advantage of digital data collection is that we can accurately track progress and manage schedules, as well as provide updates as necessary to clients.

Woods Canyon has experience with managing teams of specialists for the successful completion of multi-faceted cultural resource projects involving multiple stakeholders. Woods Canyon often works concert with one or more other consulting companies, and often with multiple agencies as well as private proponents. Many projects involve some degree of tribal communication with culturally affiliated Native American groups, which has been successfully accomplished through existing relationships and familiarity with the policies and practices of consultation.

A key component of Woods Canyon's success has been collaboration with teams of researchers and specialists. Woods Canyon has completed a number of projects that have required the full spectrum of archaeological specialists from soil scientists to textile experts. All of these projects have been completed on time and have produced data that has been of use to archaeological researchers and resource managers alike.

PERMITS AND CURATION AGREEMENTS

Woods Canyon currently holds federal permits for lands managed by the Bureau of Land Management in the states of Colorado, Utah, and New Mexico; and the United States Forest Service in the states of Colorado, Wyoming, Montana, and Idaho. In addition Woods Canyon holds permits to work on state lands in Colorado, Utah and New Mexico and tribal permits to work on Ute Mountain Ute and Navajo lands.

Woods Canyon maintains curatorial agreements for the storage of artifactual and archival materials with the following public facilities: the Canyons of the Ancients Museum, Dolores, Colorado; the Edge of the Cedars Museum, Blanding, Utah; and the Laboratory of Anthropology, Santa Fe, New Mexico. Woods Canyon possesses a fire-proof filing cabinet for the safe-keeping of all important papers and archival materials. In addition, Woods Canyon has a safe room for the temporary storage of valuable artifacts and human remains. This room has fire resistant walls, floor and ceiling, lacks windows and has a separate lock and deadbolt - protected entry.

Woods Canyon also holds curation agreements for paleontological materials in Utah, Colorado, and New Mexico.

KEY PERSONNEL

KELLY MCANDREWS, PRESIDENT/PROJECT MANAGER

Kelly McAndrews has more than 25 years of archaeological experience in the northern Southwest. Ms. McAndrews has 15 years of experience with Woods Canyon that includes project management, survey, excavation, GIS drafting, artifact analysis, curation, report writing, web site design, and report production. She has managed complex projects requiring field, laboratory, and administrative expertise and has authored and presented numerous papers. She is permitted for work on tribal, federal, state, and private lands in Colorado, Utah, and New Mexico, and is familiar with the full spectrum of cultural resource laws and policies on these lands. She received certification in Section 106 training in 2012.

JASON CHUIPKA, VICE PRESIDENT/PRINCIPAL INVESTIGATOR

Jason Chuipka has 27 years of professional archaeological experience in the northern Southwest, including nearly 20 years of management experience that includes formulating fieldwork budgets and plans, assembling crews, directing and managing projects, and completing technical reports. He has managed projects that range in size from single day to multi-year undertakings. Mr. Chuipka has authored numerous technical reports, contributed to edited volumes and professional journals, and presented his findings at professional conferences and to the public. He is a Registered Professional Archaeologist (RPA) and holds permits for work on tribal, federal, state, and private lands in Colorado, Utah, and New Mexico. He is familiar with the full spectrum of cultural resource laws and policies on these lands.

RYAN SPITTLER, FIELD DIRECTOR AND CREW CHIEF

Ryan Spittler has worked as an archaeological supervisor in the greater Southwest since 2015. With an M.A. in anthropology, he has a fundamental understanding of cultural resource management practices and digital platforms. Mr. Spittler has documented sites with Paleoindian, Archaic, Ancestral Puebloan (Anasazi), Fremont, Ute, Navajo, Protohistoric Puebloan, and historic Euro-American components.

He has been a crew chief on numerous projects on lands managed by the BLM and is presently a field director on the 60,000-acre BLM-RFO survey of OHV trails in southern Utah. Mr. Spittler is a Registered Professional Archaeologist, a member of the Society for American Archaeology, and is also current on her CPR and first-aid training.

CHRIS KANTNER, GIS/DATABASE SPECIALIST, GRAPHIC DESIGN

Chris Kantner is a GIS is a certified GIS professional with a background in anthropology, graphic design, and visual communications. Ms. Kantner has more than 20 years of experience in all fields of cultural resource management, with several years of experience in organizing archives, public outreach, and exhibit design.

ARCHAEOLOGICAL CREW CHIEFS AND CREW

Woods Canyon employs 12 archaeological technicians for survey tasks, several of which are permitted as crew chiefs for northwest New Mexico. All of these individuals meet or exceed the Secretary of the Interior Standards and BLM Manual 8150 for cultural resource professionals and all have experience conducting survey in the Four Corners area.

PUBLIC OUTREACH

Woods Canyon has a history of presenting technical data from cultural resource projects to professional, academic, and non-professional groups. The results of data recovery projects have been presented in a variety of settings that range from the annual meetings of the Society for American Archaeology to slideshows given for local archaeology groups.

Popular publications have also been completed following large and small data recovery projects. Woods Canyon has developed an interactive web-based presentation of data recovery efforts at the Navajo Mine in northwestern New Mexico in order to reach a broader audience, and as such, educate and promote preservation of the archaeological record in the region.

SELECT PROJECT DESCRIPTIONS 2021-2024

Navajo-Gallup Water Supply Project, Northwest New Mexico (BOR Contract 140R4018D0010)

Project Description: This is one of the largest archaeological projects in the United States and involves the construction of 280 miles of water pipeline infrastructure in the San Juan Basin. These water lines cross hundreds of prehistoric and historic sites, as well as a number of traditional cultural properties. In addition to co-authoring the research design and sampling plan for the project, his duties have included supervising the archaeological inventory, testing, data recovery, ethnography, historic research, and cultural resource monitoring. He is also a member of the Navajo-Gallup Project Programmatic Agreement Workgroup, which comprises the New Mexico SHPO, Navajo Nation THPO, New Mexico State Trust Lands, City of Gallup, BLM, and 12 consulting tribes and Pueblos.

Contact: U.S. Bureau Reclamation, Kristin Bowen (970)-385-6521

Project Dates: 2018-2024 (Jason Chuipka Principal Investigator)

Contract Amount: \$50,000,000.00

Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah BLM Contract Number: 140L0621A0018 BLM Order No. 140L0621F0391

Project Description: Woods Canyon Archaeological Consultants, Inc. (Woods Canyon) was awarded the contract for the Class III cultural resource inventory of approximately 2,118 miles (63,475 acres) scattered across Wayne and Garfield Counties, Utah. The project involves thousands of cultural resource sites dating from Paleoindian through Historic in age. Travel management recommendations are being prepared for analysis by BLM.

Client Contact: U.S. Bureau of Land Management, Jacqueline Monsell (435)-253-4088, jmonsell@blm.gov

Project Date: 2021-2024

Contract Amount: \$1,605,642.00

USFS Surveys on the Dolores and Pagosa Ranger Districts in Southwest Colorado

Project Description: Cultural resource inventory of 34,383 acres of USFS lands for planning of vegetation treatments, timber sales, and recreation. The surveys included a wide variety of and prehistoric resources and consideration of historic cultural landscapes.

Client Contact: U.S. Department of Agriculture, USFS, Michelle Stevens 719-468-7069; email michelle.stevens@usda.gov

Project Date: 2021-2022

Contract Amount: \$410,000.00 (multiple contracts)

COMPANY ASSETS AND EQUIPMENT

DIGITAL SYSTEMS

Woods Canyon has full Geographical Information Systems (GIS)/Global Positioning System (GPS) services and digital mapping capabilities available to support various projects. Woods Canyon has been on the forefront of incorporating digital mapping technology in archaeology since the late 1970s. While all staff members have the ability to map with a tape and compass, alidade and plane table, and transit, they also are familiar with digital mapping platforms. More importantly, Woods Canyon understands the benefits and limitations of digital and non-digital mapping technologies and has the ability to merge the best aspects of both to produce high quality maps.

Since 2000, Woods Canyon has used portable ArcGIS for mapping cultural sites. ArcPad software is loaded onto handheld, sub-meter mapping device to create detailed maps of sites and surrounding topography. This data is easily backed-up in the field and transferred to the laboratory for further processing. In some cases where these GPS-based technologies have limitations due to canyon settings, a Total Station is used to digitally capture data. Woods Canyon has been using Total Stations since the 1980s and has the ability to produce highly accurate maps that would be well suited to the proposed project.

Woods Canyon has also pioneered the use of digital devices to record data in the field for survey, monitoring, and excavation. Sub-meter GPS units, iPads, digital cameras, and laptop computers have been standard devices for fieldwork documentation. Woods Canyon has systems in place to record data on digital forms and directly into databases to shorten the time it takes to turn field data into final, useable information to produce reports.

FIELD EQUIPMENT

Woods Canyon has a fleet of nine 4-wheel drive vehicles available for fieldwork, each of which is equipped for backcountry off-road use. These vehicles are stocked with extra water, spare tires, shovels, chains, and first-aid kits. There are full sets of digital survey recordation equipment for up to six crews, and there is excavation equipment sufficient for more than 20 individual crew members. Backhoes for larger excavation projects are contracted as necessary with local operators familiar with archaeological work. Woods Canyon is also equipped with backcountry communication equipment and safety gear (PPE including hard hats, vests, eye and ear protection).

OFFICE AND LABORATORY

The 3,100 square foot Woods Canyon office is equipped with ten networked computers, a server that is backed up daily, and three high-capacity laser printers. All computers are equipped with software for desktop publishing, various GIS, statistical, topographical mapping, and database management programs.

Woods Canyon has a separate 1,100 square foot dedicated laboratory for artifact analysis, including workstations for material culture analysis, sample processing, and an extensive library on the archaeology and history of the Southwest. Woods Canyon also has facilities to securely store cultural materials recovered from the field, including a special area for the temporary storage of human remains and associated funerary items.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

PROJECTS 2022-present

Project Name: Architectural Documentation and Condition Assessment of 39 Architectural Units in the Southwest Quadrant of Pueblo Bonito, Chaco Culture National Historic Park (Order No. 140P1322P0116)

Project Description: LiDar scanning and detailed condition assessment for guiding stabilization efforts at Pueblo Bonito.

Client: National Park Service

Project Report: Architectural Documentation and Condition Assessment of 39 Architectural Units in the Southwest Quadrant of Pueblo Bonito, Chaco Culture National Historic Park

Project Results: Detailed architectural documentation using annotated LiDar images and recommendations for future conservation efforts.

Project Name: 2023 Stabilization at Edge of the Cedars Pueblo, Blanding, Utah

Project Description: Preservation of a prehistoric Ancestral Puebloan ruin.

Client: State of Utah Division of Parks and Recreation, Purchase Order No. 2263075

Project Report: Conservation of Rooms 3 and 5 at Edge of the Cedars Pueblo (42SA700), San Juan County Utah (U23WN0291)

Project Results: Active masonry erosion in Rooms 3 and 5 was addressed by the 2023 stabilization efforts. The rooms are now considered structurally and materially stable.

Project Name: 2022 Stabilization at Anasazi State Park, Garfield County, Utah

Project Description: Preservation of a prehistoric Ancestral Puebloan ruin and the replica pueblo display.

Client: State of Utah Natural Resources Parks and Recreation, Division of Facilities Construction and Management
Project No. 23117510

Project Report: Anasazi Visitor Center Museum Replica and Ruin Stabilization Project, Garfield County, Utah (U22WN0578)

Project Results: The prehistoric roomblock exhibit (Structure A of the Coombs site) was treated to stabilize the exposed prehistoric architecture, make the architecture more interpretable to the public, and protect the exhibit infrastructure. Conservation of the replica pueblo restored the safety threat of collapsing roof elements and addressed ongoing and extensive mortar erosion. Treatments included replacing major roof support beams in two of the five rooms, recapping, and repointing all exterior walls, and adding fill to the roof and around the base of the structure.

Project Name: 2022 Stabilization at Edge of the Cedars Pueblo, Blanding, Utah

Project Description: Preservation of a prehistoric Ancestral Puebloan ruin.

Client: State of Utah Division of Parks and Recreation, Purchase Order No. 2263075

Project Report: Conservation of Room 11 at Edge of the Cedars Pueblo (42SA700), San Juan County Utah (U22WN0411)

Project Results: Active masonry erosion in Room 11 was treated by the 2022 stabilization efforts. The room is now considered structurally and materially stable.

Project Name: Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah BLM Contract Number: 140L0621A0018

BLM Order No. 140L0621F0391

Project Description: Class III cultural resource inventory of approximately 2,118 miles (63,475 acres) scattered across Wayne and Garfield Counties, Utah. The project involves thousands of cultural resource sites dating from Paleoindian through Historic in age. Travel management recommendations are being prepared for analysis by BLM.

Client: Utah Bureau of Land Management

Project Report: Various

Project Results: Documentation of more than 1,000 sites in 2022 with components ranging in age from Paleoindian through Historic.

Project Name: Class III Cultural Resources Inventory for the San Juan National Forest, Dolores Ranger District

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

(Fire Pine, Turkey, and Salter projects)

Project Description: Inventory of approximately 25,000 acres of San Juan National Forest lands Dolores and Montezuma Counties, Colorado.

Client: United States Forest Service, Contract Numbers 1240LQ21C0007, 1240LQ21C0008, 1240LQ21C0009

Project Report: Various

Project Results: Documentation of hundreds of cultural resource sites ranging from Archaic to Historic in age, including numerous linear resource sites. Reports included specific recommendations for fuels treatment in the vicinity of NRHP eligible sites.

Project Name: Paleontological Survey of 23.3 Miles for the Harvest W-2 Pipeline in Sandoval County, New Mexico.

Project Description: Inventory of BLM, State, and Tribal lands with a PFYC of 5 (San Jose Formation) in Sandoval County, New Mexico.

Client: Harvest Midstream

Project Report: Paleontological Survey of 23.3 Miles for the Harvest W-2 Pipeline in Sandoval County, New Mexico.

Project Results: Documented all isolated paleontological resources and several paleontological localities. Made design and monitoring recommendations for development of the proposed pipeline.

Project Name: Utah Outdoor Recreation Grant 2022 Visitor Use Management at Four Sites

Project Description: Conservation treatments within Bears Ears National Monument, Utah.

Client: Friends of Cedar Mesa, Utah Outdoor Recreation Grant

Project Report: Conservation Treatment at Four Sites on USFS lands in Bears Ears National Monument in San Juan County, Utah

Project Results: Monitoring of and reporting on use management installations at Doll House/Doll House View (42SA3864/42SA3861) and Lewis Lodge/Lewis Gate (42SA256/42SA12840) sites on Manti-La Sal National Forest lands. The purpose of this work is to provide FOCM and the FS with guidance to preserve and protect cultural resources during the installation of visitor use management infrastructure.

Project Name: World Monuments Fund 2022 Condition Assessment of Three Sites in Grand Gulch

Project Description: Conservation assessments within Bears Ears National Monument, Utah.

Client: Friends of Cedar Mesa, World Monuments Fund

Project Report: Conservation Assessment of Selected Sites in Grand Gulch, Bears Ears National Monument, Utah

Project Results: Site condition assessment of and conservation treatment recommendations for Turkey Pen, Junction Ruin, and Perfect Kiva on BLM-Monticello Field Office lands. The purpose of this work is to provide BLM with recommendations for specific conservation treatments at these sites to preserve and protect them for future visitation and interpretation.

Project Name: Collaborative Land Management Plan for the Bears Ears Intertribal Coalition

Project Description: Completion of land management plans for the Ute Indian Tribe of Utah, the Ute Mountain Ute Tribe, and the synthesis of land management plans from the five tribes of the Bears Ears Intertribal Coalition

Client: Resource Legacy Fund and the Bears Ears Intertribal Coalition

Project Report: Bears Ears Inter-Tribal Coalition: A Collaborative Land Management Plan for the Bears Ears National Monument

Project Results: The five Tribes of the Bears Ears Inter-Tribal Coalition – Hopi, Navajo, Ute Indian Tribe, Ute Mountain Ute, and Zuni -- have deep traditional cultural beliefs that tie them to the land. The purpose of the BEITC Land Management Plan is intended to provide a synthesis of Tribal perspectives on managing the landscape of the Bears Ears National Monument. The BEITC Land Management Plan emphasizes a holistic approach to all resources that gives primacy to indigenous knowledge and perspectives on the stewardship of the Bear's Ears landscape.

Project Name: Class III Survey of MS1's Proposed Solar Farm

Project Description: Class III cultural resource inventory for MS1 Inc.'s proposed solar farm located on the Ute Mountain Ute Reservation in Montezuma County, Colorado. The study area (area of potential effect) for the proposed

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

project is 6,117 acres.

Project Report: Class III Cultural Resource Inventory of MS1 Inc.'s Proposed Solar Farm on Ute Mountain Ute Lands, Montezuma County, Colorado

Project Results: The inventory resulted in the documentation of 24 cultural resource sites, 72 isolated finds, and 17 in-use sites. Ten of the sites are recommended as eligible for inclusion in the National Register of Historic Places (NRHP), ten are not recommended as eligible to the NRHP and three are in need of additional data prior to a recommendation.

Project Name: Emergency Removal of Exposed Human Remains at the Sanchez Site (5AA1270)

Project Description: Removal of human burials eroding due to low water levels at Navajo Reservoir near Arboles, Colorado.

Project Report: Emergency Removal of Exposed Human Remains at the Sanchez Site (5AA1270), Navajo Reservoir, Colorado

Project Results: Four individual, formal burials (Burials 1-4) and a small amount of scattered bone from possibly three individuals (Burial 5) was removed from the Sanchez Site (5AA1270) to the Bureau of Reclamation office in Durango, Colorado. These remains represent an MNI of 7 individuals, all of which appear to be associated with the Pueblo I period (A.D. 700-900) occupation of the site.

Project Name: Class III Cultural Resource Inventory for the Vallecito Seismic Study

Project Description: Inventory of 43 acres scattered across La Plata and Archuleta Counties, Colorado.

Project Report: Class III Cultural Resource Inventory for the Vallecito Seismic Study, La Plata and Archuleta Counties, Colorado (MC.R.R99)

Project Results: The Class III cultural resource inventory documented three historic sites (5LP11246, 5LP11645.2, and 5AA5483) and no isolated finds within the APE's of the proposed seismic locations. Site 5LP11246 and 5LP11645.2 were recommended as eligible to the NRHP, while site 5AA5483 was recommended as not eligible to the NRHP.

Project Name: 3D Laser Scanning of the Southwest Quadrant of Pueblo Bonito

Project Description: LiDar scanning of the

Project Report: Report on the 2022 LiDar Scanning of the Southwest Quadrant of Pueblo Bonito, Chaco Culture National Historical Park, New Mexico

Project Results: The scanning of rooms and walls will provide the park with important baseline data that will allow the continual monitoring of rooms at Pueblo Bonito by NPS staff. Having detailed baseline information about wall masonry types, features, and measurements will provide park staff with the ability to maintain and preserve the world-renowned architecture of Pueblo Bonito and ensure visitors can continue to safely visit the site.

Project Name: Rangely Rock Crawl Survey

Project Description: 615 acre survey

Project Report: Class III Cultural Resource Inventory of the Proposed Rangely Rock Crawling Park, Rio Blanco County, Colorado (RB.LM.R1553)

Project Results: Documentation of 61 sites and 28 isolated finds. Woods Canyon documented impacts to each site on a *BLM Colorado Travel Route Site Assessment Form* appended to the Colorado Archaeology Site Form.

Project Name: Bears Ears Intertribal Coalition Corps Arch Canyon Great House Fence Removal

Project Description: Removal of a cattle exclusion fence at the Arch Canyon Great House (42SA5271) in San Juan County, Utah

Project Report: Removal of the Fence at the Arch Canyon Great House (42SA5271) in San Juan County, Utah by the Bears Ears Intertribal Coalition

Project Results: Pilot project for a conservation corps with representatives of the five tribes of the Bears Ears Intertribal Coalition. Work included fence removal as well as visits to cultural sites in Bears Ears National Monument.

Project Name: Cultural Resource Management Plan for the Ute Indian Tribe of Utah

Project Description: Development of a management plan for the THPO.

Project Report: Cultural Resource Management Plan for the Ute Indian Tribe of Utah

Project Results: Provide the Ute Indian Tribe of Utah with a cultural resource management plan to help the THPO manage

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

cultural resources on and off reservation lands.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

PROJECTS 2016-2021

Project Name: Class III Cultural Resource Inventory for the Crestone Safe Routes to School Trail.

Project Description: Inventory of 25 acres of private lands in Saguache county, Colorado.

Client: Davis Engineering Services on behalf of Saguache County

Project Report: Class III Cultural Resource Inventory for the Crestone Safe Routes to School Trail. CDOT project number, 23034 Saguache County, Colorado

Project Results: Seven sites and eight isolated finds were documented ranging from Archaic to Historic in age.

Project Name: Class III Cultural Resource Inventory for the Proposed Totten Lake Solar Project.

Project Description: Inventory of 34 acres of private lands in Montezuma county, Colorado.

Client: Cortez Solar I, LLC

Project Report: Class III Cultural Resource Inventory for the Proposed Totten Lake Solar Project, Montezuma County, Colorado

Project Results: Three isolated finds were located; two historic and one prehistoric. No cultural *sites* were located.

Project Name: Garbareno Class III Cultural Resources Inventory for the Lone Pine Vegetation Management Project, San Juan National Forest, Dolores Ranger District

Project Description: Inventory of 4,768 acres of forest lands in Dolores county, Colorado.

Client: United States Forest Service, Contract Number 1282CS20P0010

Project Report: Class III Cultural Resource Inventory for the Lone Pine Vegetation Management EA Garbareno Unit 1 on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado (SJNF #2018-13F) (OAHF DL.FS.R154); Class III Cultural Resource Inventory for the Lone Pine Vegetation Management EA Garbareno Base Unit 2 and Optional Unit on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado (SJNF #2018-13G) (OAHF DL.FS.R157)

Project Results: Twenty sites and eight isolated finds were documented ranging from Archaic to Historic in age. Report included specific recommendations for fuels treatment in the vicinity of NRHP eligible sites.

Project Name: Peeled Pine Class III Cultural Resources Inventory for the Lone Pine Vegetation Management Project, San Juan National Forest, Dolores Ranger District

Project Description: Inventory of 2,925 acres of forest lands in Dolores county, Colorado.

Client: United States Forest Service, Contract Number 1282CS20P0012

Project Report: Class III Cultural Resource Inventory for the Lone Pine Vegetation Management EA Peeled Pine Units on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado. (SJNF #2018-13H) (OAHF DL.FS.R155)

Project Results: Documented 19 prehistoric sites, 2 historic sites, and 16 isolated finds ranging from Archaic to Historic in age. Report included specific recommendations for fuels treatment in the vicinity of NRHP eligible sites.

Project Name: Aspen Rock Block Class III Cultural Resource Inventory for the Dolores Aspen Landscape Vegetation Management EA, Dolores Ranger District, San Juan National Forest, Montezuma County, Colorado

Project Description: Inventory of 3,851 acres of forest lands in Montezuma county, Colorado.

Client: United States Forest Service, Contract Number 1282CS20P0011

Project Report: Class III Cultural Resource Inventory of Rock Block Unit 1 for the Dolores Aspen Landscape Vegetation Management EA, Dolores Ranger District, San Juan National Forest, Montezuma County, Colorado (SJNF #2018-14A) (OAHF MT.FS.R195); Class III Cultural Resource Inventory of Rock Block Unit 2 for the Dolores Aspen Landscape Vegetation Management EA, Dolores Ranger District, San Juan National Forest, Montezuma County, Colorado (SJNF #2018-14B) (OAHF MT.FS.R196)

Project Results: A total of 99 cultural resource sites and three linear segments were recorded. A total of 134 isolated finds were documented. Report included specific recommendations for fuels treatment in the vicinity of NRHP eligible sites and discussions of cultural landscape for the numerous aspen glyphs.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: Big Water Class III Cultural Resource Inventory for the Dolores Ranger District, San Juan National Forest, Colorado

Project Description: Inventory of 7,344 acres of forest lands in Montezuma and Dolores counties, Colorado.

Client: United States Forest Service, Contract Number 1282CS20P0026

Project Report: Class III Cultural Resource Inventory for the Lone Pine Vegetation Management EA, Big Water Base Unit, Option Units 1, 2, and 3 on the Dolores Ranger District, San Juan National Forest, Dolores and Montezuma County, Colorado (SJNF #2018-13I) (OAHP DL.FS.R158);

Project Results: A total of 110 cultural resource sites recorded. A total of 49 isolated finds were documented. Most of the sites (n=76) were prehistoric Anasazi habitations and activity areas near the Dolores River. Recommendations were made regarding vegetation treatments in the vicinity of NRHP eligible sites.

Project Name: Historic Property Survey Within The Original Townsite of Cortez, Montezuma County, Colorado

Project Description:

Client: City of Cortez, History Colorado Certified Local Government Grant #CO-19-10001

Project Report: Survey of 22 Historic Properties Within The Original Townsite of Cortez, Montezuma County, Colorado (OAHP No. MT.SHF.R140)

Project Results: Documented 22 historic properties and made recommendations for local, state, and national registers of historic places.

Project Name: Paleontological Survey of 14 Wells and Associated Infrastructure in the San Juan Basin Northwest of Cuba in Sandoval County, New Mexico.

Project Description: Inventory of APE for 14 proposed wells and associated infrastructure on BLM lands with a PFYC of 5 (San Jose Formation) in Sandoval County, New Mexico.

Client: EOG Resources, Inc.

Project Report: various

Project Results: Documented all isolated paleontological resources and one paleontological locality. Made design and monitoring recommendations for development of the proposed wells.

Project Name: 2019 Stabilization at Edge of the Cedars Pueblo, Blanding, Utah

Project Description: Preservation of a prehistoric Ancestral Puebloan ruin.

Client: State of Utah Division of Parks and Recreation, Purchase Order No. 560-1900000187

Project Report: Roof Repair of Room 6 in Complex 4 at Edge of the Cedars Pueblo (42SA700), San Juan County, Utah (U19WN0183)

Project Results: The Room 6 repairs included the replacement of two roof beams, replacement of overlying plywood, addition of another layer of roofing membrane, repointing, and adding additional sterile fill dirt to the roof to contour moisture toward a repaired drain. The work has stabilized the roof and it is now functioning as intended when it was initially reconstructed.

Project Name: 2020 Stabilization at Edge of the Cedars Pueblo, Blanding, Utah

Project Description: Preservation of a prehistoric Ancestral Puebloan ruin.

Client: State of Utah Division of Parks and Recreation, Purchase Order No. 560-2040000031

Project Report: Stabilization of Kiva 2 and Rooms 8 and 10 at Edge of the Cedars Pueblo (42SA700), San Juan County Utah (U20WN0356)

Project Results: Kiva 2 and Rooms 8 and 10 were stabilized between April 11 and April 19, 2020 (U20WN0356). Treatments included stone resetting and contouring of caps, void repair, repointing, and a doorway rebuild in the east wall of Room 10.

Project Name: 2020 Stabilization at Anasazi State Park, Garfield County, Utah

Project Description: Preservation of a prehistoric Ancestral Puebloan ruin.

Client: State of Utah Natural Resources Parks and Recreation, Purchase Order No. 560-2040000033

Project Report: Stabilization of the Pit House Display at the Combs Site (42GA34) at Anasazi State Park, Garfield County, Utah (U20WN0418)

Project Results: Repair treatments included repair of the reconstructed elements of the pit house including the roof, the ventilator shaft opening, and wall plaster. The northern side of the structure was stabilized by the addition of a covering of timbers and earth.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: 2020 Stabilization of the Seven Kivas Site

Project Description: Preservation of a prehistoric Ancestral Puebloan ruin in Road Canyon, Utah.

Client: Friends of Cedar Mesa, World Monuments Fund and Butler Foundation

Project Report: Conservation Treatment of the Seven Kivas Site (42SA5010), San Juan County, Utah (U20WN0190)

Project Results: The project included tree-ring sampling and architectural documentation of two kivas, and the comprehensive conservation of the site. All eighteen architectural features were stabilized to various degrees using additive and reversible methods. Dangerous entrance points into two standing kivas were sealed and access into and through ten other features was restricted. The trail into and through the site was consolidated to a single formalized path.

Project Name: The River House Corridor Project: Condition Assessment and Treatment Recommendations for River House and Kachina Panel

Project Description: Preservation recommendations for two significant prehistoric Ancestral Puebloan ruins in along the San Juan River west of Bluff, Utah.

Client: Friends of Cedar Mesa, World Monuments Fund and Butler Foundation

Project Report: The River House Corridor Project: Condition Assessment and Treatment Recommendations for River House (42SA5281) and Kachina Panel (42SA28484), San Juan County, Utah (U20WN0525)

Project Results: The project included detailed recommendations for the conservation of these two heavily visited sites.

Project Name: Stabilization of the Henry Huff Cabin in Montrose County, Colorado

Project Description: Stabilization of the National Register Listed Henry Huff cabin on Bureau of Land Management property in southwest Colorado.

Client: Bureau of Land Management-Tres Rios Field Office

Project Report: Stabilization of the Henry Huff Cabin (5MN4678) in Montrose County, Colorado (Project No. TR19004)

Project Results: The log cabin built in 1907 had the roof repaired and all logs re-chinked, as well as rebuilding and stabilization of the massive stone chimney.

Project Name: 2019 Conservation Treatment Recommendations for Four Sites on USFS Lands, Utah

Project Description: Condition assessment and conservation planning for high-visitation prehistoric sites.

Client: Friends of Cedar Mesa, World Monuments Fund and Butler Foundation

Project Report: Condition Assessment and Conservation Treatment Recommendations for Four Sites on US Forest Service Lands, San Juan County, Utah (U19WN0697)

Project Results: Condition assessment and conservation treatment plans for four Ancestral Puebloan sites: Lewis Lodge (42SA256), Twin Kivas (42SA11860-63), Doll House (5390), and Dry Wash Cave (42SA13180).

Project Name: 2017 Stabilization and Preservation of Chimney Rock Pueblo, Chimney Rock National Monument, Colorado

Project Description: Restoration treatments at an Ancestral Puebloan site.

Client: United States Forest Service, San Juan National Forest

Project Report: Stabilization and Preservation of Chimney Rock Pueblo in Archuleta County, Colorado

Project Results: Stabilization of several proveniences at the Chacoan Great House (5AA83) including rebuilding of kiva pilasters, repointing, drainage management, and wall caps.

Project Name: Class III Cultural Resource Inventory for the Bison Oil and Gas Margin Call 22-7 #12 and Rollo Viking 22-7 #11 Well Pads, Access Roads, and Pipelines in Sandoval County, New Mexico

Project Description: A cultural resource inventory of 46.97 acres for two well locations.

Client: Adkins Environmental

Project Report: Class III Cultural Resource Inventory for the Bison Oil and Gas Margin Call 22-7 #12 and Rollo Viking 22-7 #11 Well Pads, Access Roads, and Pipelines in Sandoval County, New Mexico

Project Results: One newly recorded site and one previously recorded site, and 14 Isolated Finds were recorded.

Project Name: Class III Cultural Resource Inventory of the Rico Trails Alliance 2018 Segments, Dolores County, Colorado

Project Description: A cultural resource inventory of approximately 106 acres (7.5 miles) of trails in the San Juan National Forest.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Client: Rico Trails Alliance

Project Report: Class III Cultural Resource Inventory of the Rico Trails Alliance 2018 Segments, Dolores County, Colorado

Project Results: Five previously recorded historic sites and six isolated finds were recorded.

Project Name: Reburial of a Pueblo II/Pueblo III Anasazi Pottery Vessel at 5MT2772 in the Kiva Point Locality, Ute Mountain Ute Tribal Park, Montezuma County, Colorado.

Project Description: An Anasazi vessel from an actively eroding area was reburied near the original discovery location.

Client: Ute Mountain Ute Tribal Historic Preservation Office

Project Report: Reburial of a Pueblo II/Pueblo III Anasazi Pottery Vessel at 5MT2772 in the Kiva Point Locality, Ute Mountain Ute Tribal Park, Montezuma County, Colorado.

Project Results: The vessel was reburied in the vicinity of the original discovery. No human remains were encountered.

Project Name: Excavation, Analysis, and Reburial of a Basketmaker Mass Burial at 5MT23145 on Ute Mountain Ute Lands, Montezuma County, Colorado.

Project Description: Emergency excavation and recovery of a mass burial of at least 13 individuals from an actively eroding arroyo on Tribal Land.

Client: Ute Mountain Ute Tribe

Project Report: Excavation, Analysis, and Reburial of a Basketmaker Mass Burial at 5MT23145 on Ute Mountain Ute Lands, Montezuma County, Colorado.

Project Results: Fifteen individuals were recovered and reburied in proximity to their original location.

Project Name: Report on Cultural Resource Monitoring of Elk Petroleum's Site Remediation Efforts on BLM Lands in Bucket Canyon, San Juan County, Utah (U19WN0408)

Project Description: Remediation of two NRHP-eligible Ancestral Puebloan archaeological sites impacted by a spill of produced water, and subsequent clean-up activities.

Client: Elk Operating Services

Project Report: Report on Cultural Resource Monitoring of Elk Petroleum's Site Remediation Efforts on BLM Lands in Bucket Canyon, San Juan County, Utah (U19WN0408)

Project Results: The two sites were revegetated and reclaimed to their pre-damage condition.

Project Name: Testing Phase Results And Data Recovery Recommendations For 15 Sites Within Energy Fuels Resources (USA), Inc.'s Proposed White Mesa Mill Cell 5A and 5B Construction Area, San Juan County, Utah

Project Description: Evaluative testing and data recovery for 15 sites within EFR proposed White Mesa Cell 5A and 5B construction, along with recommendations for excavation to mitigate potential adverse effects of the proposed undertaking

Client: Energy Fuels Resources USA, Inc.

Project Report: Testing Phase Results And Data Recovery Recommendations For 15 Sites Within Energy Fuels Resources (USA), Inc.'s Proposed White Mesa Mill Cell 5A and 5B Construction Area, San Juan County, Utah (U19WNM0136)

Project Results: Of the 15 sites tested, 12 were recommended for data recovery or mitigation.

Project Name: Class III Cultural Resource Inventory of Dugan Production Corporation's Proposed Blanco Trading Post Pool Expansion in San Juan County, New Mexico

Project Description: Cultural resource inventory of 6.12 acres for a proposed water containment pool adjacent to an existing pool.

Client: Dugan Productions Corporation

Project Report: Class III Cultural Resource Inventory of Dugan Production Corporation's Proposed Blanco Trading Post Pool Expansion in San Juan County, New Mexico

Project Results: No cultural resource sites, negative report.

Project Name: Class III Cultural Resource Inventory of Dugan Productions Corporation's Proposed Olson #93 Well Pad, Access Road, and Pipeline in San Juan County, New Mexico

Project Description: Cultural resource inventory of a 12 acre parcel for a well location.

Client: Dugan Productions Corporation

Project Report: Class III Cultural Resource Inventory of Dugan Productions Corporation's Proposed Olson #93 Well

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Pad, Access Road, and Pipeline in San Juan County, New Mexico

Project Results: No cultural resource sites, negative report.

Cultural Resource Management Plan for the Ute Indian Tribe of Utah

Project Name: Archaeological Testing and Site Assessment of LA51117 for American Gypsum Company on White Mesa, Sandoval County, New Mexico, Zia Pueblo Lands

Project Description: Detailed mapping, collection, recordation of all surface artifacts and features, along with excavation of seven features and six additional excavation units within Site LA51117.

Client: American Gypsum Company

Project Report: Archaeological Testing and Site Assessment of LA51117 for American Gypsum Company on White Mesa, Sandoval County, New Mexico, Zia Pueblo Lands (NMCRIIS Activity No. 143501)

Project Results: The potential impacts to LA51117 through the proposed mine expansion have been mitigated through the testing and recording done.

Project Name: Navajo Nation Database User Manual

Project Description: Creation of a central database for Cultural Resource management, along with supporting documentation and training.

Client: Navajo Nation Heritage and Historic Preservation Department, Division of Natural Resources

Project Report: NNHHPD Database User Manual

Project Results: A detailed database for entering and tracking cultural resources on Navajo Nation properties was created, and training documents provided as support for the database.

Project Name: Class III Cultural Resource Inventory for Northwest Pipeline, LLCs Proposed 2019 La Plata to Pleasant View Anomaly Digs, Montezuma County, Colorado

Project Description: Survey of 22.63 acres in advance of pipeline anomaly testing on private land.

Client: Northwest Pipeline, LLC.

Project Report: Class III Cultural Resource Inventory for Northwest Pipeline, LLCs Proposed 2019 La Plata to Pleasant View Anomaly Digs, Montezuma County, Colorado

Project Results: One previously recorded site (5MT13470) was documented and was recommended to be preserved/avoided.

Project Name: Class I Cultural Resource Review For Northwest Pipeline LLC's Proposed 2019 Cathodic Protection Station No. 2039 Improvements, Grand County, Utah

Project Description: Literature search for a proposed new cathodic protection infrastructure in Moab, Utah.

Client: Northwest Pipeline LLC.

Project Report: Class I Cultural Resource Review For Northwest Pipeline LLC's Proposed 2019 Cathodic Protection Station No. 2039 Improvements, Grand County, Utah

Project Results: Because the site has been repeatedly disturbed and is situated in an area with multiple cultural resource inventories, no additional cultural resource clearance work is recommended.

Project Name: Class III Cultural Resource Inventory for Northwest Pipeline, LLCs Proposed 2019 Moab Recoat on Private Land at Milepost 65, Montezuma County, Colorado

Project Description: Cultural resource survey of a 5.4 acre parcel on private land.

Client: Northwest Pipeline, LLC.

Project Report: Class III Cultural Resource Inventory for Northwest Pipeline, LLCs Proposed 2019 Moab Recoat on Private Land at Milepost 65, Montezuma County, Colorado

Project Results: One eligible site, (n5MT22125), and one isolated find were recorded in the buffered project area.

Project Name: Class I Cultural Resource Review For Northwest Pipeline LLC's Proposed 2019 Cisco Springs Meter Station Abandonment at M.P. 189.93, Grand County, Utah

Project Description: Literature search for a small area to be reclaimed at an abandoned Meter Station.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Client: Northwest Pipeline, LLC.

Project Report: Class I Cultural Resource Review For Northwest Pipeline LLC's Proposed 2019 Cisco Springs Meter Station Abandonment at M.P. 189.93, Grand County, Utah

Project Results: Previous surveys have identified one historic road in the vicinity of the project area, but well outside the limits of disturbance, therefore, no additional cultural resource clearance work is recommended.

Project Name: Class III Cultural Resource Inventory of 294.19 Acres of Cottonwood Wash, San Juan County, Utah

Project Description: Recordation of 43 previously undocumented sites and 9 previously recorded sites within 294.20 acres of BLM land and 52.10 acres of SITLA land.

Client: Friends of Cedar Mesa

Project Report: Class III Cultural Resource Inventory of 294.19 Acres of Cottonwood Wash, San Juan County, Utah (U19WN0045)

Project Results: A summary of the 52 documented sites, 33 of which are on BLM lands, and 14 on SITLA lands, and 5 sites located on both BLM and SITLA lands.

Project Name: Class III Cultural Resource Inventory of 52.5 Acres around Mule Canyon Ruin, San Juan County, Utah.

Project Description: Recordation of eight sites around Mule Canyon Ruin and the associated access road, parking area, and trails.

Client: Friends of Cedar Mesa

Project Report: Class III Cultural Resource Inventory of 52.5 Acres around Mule Canyon Ruin, San Juan County, Utah. (U19WN0048)

Project Results: Eight sites were recorded and all recommended as eligible to the NRHP.

Project Name: Condition Assessment and Recommendations for Stabilization and Preservation of Seven Kiva Ruin (42S5010) on Cedar Mesa in San Juan County, Utah

Project Description: Analysis of existing condition and recommendations for stabilization tactics.

Client: Friends of Cedar Mesa

Project Report: Condition Assessment and Recommendations for Stabilization and Preservation of Seven Kiva Ruin (42S5010) on Cedar Mesa in San Juan County, Utah (U19WN0227)

Project Results: Management recommendations for stabilizing potentially deteriorating components.

Project Name: Class III Cultural Resources Survey of Two Monitoring Wells in Lisbon Valley, San Juan County, Utah.

Project Description: Cultural resource inventory of 15.8 acres of BLM land.

Client: Northwest Pipeline, LLC

Project Report: Class III Cultural Resources Survey of Two Monitoring Wells in Lisbon Valley, San Juan County, Utah. (U19WN0265)

Project Results: Five historic isolated finds were documented.

Project Name: Class III Cultural Resource Inventory for the Lone Pine EA Phase 2 on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado, (SJNF #2018-13-B)

Project Description: Cultural resource survey of 8,219 acres on the San Juan National Forest

Client: Dolores District Ranger Office, USFS

Project Report: Class III Cultural Resource Inventory for the Lone Pine EA Phase 2 on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado, (SJNF #2018-13-B)

Project Results: Forty-six cultural sites were located and recorded.

Project Name: Class III Cultural Resource Inventory of 11 Helium Wells in the Tocito Dome Area, Sanostee Chapter, San Juan County, New Mexico

Project Description: Survey of 11 proposed well locations and flowlines as well as ethnography

Client: Dugan Production Company

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Report: Class III Cultural Resource Inventory of 11 Helium Wells in the Tocito Dome Area, Sanostee Chapter, San Juan County, New Mexico

Project Results: Documented historic Navajo and Ancestral Puebloan sites as well as TCPs and sacred areas.

Project Name: Class III Cultural Resource Inventory of Dugan Production Corporation's Proposed McDougal and Olsen Well Locations, San Juan County, New Mexico

Project Description: Survey of eight proposed well locations and tie lines.

Client: Dugan Production Company

Project Report: Class III Cultural Resource Inventory of Dugan Production Corporation's Proposed Olsen and McDougal Well Locations, San Juan County, New Mexico

Project Results: Navajo and Ancestral Puebloan sites documented and avoided by re-route surveys.

Project Name: Conservation Treatment of Visitor Impacts at Nine Sites, San Juan County, Utah (U18WN0684)

Project Description: Mitigation of effects of extensive visitation including graffiti removal, structural stabilization, visitor trail reconfiguration.

Client: BLM Monticello Field Office under the Utah BLM Cedar Mesa Cultural Resource Education and Protection Partnership with Friends of Cedar Mesa.

Project Report: Conservation Treatment of Visitor Impacts at Nine Sites, San Juan County, Utah (U18WN0684)

Project Results: Conservation treatments aimed at mitigating the effects of visitation at nine prehistoric archaeological sites, reporting and documentation.

Project Name: Cedar Point Class III Cultural Resource Inventory, San Juan County, Utah (U18WN0602)

Project Description: Cultural resource inventory of 3,741 acres of BLM.

Client: BLM Canyon Country District Office

Project Report: Cedar Point Class III Cultural Resource Inventory, San Juan County, Utah (U18WN0602)

Project Results: Reporting and documentation of 445 prehistoric and historic sites.

Project Name: Class III Cultural Resource Inventory of the Gunnison Sage Grouse Fuels Treatment Area, San Juan County, Utah (U18WN0601)

Project Description: Cultural resource inventory of 3,222 acres of BLM lands for Gunnison Sage Grouse fuels treatment.

Client: BLM Canyon Country District Office

Project Report: Class III Cultural Resource Inventory of the Gunnison Sage Grouse Fuels Treatment Area, San Juan County, Utah (U18WN0601)

Project Results: Reporting and documentation of 171 prehistoric and historic sites.

Project Name: A Class III Cultural Resource Survey of 160 Acres of Cottonwood Wash, San Juan County, Utah **Project Description:** Cultural resource survey of a 1-mile long segment of BLM-MFO lands in Cottonwood Canyon approximately 6 miles north of Bluff, Utah.

Client: Friends of Cedar Mesa under contract with the BLM

Project Report: A Class III Cultural Resource Survey of Approximately 160 Acres of Cottonwood Wash, San Juan County, Utah

Project Results: Documentation of 36 prehistoric sites including cliff dwellings and rock art panels.

Project Name: Class III Cultural Resource Inventory for Energy Fuels Resources (USA) Inc.'s Proposed Cell 5A and 5B Construction on Private Lands, White Mesa, San Juan County, Utah (U18WN0423)

Project Description: Cultural resource inventory of 169 acres of private lands.

Client: Energy Fuels and Utah Public Lands Policy Coordination Office

Project Report: Class III Cultural Resource Inventory for Energy Fuels Resources (USA) Inc.'s Proposed Cell 5A and 5B Construction on Private Lands, White Mesa, San Juan County, Utah (U18WN0423)

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Results: Reporting and documentation of 18 prehistoric and historic sites.

Project Name: Class III Cultural Resource Inventory of Proposed Corral and Cow Camp, on State Lands in Lockhart Basin, San Juan County, Utah (U18WN0252)

Project Description: Cultural resource inventory of 15 acres of State Lands.

Client: Curtis Wilcox

Project Report: Class III Cultural Resource Inventory of Proposed Corral and Cow Camp, Lockhart Basin, San Juan County, Utah (U18WN0252)

Project Results: No cultural material was located.

Project Name: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Cathodic Protection Station 2024, San Juan County, Utah (U18WN0311)

Project Description: Cultural resource inventory of 9.6 acres of State Lands.

Client: Northwest Pipeline, LLC

Project Report: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Cathodic Protection Station 2024, San Juan County, Utah (U18WN0311)

Project Results: A single site was rerecorded and one isolated find was noted.

Project Name: A Class III Cultural Resource Survey of 1,360 Acres for the Central GSA Mine Sites Project in McKinley County, New Mexico

Project Description: Cultural resource survey of 1,360 acres that may be impacted by uranium mine reclamation.

Client: Carrizo Mountain Environmental and Herbarium, Inc.

Project Report: A Class III Cultural Resource Survey for the Central GSA Mine Sites Project in McKinley County, New Mexico

Project Results: 25 historic and prehistoric sites were identified, including four abandoned uranium mines.

Project Name: Cultural Resource Survey of 5.83 Miles of a Proposed NTUA Fiber Optic Line, Red Mesa Chapter, San Juan County, Utah

Project Description: This project surveyed a 5.83-mile right-of-way approximately 100 feet wide for cultural resources along a proposed fiber optic line.

Client: Navajo Nation Tribal Utilities (NTUA)

Project Report: Cultural Resource Survey of 5.83 Miles of a Proposed NTUA Fiber Optic Line, Red Mesa Chapter, San Juan County, Utah (NTUA Project No. 12-163-0063)

Project Results: Located and documented one new archaeological site and a single prehistoric isolated occurrence. In addition, five In-Use sites (IUS) were identified.

Project Name: Cultural Resource Survey of the NTUA Navajo Mountain-Rainbow Plateau Distribution Line with Fiber Optic Cable, Navajo Mountain Chapter, Coconino County, Arizona

Project Description: This project surveyed an 11-mile right-of-way approximately 100 feet wide for cultural resources along a proposed fiber optic line.

Client: Navajo Nation Tribal Utilities (NTUA)

Project Report: Cultural Resource Survey of the NTUA Navajo Mountain-Rainbow Plateau Distribution Line with Fiber Optic Cable, Navajo Mountain Chapter, Coconino County, Arizona (NTUA Project No. 16-170-0006)

Project Results: Woods Canyon identified 18 new archaeological sites and 13 historic and prehistoric isolated occurrences (IOs) within the project area, and 16 In-Use sites.

Project Name: Class III Cultural Resource Inventory of Proposed Aneth Community Center Project in

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Aneth Chapter, San Juan County, Utah, Navajo Nation

Project Description: Cultural resource survey of 12 acres

Client: Carrizo Mountain Environmental and Herbarium, Inc.

Project Report: Class III Cultural Resource Inventory of Proposed Aneth Community Center Project in Aneth Chapter, San Juan County, Utah, Navajo Nation

Project Results: Located and documented one prehistoric site and two In-Use sites

Project Name: Class III Cultural Resource Inventory of Proposed CMEH Powerline Extension

Project in Ojo Encino and Counselor Chapters, Sandoval County, New Mexico, Navajo Nation

Project Description: Survey of an approximately 8-mile right-of-way approximately 100 feet wide along a proposed powerline extension.

Client: Carrizo Mountain Environmental and Herbarium, Inc.

Project Report: Class III Cultural Resource Inventory of Proposed CMEH Powerline Extension Project in Ojo Encino and Counselor Chapters, Sandoval County, New Mexico, Navajo Nation

Project Results: Five sites were identified.

Project Name: A Class III Cultural Resource Survey of Navajo Allotments 3082 and 3084 in the Baca and Prewitt Chapters for the West GSA Mine Sites Project in McKinley County, New Mexico

Project Description: Cultural resource survey of 398.3 acres and an additional 200-ft buffer (78.3 acres) around allotments that may be impacted by uranium mine reclamation.

Client: Carrizo Mountain Environmental and Herbarium, Inc.

Project Report: A Class III Cultural Resource Survey of Navajo Allotments 3082 and 3084 in the Baca and Prewitt Chapters for the West GSA Mine Sites Project in McKinley County, New Mexico

Project Results: Four new prehistoric sites, 122 historic and prehistoric Isolated Finds, and 12 In-Use sites were identified.

Project Name: Cultural Resource Survey of 2.4 Miles of a Proposed NTUA Fiber Optic Line, Four

Corners Monument Tribal Park Distribution Line, Teec Nos Pos Chapter, Apache County, Arizona

Project Description: This project surveyed a 2.4-mile right-of-way approximately 30 feet wide for cultural resources along a proposed fiber optic line.

Client: Navajo Nation Tribal Utilities (NTUA)

Project Report: Cultural Resource Survey of 2.4 Miles of a Proposed NTUA Fiber Optic Line, Four Corners Monument Tribal Park Distribution Line, Teec Nos Pos Chapter, Apache County, Arizona (UA Project No. 12-170-0020)

Project Results: Located and documented three prehistoric sites, five Isolated Finds, and seven In-Use sites.

Project Name: Class III Cultural Resource Survey of Kinder Morgan CO2 Company's Proposed CB4 Well, Pipeline, and Access Road, Montezuma County, Colorado

Project Description: Survey of 48.4 acres around a potential well pad and access road.

Client: Kinder Morgan CO2 Company

Project Report: Class III Cultural Resource Survey of Kinder Morgan CO2 Company's Proposed CB4 Well, Pipeline, and Access Road, Montezuma County, Colorado (TRFO18004; OAH #MT.LM.R522)

Project Results: Ten prehistoric sites and one Isolated Find were recorded.

Project Name: Class III Cultural Resource Inventory of Kinder Morgan CO2 Company's Proposed DC22 Well and Access Road, Dolores County, Colorado

Project Description: Survey of 43.25 acres around a proposed well and access road.

Client: Kinder Morgan CO2 Company

Project Report: Class III Cultural Resource Inventory of Kinder Morgan CO2 Company's Proposed DC22 Well and Access Road, Dolores County, Colorado BLM TR18001) (DL.LM.R.120)

Project Results: Two Isolated Finds

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: Class III Cultural Resource Inventory of Dugan Production Corporation's Proposed PGA10_3, PGA10_4, PGA2_3, and PGA35_4 Well Locations, San Juan County, New Mexico

Project Description: Survey of four proposed well locations totaling 38.9 acres.

Client: Dugan Production Company

Project Report: Class III Cultural Resource Inventory of Dugan Production Corporation's Proposed PGA10_3, PGA10_4, PGA2_3, and PGA35_4 Well Locations, San Juan County, New Mexico

Project Results: No sites identified.

Project Name: Class III Cultural Resource Survey and Conservation Recommendations for Visitor Access to Six Ancestral Puebloan Sites, San Juan County, Utah

Project Description: Survey of approximately 67 acres along with conservation recommendations.

Client: Monticello Field Office, Utah Bureau of Land Management, and SITLA

Project Report: Class III Cultural Resource Survey and Conservation Recommendations for Visitor Access to Six Ancestral Puebloan Sites, San Juan County, Utah (U17WN0638b.s)

Project Results: Located and documented six prehistoric sites and made recommendations for rerouting trails and lessening the impacts of visitors.

Project Name: Class III Cultural Resource Inventory of PS 8599, a SITLA Sale Parcel, San Juan County, Utah

Project Description: Survey of approximately 21.37 acres.

Client: Utah State Trust Lands (SITLA)

Project Report: Class III Cultural Resource Inventory of PS 8599, San Juan County, Utah (U17WN0994)

Project Results: Located and documented a single historic road segment.

Project Name: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Catholic Protection Station 2022, Grand County, Utah (U17WN0448)

Project Description: Cultural resource inventory of 2.5 acres of State Lands.

Client: Northwest Pipeline, LLC

Project Report: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Catholic Protection Station 2022, San Juan County, Utah (U18WN0448)

Project Results: No cultural materials or sites were located.

Project Name: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Catholic Protection Station 2023, Grand County, Utah (U17WN0449)

Project Description: Cultural resource inventory of 2.5 acres of State Lands.

Client: Northwest Pipeline, LLC

Project Report: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Catholic Protection Station 2023, San Juan County, Utah (U18WN0449)

Project Results: No cultural materials or sites were located.

Project Name: Class II and III Cultural Resource Inventory for Phase I of the Bureau of Land Management Monticello Field Office Visitor Use Area Survey, San Juan County, Utah

Project Description: Documentation of visitor use impacts in North Mule and South Mule Canyons, and the Fish and Owl Canyon Loop Trail, (325 acres along recreational trails) as well as intensive documentation at an additional ten frequently visited sites scattered within the BLM-MFO administrative area.

Client: Monticello Field Office, Utah Bureau of Land Management

Project Report: Class II and III Cultural Resource Inventory for Phase I of the Bureau of Land Management Monticello Field Office Visitor Use Area Survey, San Juan County, Utah (U17WN0385b)

Project Results: Forty-seven sites were documented, all of which had some degree of deterioration due to visitor impacts.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: Stabilization and Preservation of Turkey Pen, Goat on a Bicycle, Badger House, and Split Level Ancestral Pueblo Complexes Within the Grand Gulch Primitive Area; and the Double Stack Complex on Comb Ridge in San Juan County, Utah

Project Description: Stabilization work performed as recommended during the Condition Assessment project listed below.

Client: Monticello Field Office, Utah Bureau of Land Management

Project Report: Stabilization and Preservation of Turkey Pen, Goat on a Bicycle, Badger House, and Split Level Ancestral Pueblo Complexes Within the Grand Gulch Primitive Area; and the Double Stack Complex on Comb Ridge in San Juan County, Utah (U16WN0794b)

Project Results: Extensive repairs and stabilization of these sites, along with pre- and post-stabilization documentation.

Project Name: Condition Assessment and Preservation of Turkey Pen, Goat on a Bicycle, Badger House, and Split Level Ancestral Pueblo Complexes Within the Grand Gulch Primitive Area; and the Double Stack Complex on Comb Ridge in San Juan County, Utah.

Project Description: This project involved condition assessment and stabilization of five prehistoric sites in southeastern Utah.

Client: U.S. Bureau of Land Management-Monticello Field Office, Cameron Cox, archaeologist.

Project Report: Condition Assessment and Preservation Recommendations for Turkey Pen, Goat on a Bicycle, Badger House, and Split Level Ancestral Pueblo Complexes Within the Grand Gulch Primitive Area; and the Double Stack Complex on Comb Ridge in San Juan County, Utah (U16WN0794b), BLM Contract Number L16PD01070.

Project Results: Five prehistoric sites were subject to 1) condition assessment to identify agents of deterioration, 2) formulation of proposed stabilization treatments to mitigate natural and visitor impacts, and 3) implementation of the treatments to remedy and prevent visitor impacts, and final documentation and reporting on the treatments. The project involved tribal consultation by the BLM-MFO and all proposed treatments were approved as appropriate.

Project Name: Rock Art Recordation of Two Panels and Approximately 180 Acres of Class II Reconnaissance Survey in Cottonwood Wash, San Juan County, Utah

Project Description: Recordation of two known, but previously unrecorded panels were documented, along with a Class II reconnaissance of 160 acres along Cottonwood Wash upstream and downstream from these panels.

Client: U.S. Bureau of Land Management-Monticello Field Office

Project Report: Rock Art Recordation of Two Panels and Approximately 180 Acres of Class II Reconnaissance Survey in Cottonwood Wash, San Juan County, Utah (U17WN0999b)

Project Results: Besides the two rock art panels, 34 newly recorded sites and one previously recorded site were documented within the area of the reconnaissance. Recommendations for future project work were identified.

Project Name: Class III Cultural Resource Inventory of Proposed Erosion Repairs at Milepost 174.9, on B.L.M. Land For Northwest Pipeline, LLC, Grand County, Utah

Project Description: A total of 16.7 acres were surveyed, along the Ignacio to Sumas pipeline, prior to proposed erosion mitigation.

Client: Northwest Pipeline, LLC, Salt Lake City, Utah

Project Report: Class III Cultural Resource Inventory of Proposed Erosion Repairs at Milepost 174.9, on B.L.M. Land For Northwest Pipeline, LLC, Grand County, Utah (Utah State Project Number U17WN0747b)

Project Results: Two cultural resource sites were identified and documented.

Project Name: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Catholic Protection Station Number 2024, San Juan County, Utah

Project Description: Four acres were surveyed for a proposed Catholic Protection Station along their Ignacio to Sumas pipeline.

Client: Northwest Pipeline, LLC, Salt Lake City, Utah

Project Report: Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Catholic Protection Station Number 2024, San Juan County, Utah (Utah State Project Number: U-17-WN-0746bp)

Project Results: One previously recorded site was located, recommended as not eligible to the NRHP.

Project Name: Stabilization of the Shumway Cabin (42SA31851)

Project Description: Removal of a cottonwood tree threatening the cabin, stabilization of the walls, and reconstruction of the roof.

Client: Friends of Cedar Mesa

Project Report: Report on the Stabilization of the Shumway Cabin (42SA31851) on SITLA Lands in Recapture Wash, San Juan County, Utah (U16WN1069s)

Project Results: The work completed at the Shumway cabin has resulted in stabilizing the remains with attention paid to historic accuracy.

Project Name: Architectural Conservation Work at the Cave Towers Site (42SA1725)

Project Description: Preservation and intervention work to mitigate the impact of visitors and cattle, and remediation of vandalism. Volunteers from Friends of Cedar Mesa and the Acoma division of the Southwest Conservation Corps conducted the work under the supervision of Woods Canyon.

Client: Friends of Cedar Mesa

Project Report: Report on the Architectural Conservation Work at the Cave Towers Site (42SA1725) on SITLA Lands on Cedar Mesa, San Juan County, Utah (U17WN0641s)

Project Results: Eight structures (three towers, two kivas, and three masonry rooms), were stabilized by capping and repointing masonry, backfilling, and re-laying stone. Graffiti marks on an alcove face were removed or masked. A cattle-exclusion fence is planned for construction around the northern two-thirds of the site.

Project Name: Class III Cultural Resource Inventory of Northwest Pipeline's Proposed Catholic Protection Station #2022, on State Trust Lands, Moab, Grand County, Utah

Project Description: Survey of 2.5 acres of a previously surveyed area for the proposed construction.

Client: Northwest Pipeline, LLC, Salt Lake City, Utah

Project Report: Class III Cultural Resource Inventory of Northwest Pipeline's Proposed Catholic Protection Station #2022, on State Trust Lands, Moab, Grand County, Utah (U17WN0448s)

Project Results: No sites identified.

Project Name: Class III Cultural Resource Inventory of Northwest Pipeline's Proposed Catholic Protection Station #2023, on State Trust Lands, Moab, Grand County, Utah

Project Description: Archaeological survey of 2.5 acres for the proposed construction

Client: Northwest Pipeline, LLC, Salt Lake City, Utah

Project Report: Class III Cultural Resource Inventory of Northwest Pipeline's Proposed Catholic Protection Station #2023, on State Trust Lands, Moab, Grand County, Utah (U17WN0448s)

Project Results: No sites identified.

Project Name: Class III Cultural Resource Survey for the Expansion of the C/MW-125 Well Location of the Rio Algom Lisbon Valley Monitoring Wells Project, San Juan County, Utah

Project Description: Survey of 4 acres for the proposed expansion along the Lisbon Valley Fault.

Client: BHP Billiton

Project Report: Class III Cultural Resource Survey for the Expansion of the C/MW-125 Well

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Location of the Rio Algom Lisbon Valley Monitoring Wells Project, San Juan County, Utah

Project Results: No sites identified.

Project Name: Class III Cultural Resource Inventory of PS 8599, a SITLA Sale Parcel Just Northwest of Bluff in San Juan County, Utah

Project Description: Survey of 21.37 acres prior to the exchange of the State-owned parcel.

Client: State of Utah School and Institutional Trust Lands Administration

Project Report: Class III Cultural Resource Inventory of PS 8599, a SITLA Sale Parcel Just Northwest of Bluff in San Juan County, Utah

Project Results: One previously recorded site, a segment of a historic road, was identified.

Project Name: Class III Cultural Resource Inventory of 3,726 Acres for the Additional Vallecito-Piedra Integrated Vegetation Management plan for the San Juan National Forest, Columbine Ranger District, Colorado

Project Description: Survey of 3726 acres prior to prescribed burns.

Report Name: Class III Cultural Resource Inventory of 3,726 Acres for the Additional Vallecito-Piedra Integrated Vegetation Management plan for the San Juan National Forest, Columbine Ranger District, Colorado (Project No. 2017-28) USFS Contract AG-82CS-C-17-0006

Client: US Forest Service, San Juan National Forest, Columbine Ranger District

Project Results: Thirty-four sites, mostly historic, and 94 Isolated Finds, were recorded and documented.

Project Name: Kinder Morgan CO2 Company's Proposed DE-1 Well (Barrett East Doe Canyon #1), Dolores County, Colorado

Project Description: Survey of 16 acres for a proposed well pad.

Client: Kinder Morgan CO2 Company

Project Report: Kinder Morgan CO2 Company's Proposed DE-1 Well (Barrett East Doe Canyon #1), Dolores County, Colorado **Project Results:** No sites documented.

Project Name: Class III Cultural Resource Inventory of Empire Electric Association's Proposed 2017 Communications Tower Location, San Juan National Forest, Montezuma County, Colorado

Project Description: Survey of 15.09 acres for a proposed tower and access road.

Client: Empire Electric Association, Cortez, CO

Project Report: Class III Cultural Resource Inventory of Empire Electric Association's Proposed 2017 Communications Tower Location, San Juan National Forest, Montezuma County, Colorado (2017-56)

Project Results: One Isolated Find was documented.

Project Name: Condition Assessment and Preservation the Citadel Ruin Site, Long Fingers Ruin Site, Monarch Cave Ruins, Moon House Complex, Cold Spring Cave Complex, and Three Kiva Ruin in San Juan County, Utah.

Project Description: This project involved condition assessment and stabilization of six prehistoric sites in southeastern Utah.

Client: U.S. Bureau of Land Management-Monticello Field Office, Cameron Cox, archaeologist.

Project Report: Condition Assessment and Stabilization of the Citadel Ruin Site, Long Fingers Ruin Site, Monarch Cave Ruins, Moon House Complex, Cold Spring Cave Complex, and Three Kiva Ruin in San Juan County, Utah (U15WN0905b), BLM Contract No. L15PD01373.

Project Results: Six prehistoric sites were subject to condition assessment to identify agents of deterioration, formulation of proposed stabilization treatments, and implementation of the treatments. The project involved tribal consultation by the BLM-MFO and all proposed treatments were approved as appropriate.

Project Name: Class III Inventory of Cultural Resources Along the Proposed Monticello ATV Safari Routes Project, San Juan County Utah.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Client: U.S. Bureau of Land Management-Monticello Field Office, Cameron Cox, archaeologist.

Project Report: Class III Inventory of Cultural Resources Along the Proposed Monticello ATV Safari Routes Project, San Juan County Utah (U15WN0743b,s), BLM Contract No. L15PD001451.

Project Description: Survey of 1122 acres of 94 miles of ATV routes in three separate areas of the BLM-MFO in San Juan County, Utah.

Project Results: Documentation of 52 cultural resource sites and recommendation for minimizing recreational impacts.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

PROJECTS 2000-2015

Project Name: Empire Electric Yellow Jacket Transmission Line

Project Description: Site inventory for right-of-way renewal for Empire Electric-owned transmission lines

Client: Empire Electric, Cortez, CO

Project Report: Cultural Resource Inventory of the Empire Electric Association, Inc. Yellow Jacket Right-of-Way Renewal Montezuma County, Colorado, CANM13010; MT.LM.R505

Project Results: Over 41 miles of cultural resource inventory were completed and 132 sites were documented. Additionally, a resource management plan was successfully conceived and implemented with BLM approval.

Project Name: Redburn Ranch Irrigation Diversion Project

Project Description: Site inventory for irrigation system replacement project.

Client: Trout Unlimited

Project Report: Class III Cultural Resource Survey of the Redburn Irrigation Diversion Project on the Dolores River, Montezuma County, Colorado (SJNF2015-27; MT.FS.R181)

Project Results: Documented and assessed project impacts on historic resources including irrigation ditch and railroad grade.

Project Name: Tribal Summary

Project Description: Summary report for Cow Canyon and Yellow Jacket Geographic Area Development Plans

Client: Kinder Morgan CO2 Company

Project Report: Tribal Summary for Cultural Resource Inventories of Kinder Morgan CO2 Company's Yellow Jacket and Cow Canyon Geographic Area Development Plans, Montezuma County, Colorado, CANM13021, CANM13022

Project Results: Summarized and contextualized over 1360 Anasazi cultural resources for a specific audience.

Project Name: Cow Canyon Geographic Area Development Plan

Project Description: Site inventory of approximately 5600 acres of the Canyons of the Ancients National Monument.

Client: Kinder Morgan CO2 Company

Project Report: Cultural Resource Inventory for Kinder Morgan CO2 Company's Cow Canyon Geographic Area Development Plan, Montezuma County, Colorado (CANM13022; OAH # MT.LM.R497)

Project Results: Located and documented over 860 cultural resource sites from Archaic to Historic in age, primarily Anasazi.

Project Name: Cow Canyon Private Development

Project Description: Site inventory on private land for various Kinder Morgan projects, including well pads, pipelines, power stations, and access roads.

Client: Kinder Morgan CO2 Company

Project Report: Survey and Data Recovery for Kinder Morgan CO2 Company's 2014 Cow Canyon Private Development Montezuma County, Colorado

Project Results: Located and documented Anasazi cultural resources on private land and produced public outreach reports.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: Hovenweep Powerline Repermitting

Project Description: Site inventory on the Navajo Nation for existing powerline constructed prior to standardized cultural resource inventory process.

Client: Empire Electric Association (970)-565-4444

Project Report: Class III Cultural Resource Survey for the Empire Electric Association Inc.'s Repermitting of the Existing Hovenweep Powerline, Navajo Nation Tribal Lands, Shiprock Agency, Aneth Chapter, San Juan County, Utah (B15343)

Project Results: Located and documented Anasazi cultural resources and designed management recommendation for future powerline maintenance issues.

Project Name: Yellow Jacket Geographic Area Development Plan

Project Description: Site inventory of approximately 4000 acres of the Canyons of the Ancients National Monument.

Client: Kinder Morgan CO2 Company

Project Report: Cultural Resource Inventory for Kinder Morgan CO2 Company's Yellow Jacket Geographic Area Development Plan, Montezuma County, Colorado (CANM13021; OAH # MT.LM.R496)

Project Results: Located and documented over 500 cultural resource sites from Archaic to Historic in age, primarily Anasazi.

Project Name: Ute Seismic Project

Project Description: Inventory on Ute Mountain Ute Tribal Lands that, midway through the project, switched to a strategy of complete site avoidance.

Client: Bridgecreek Resources (Colorado), LLC

Project Report: Class III Cultural Resource Survey of Bridgecreek Resources Verde Gallup 3D Seismic Project, Ute Mountain Ute Tribal Lands, San Juan County, New Mexico (NMCRIS # 131363)

Project Results: Documented and assessed 166 sites during the course of survey, the majority of which were prehistoric. All sites were fully preserved.

Project Name: Cultural Resource Mitigation for BHP Billiton's Area IVN expansion

Project Description: Excavation of 19 Archaic, Ancestral Puebloan, and Historic Navajo sites in Northwestern New Mexico. Also included the identification of Navajo traditional cultural properties (TCPs), ethnography, and cultural landscape studies.

Client: BHP Billiton

Project Report: Volumes I-III: Cultural Resource Investigations within Area IV North, BHP-Billiton Navajo Coal Company's Navajo Mine, Navajo Reservation, Nenahnezad Chapter, Shiprock Agency, San Juan County, New Mexico

Project Results: Excavation revealed 2000 years of occupation in this marginal environment and identified traditional cultural properties important to Navajo culture.

Project Name: Chimney Rock Interpretive Association's Preservation and Reconstruction Project

Project Description: Architectural documentation and condition assessment of the Chimney Rock Great House (5AA83), the Ravine Site (5AA88), and the Parking Lot Site (5AA86)

Client: Chimney Rock Interpretive Association, Pagosa Springs, CO; San Juan Public Lands

Project Report: 2010 Annual Report on the Chimney Rock Interpretive Association's Preservation and Reconstruction Project (Project 2009-01-039), Archuleta County, Colorado

Project Results: Documented and assessed the condition of interpretive sites to keep them open for visitation while not compromising their integrity; managed and directed site stabilization.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name Animas-La Plata Archaeological Project

Project Description: Final technical report writing for the Animas La Plata Project.

Client: United States Bureau of Reclamation Western Colorado Area Office; subcontracted by SWCA

Project Report: Various volumes in the series SWCA Anthropological Research Paper No. 10.

Project Results: Excavation and documentation of Pueblo I period sites and the definition of communities in the upper Animas River valley.

Project Name: Cultural Survey for McLean Basin in Canyons of the Ancients National Monument

Project Description: Site inventory of approximately 5000 acres of the Canyons of the Ancients National Monument.

Client: United States Bureau of Land Management, Linda Farnsworth (970)-882-5614

Project Report: Report on the McLean Basin Archaeological Survey, Montezuma County, Colorado; Report on the McLean Basin Area A Archaeological Survey, Montezuma County, Colorado; Report on the McLean Basin Area B Archaeological Survey, Montezuma County, Colorado

Project Results: Located and documented over 500 cultural resources sites from Archaic to Historic in age.

Project Name: Lone Pine East Lateral Canal Project

Project Description: Survey, documentation, and monitoring of approximately 6 miles of irrigation canal upgrade in Montezuma County, Colorado

Client: Montezuma Valley Irrigation Company and the United States Bureau of Reclamation Western Colorado Area Office

Project Reports: Cultural Resource Inventory of Montezuma Valley Irrigation Company's Lone Pine Lateral Project, Montezuma County, Colorado; Mitigation Documentation of the Lone Pine East Lateral Canal, Montezuma County, Colorado; Archaeological Monitoring of Montezuma Valley Irrigation Company's Lone Pine Lateral Project, Montezuma County, Colorado

Project Results: Located and documented 11 prehistoric and historic cultural resources sites along the canal, completed mitigation documentation of the historic canal, planned and monitored avoidance of cultural resources.

Project Name: Cultural Resource Inventory for Lone Mesa State Park

Project Description: Site inventory of approximately 2600 acres of Lone Mesa State Park north of Dolores, Colorado

Client: Colorado State Parks, Rob Billerbeck (303)-548-6169

Project Report: Preliminary Report for the Archaeological Reconnaissance of Portions of Lone Mesa State Park, Dolores County, Colorado; Preliminary Report for the Class III Archaeological Assessment and Mapping of Portions of Lone Mesa State Park, Dolores County, Colorado

Project Results: Located and documented 48 cultural resources sites and 83 isolated finds of Archaic to Historic age.

Project Name: Goodman Point Water Pipeline

Project Description: Class III survey of 10 miles of waterline and tank locations on Goodman Point northwest of Cortez, Colorado.

Client: Goodman Point Water Association and the USDA Office of Rural Development

Project Report: Cultural Resource Inventory of Goodman Point Water Association's Domestic Water Delivery Project, Montezuma County, Colorado

Project Results: Located and documented 10 cultural resources sites and planned construction avoidance.

Project Name: Cultural Survey for Squaw Point Area 1, Canyons of the Ancients National Monument

Project Description: Site inventory of approximately 600 acres of Canyons of the Ancients National Monument

Client: United States Bureau of Land Management, Linda Farnsworth (970)-882-5614

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Report: A Class III Archaeological Inventory of the Squaw/Spook Point Area 1, Canyon of the Ancients National Monument, Dolores County, Colorado

Project Results: Located and documented 81 cultural resources sites of Archaic to Historic age.

Project Name: Atmos Pipeline Re-Location Survey

Project Description: Class III survey of approximately 5 miles of pipeline corridor west of Durango, Colorado necessitated by completion of the Animas-La Plata Project reservoir.

Client: Ecosphere Environmental Services on behalf of the Bureau of Reclamation Western Colorado Area Office **Project Report:** Cultural Resources Inventory for the Proposed Atmos Pipeline Re-Location Project West of Durango, La Plata County, Colorado

Project Results: Located and documented 3 cultural resources sites and 3 isolated finds of Historic age.

Project Name: McInnis Canyons National Conservation Area Survey

Project Description: Class III survey of 2,500 acres of recreational trails and areas within the McInnis Canyons National Conservation Area west of Fruita, Colorado.

Client: United States Bureau of Land Management, Grand Junction Field Office, Alissa Leavitt-Reynolds (970)-244-3035

Project Report: McInnis Canyons National Conservation Area Class III Cultural Resource Survey, Mesa County, Colorado

Project Results: Located and documented 111 cultural resources sites and 126 isolated finds of Archaic to historic age; formulated management plan for recreation trails; recommended mitigation measures.

Project Name: Northern San Juan Basin Settlement Survey Project

Project Description: Research and management project to clarify the archaeological record in for 148,000 acres east of Durango. Project included survey, testing, and the creation of a cultural resource management plan for future coal bed methane development.

Client: United States Forest Service/San Juan Public Lands, Julie Coleman (970)-385-1250

Project Report: The Northern San Juan Basin Settlement Pattern Survey of the Animas, Upper San Juan, and Piedra Drainages in Archuleta and La Plata Counties, Colorado; The Northern San Juan Basin Cultural Resource Management Plan, Archuleta and La Plata Counties, Colorado

Project Results: Clarified settlement history from Paleoindian to Historic periods for the project area and developed a cultural resource management plan to protect sites within the 148,000 acre project area.

Project Name: Pipeline Corridor Survey in Arches National Park

Project Description: Class III survey of approximately 7 miles of pipeline corridor through Arches National Park, Utah.

Client: Williams Gas Pipelines West, Randall Miller

Project Report: Cultural Resource Inventory of Northwest Pipeline's Ignacio to Sumas Pipeline Within Arches National Park Grand County, Utah

Project Results: Located and documented 16 cultural resources sites of Archaic to Historic age.

Project Name: Cultural Survey for Bangs Canyon Trails

Project Description: Class III survey of 320 acres of the BLM lands in the Unaweep Canyon Area, Mesa county, Colorado

Client: United States Bureau of Land Management, Alyne LaForge (970)-244-3038

Project Report: Report On The Bangs Area 6 Recreation Trails Block Survey, Mesa County, Colorado, BLM Report No. GJFO CRIR 7109-01

Project Results: Documented 60 prehistoric sites.

Project Name: Cultural Resource Survey the Blanco Transmission Line

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Description: Class III survey of 21 miles of powerline corridor in San Juan County, New Mexico

Client: Kinder Morgan CO2, (970)-882-5507

Project Report: Cultural Resource Inventory of Kinder Morgan's Blanco Transmission Line, San Juan County, New Mexico

Project Results: Documented 18 prehistoric sites and monitored construction.

Project Name: PNM Climb and Tighten Project

Project Description: Class III survey of over 200 locations on the Navajo Reservation along existing powerlines in New Mexico

Client: PNM, Doug Campbell (505)-241-2025

Project Report: Cultural Resources Inventory of PNM's Climb and Tighten Project, Navajo Nation, San Juan, McKinley, and Sandoval Counties, New Mexico

Project Results: Located on the survey were 45 sites from Paleoindian to Historic in age.

Project Name: CrownQuest Pipeline Survey and Monitoring Project

Project Description: Survey, consultation, and monitoring construction of multiple well pad and pipeline corridors on Alkali Ridge and Mustang Flat, San Juan County, Utah.

Client: CrownQuest Pipeline, Farmington, NM

Project Report: Cultural Resource Inventory of South Spud Hazardous Fuels Reduction Treatment Area, San Miguel County, Colorado

Project Results: Located and avoided dozens of Pueblo I-III period cultural resource sites.

Project Name: BBC 3D Seismic Project

Project Description: Cultural survey of seismic lines within 15,000 acres of BLM lands in the Disappointment and Big Gypsum Valley Areas of San Miguel County and Montrose counties, Colorado

Client: Mike Fitzmaurice, Bill Barrett Corporation (BBC)

Project Report: Project cancelled, letter reports and site forms completed for the BLM.

Project Results: Documented 175 prehistoric and historic sites and 208 isolated finds.

Project Name: Cultural Resource Survey for the Twin Buttes Development

Project Description: Class III survey of 188 acres of a proposed residential development west of Durango, Colorado

Client: Lightner Creek Ranches, LLC, Mike Olson (970)-259-5306

Project Report: Report on the Class III Survey of the Twin Buttes Project Area, La Plata County, Colorado

Project Results: Located four historic sites and two historic railroad grades.

Project Name: Lion and Pool Canyon Survey

Project Description: Class III survey of 278 acres of Ute Tribal Park lands prior to fuels reduction

Client: Bureau of Indian Affairs, Ute Mountain Ute Agency (970)-565-8473

Project Report: Cultural Resource Survey for The Lion Canyon and Pool Canyon Hazardous Fuel Reduction Projects, Ute Mountain Ute Lands, Montezuma County, Colorado

Project Results: Documented 29 cultural resource sites and planned avoidance for fuels reduction work.

Project Name: Cultural Survey for Chimney Rock Hazardous Fuel Reduction Project, Archuleta County

Project Description: Class III survey of 1200 acres of the Chimney Rock Archaeological Area

Client: United States Forest Service, Julie Coleman (970)-385-1250

Project Report: Cultural Resource Survey of the Stollsteimer Fuels Reduction Project, Archuleta County, Colorado

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Results: Located 38 Ancestral Puebloan pithouse sites and directed avoidance on Chimney Rock Mesa.

Project Name: Cultural Survey for Tri-State's Durango to Bayfield Upgrade Project, La Plata County **Project Description:** Class III survey of an existing powerline between Durango and Bayfield, Colorado **Client:** Tri-State Generation and Transmission, Karl Myers (303)-452-3448

Project Report: Cultural Resource Inventory of the Durango to Bayfield Upgrade Project, La Plata County, Colorado

Project Results: Located historic habitation and irrigation sites and Ancestral Puebloan pithouse sites.

Project Name: Cultural Survey for Proposed Wells on Burro Point west of Cortez, Montezuma County, Colorado **Project Description:** Class III survey of ten well locations on Burro Point in the Canyons of Ancients National Monument.

Client: Kinder Morgan CO2 Company, Bob Clayton (970)-882-5507

Project Report: Cultural Resource Inventory of Two Proposed Well Locations on Burro Point for Kinder Morgan, Montezuma County, Colorado

Project Results: Relocated, recorded, and mapped numerous Ancestral Puebloan sites.

Project Name: Maquinitas Cultural Resource Survey

Project Description: Class III survey of 1628 acres of forested land near Tres Piedras, New Mexico. **Client:** United States Forest Service, Carson National Forest, COAR Bill Westbury (505)-758-6200 **Project Report:** Report on the Maquinitas Cultural Resource Inventory, Rio Arriba County, New Mexico

Project Results: Located on the survey were 11 sites from Prehistoric to Historic in age.

Project Name: Grandview Archaeological Project

Project Description: Excavation of a multi-loci Pueblo I habitation near Durango, Colorado.

Client: Bureau of Land Management, COAR Kristie Arrington (970)-385-1340

Project Report: The Grandview Archaeological Project: Final Report For Investigations Conducted on Grandview Ridge, La Plata County, Colorado

Project Results: Excavation of four Pueblo I period sites, re-analysis of survey data for Grandview Ridge, limited site testing, and synthesis of project data with record for the Upper Animas Valley.

Project Name: Durango Mountain Resort Expansion Project

Project Description: Class III survey of 1133 acres of the upper Animas valley north of Durango, Colorado.

Client: SE Group, Frisco, CO

Project Report: Cultural Resource Survey Conducted for Durango Mountain Resort's Master Development Plan Environmental Impact Statement, La Plata and San Juan Counties, Colorado

Project Results: Located and evaluated six historic sites.

Project Name: Hidden Valley Hazardous Fuel Reduction Survey

Project Description: Class III survey of 456 acres north of Durango, Colorado.

Client: Bureau of Land Management, CO/Johnson Controls (Fedsource); COAR Molly Thrash (375)-3311

Project Report: Cultural Resource Inventory of Hidden Valley Mechanical Fuels Treatment Project.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

La Plata County, Colorado

Project Results: Located on the survey were 27 sites from Archaic to Historic in age.

Project Name: South Spud Hazardous Fuel Reduction Survey

Project Description: Class III survey of 1098 acres north of Egnar, Colorado.

Client: Bureau of Land Management, CO Jon Morse; COAR Kristie Arrington (385)-1340

Project Report: Cultural Resource Inventory of South Spud Hazardous Fuels Reduction Treatment Area, San Miguel County, Colorado

Project Results: Located on the survey were 47 sites of Paleoindian to Historic in age.

Project Name: Indian Camp Hazardous Fuel Reduction Survey

Project Description: Class III survey of 760 acres within the Canyons of the Ancient National Monument.

Client: Bureau of Land Management, CO Jon Morse; COAR Kristie Arrington (385)-1340

Project Report: Cultural Resource Survey for the Indian Camp Northeast Hazardous Fuel Reduction Project, Canyons of the Ancients National Monument, Montezuma County, Colorado

Project Results: Located on the survey were 92 sites from Paleoindian to Historic in age.

Project Name: CR228 Hazardous Fuel Reduction Survey

Project Description: Class III survey of 540 acres of BLM land east of Durango, Colorado.

Client: Bureau of Land Management, Kristie Arrington (970)-385-1340

Project Report: Cultural Resource Inventory of CR 228 Hazardous Fuels Reduction Treatment Area, La Plata County, Colorado

Project Results: Located 4 prehistoric sites and planned avoidance.

Project Name: Williams Pipeline Recoat Monitoring Project

Project Description: Monitoring repairs along the Ignacio-Sumas pipeline in the White River drainage near Rangely, Colorado.

Client: Williams Gas Pipelines West

Project Report: Monitoring Report for Williams Gas Pipelines West, Rio Blanco County, Colorado: Archaeological Data Recovery at 5RB4748, A Middle Archaic Habitation Site, Rio Blanco County, Colorado

Project Results: Avoided disturbance to cultural resource sites along the pipeline corridors. Mitigation excavation also occurred at discoveries encountered at 5RB4761, a small Archaic activity area, and 5RB4748, a Middle Archaic habitation.

Project Name: Paria-Kaiparowits Abandoned Mine Reclamation Project

Project Description: Documentation of selected mining sites scattered across the Grand Staircase-Escalante National Monument.

Client: Utah Department of Natural Resources, Division of Oil, Gas, and Mining

Project Report: Archaeological Inventory of Selected Abandoned Mines in the Paria and Kaiparowits Regions of the Grand Staircase-Escalante National Monument, Kane and Garfield Counties, Utah

Project Results: Documented 21 historic mining properties and made closure recommendations.

Project Name: Canyons of the Ancients National Monument Oral History Project

Project Description: This project consists of conducting oral histories with 40 individuals with historic uses on the Canyons of the Ancient National Monument.

Client: Alpine Archaeology: Jon Horn (970)-249-6761 on behalf of the United States Bureau of Land Management. **Project Report:** Landscape-Level History Of The Canyons Of The Ancients National Monument Montezuma And Dolores Counties, Colorado

Project Name: Mail Box Park and San Miguel Cultural Resource Survey

Project Description: Class III survey of 350 acres in the vicinity of Nucla, Colorado.

Client: Bureau of Land Management, CO Jon Morse; COAR Kristie Arrington (385)-1340

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Report: Cultural Resource Inventory of Mailbox Park-San Miguel Hazardous Fuels Reduction Treatment Area

Project Results: Located 26 prehistoric and historic sites.

Project Name: Canyons of the Ancients National Monument Cultural Resource Survey

Project Description: Class III survey of 9700 acres within the Canyons of the Ancient National Monument.

Client: Bureau of Land Management, Anasazi Heritage Center, CO

Project Report: Report on the 2002 Canyons of the Ancients National Monument Survey

Project Results: Located on the survey were 917 sites from Paleoindian to Historic in age.

Project Name: New Mexico Ranch Development Projects (Pinyon Springs, Abbe Springs, Windmill Ranches, Starkey Ranch, Santa Rita, River Ranches, Hindmarsh)

Project Description: Cultural resource survey for six housing developments in Central New Mexico and Southwestern Colorado.

Client: Southwest Properties of New Mexico, Stacie Hunt (505)-585-1008

Project Report: Various

Project Results: The surveys revealed Archaic, Mogollon, Anasazi, and Historic sites.

Project Name: Animas-La Plata Archaeological Project

Project Description: This project consists of consultation and excavation for the Animas La Plata Project.

Client: SWCA, Jim Potter (970)-385-7781

Project Report: Various yearly reports.

Project Results: Excavation and documentation of Pueblo I period sites and the definition of communities in the upper Animas River valley.

Project Name: Coyote Wash Testing Project

Project Description: This project consists of the testing of archaeological sites in the Coyote Wash, Gypsum Gap, and Mayhan areas of southwestern Colorado

Client: Bureau of Land Management, COAR Kristie Arrington 1-970-385-1340

Project Report: Testing of Six Cultural Resource Sites in La Plata, Montrose, and San Miguel Counties, Southwestern Colorado

Project Results: The excavations revealed Archaic and Late Prehistoric occupations in the Coyote Wash and Gypsum Gap areas and a unique late 13th century occupation in the Mayhan area east of Durango, Colorado.

Project Name: Mayhan Survey Project

Project Description: Class III survey prior to fuels reduction on 1124 acres of BLM lands east of Durango, CO.

Client: Bureau of Land Management, COAR Kristie Arrington 1-970-385-1340

Project Report: Cultural Resource Inventory for the Mayhan Hazardous Fuel Reduction Project, La Plata County, Colorado

Project Results: The surveys revealed Archaic, Anasazi, Ute, and Historic sites.

Project Name: Cottonwood Wash Mine Reclamation Project

Project Description: Site testing, monitoring, mapping for uranium mine reclamation in southeast Utah.

Client: State of Utah, CO Luci Malin (801)-538-5323

Project Report: Report on Testing of Six Sites for the Cottonwood Wash Mine Reclamation Project San Juan County, Utah

Project Results: The testing revealed several pithouses and surface rooms on six Pueblo I period Anasazi sites.

Project Name: Dolores Rim Survey, Testing, and Monitoring Project

Project Description: Survey, testing, and monitoring project for a hydro-mower project east of Dove

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Creek, Colorado. This project also included an oral history of sawmills and ranching activities in the Dolores Overlook Area

Client: Bureau of Land Management; CO: Joe Milburn (970)-385-1245; COAR Kristie Arrington 1-970-385-1340

Project Report: Cultural Resource Survey for the Dolores Rim Project, Dolores County, Colorado.

Project Results: The survey and monitoring project have identified 19 sites along the Dolores Rim.

Project Name: Glade I Prescribed Burn Project

Project Description: Class III survey and site evaluation of 2200 acres in the Glade area north of Dolores Colorado. **Client:** United States Forest Service, Joe Milburn (970)-385-1245; COAR Linda Farnsworth (970)-385-1250 **Project Report:** Report on the Glade I Prescribed Burn Area Heritage Resources Inventory and Site Evaluation Project, Dolores and Montezuma Counties, Colorado

Project Results: A total of 23 sites and 27 isolated finds, mostly of Archaic in age, were newly recorded on the Class III survey. Each resource was assessed as to the effect that prescribed burning might have on it, and recommendations were made for management of each site in association with that burning.

Project Name: Denver Hill Mine Historic Site Recordation Project

Project Description: Recordation of selected historic mining-related properties in San Juan County Colorado. **Client:** Public Lands Interpretive Association; Bureau of Land Management, COAR; Kristie Arrington 1-970-385- 1340

Project Report: An Inventory of Selected Historic Mining-Related Properties in the Bureau of Land Management's Denver Hill Study Unit, San Juan County, Colorado.

Project Results: This project documented 34 historic mines, mills, or historic townsites in the San Juan Mountains north of Silverton. The work included in-field recordation and historic archival research .

Project Name: Montrose to Ridgway Transmission Line Project

Project Description: Class III survey and testing along a 22-mile long transmission line in southwestern Colorado.

Client: Tri-State Generation

Project Report: Cultural Resource Inventory of Tri-State Generation's Montrose to Ridgway Transmission Line, Montrose and Ouray Counties, Colorado and Tri-State Generation's Montrose to Ridgway Transmission Line Testing Report – 5MN5282

Project Results: The survey located and recorded prehistoric and historic sites along the proposed powerline. One, prehistoric site, 5MN5282, was tested and shown to contain at least two Late Archaic occupations.

Project Name: Excavation at 5SH1849

Project Description: Testing and ethnographic work in association with a possible Navajo campsite near Gunnison, Colorado.

Client: Bureau of Land Management

Project Report: Report on Data Recovery at 5SH1849: Mitigation Excavation for a Proposed Gunnison Electric Association Powerline Across a Prehistoric and Historic Site in Saguache County, Colorado

Project Results: The excavations revealed at least two cultural horizons and the ethnographic work suggested that it might either represent a Ute or Navajo site.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: Cultural Resource Inventory and Mitigation along the Kern River Expansion Project.
Project Description: This project consisted of Class III survey, mitigation and ethnographic work in association with a project that included parcels in southwestern Wyoming, northeastern Utah, central Utah, and southwestern Utah.

Client: Ecology and Environment and Williams

Project Report: Cultural Resource Inventory of the Kern River Expansion Project, Utah Portion, For the Kern River Gas Transmission Company And Mitigation of Site 42WS4011: A Prehistoric Lithic Scatter Located Along an Access Road To Kern River Corporation's Proposed Veyo Compressor Facility in Washington County, Utah

Project Results: The project entailed ethnography work with the Northern Ute and Paiute Tribes. Located on survey were Archaic, Virgin Anasazi, and Paiute sites. One site, a probable Late Archaic campsite, was mitigated as a result of the project.

Project Name: El Paso Trunk N Pipeline

Project Description: Extensive data recovery in association with a pipeline in northwestern New Mexico.

Client: El Paso Field Services and Trigon Engineering

Project Report: Report On The Data Recovery of Three Sites Along El Paso Field Services' Trunk N Loop Pipeline, San Juan County, New Mexico.

Project Results: The excavations on this project consisted of the excavation of three Middle to Late Archaic pithouses and an Anasazi Pueblo I period pithouse surrounded by a stockade.

Project Name: MAPL Rocky Mountain Loop Pipeline

Project Description: This project consists of the survey, limited data recovery, extensive data recovery and monitoring of the RML pipeline in northwestern New Mexico and southwestern Colorado.

Client: Alpine Archaeological Consultants

Project Report: The Rocky Mountain Expansion Loop Pipeline Data Recovery Project, Northwestern New Mexico, Colorado, and Utah.

Project Results: The excavations on this project included Archaic and Anasazi sites in southwestern Colorado and Northwestern New Mexico and Navajo sites in Northwestern New Mexico.

Project Name: School CD-ROM

Project Description: This project consists of the production of an interactive program to teach the prehistory and history of Montezuma and Dolores counties to middle school students.

Client: Cortez Center; Colorado State Historic Fund

Project Report: A Corner in Time

Project Results: This interactive game provides users a wealth of information about the Southwest to its users. It is to be used in the local school systems and sold at the Cortez Center, the Anasazi Heritage Center, and at Mesa Verde.

Project Name: Fraser Loop

Project Description: This project consisted of the survey of approximately 30 miles of transmission line right-of-way and the testing and mitigation of one site, in North central Colorado .

Client: Tri-State Generation and Transmission

Project Report: Survey and Testing Report for Tri-State Generation's Fraser Loop, Middle Park, Colorado

Project Results: The project located five prehistoric and historic sites and mitigated one prehistoric site.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

PROJECTS 1990-1999

Project Name: Silver Gem Lateral

Project Description: Cultural resource survey of approximately 100 miles pipeline right-of-way in southeast Idaho and northeast Nevada.

Client: Northwest Pipeline Corporation

Project Report: Cultural Resource Inventory of the Silver Gem Lateral

Project Results: The survey located approximately 120 prehistoric and historic sites.

Project Name: Forest Lands Eligibility Testing Project

Project Description: Testing five Archaic/Anasazi sites for eligibility to the National Register of Historic Places on Forest Service Lands.

Client: US Forest Service, San Juan and Rio Grande National Forests

Project Report: Testing of Five Sites for Eligibility to the National Register of Historic places, San Juan National Forest, Montezuma and Dolores Counties, Colorado

Project Results: Testing indicated that three of the five sites were eligible to the NRHP.

Project Name: Squaw Canyon Fire

Project Description: Class III survey of 210 acres of burned pinyon-juniper along Squaw Canyon, southwest Colorado.

Client: Bureau of Land Management, San Juan Resource Area, Durango Office

Project Report: Squaw Canyon Fire Post-fire Investigations

Project Results: The survey located 20 prehistoric sites, including Anasazi cliff dwelling and mesa-top habitations.

Project Name: Five BLM Hovenweep Roads

Project Description: Class III survey of five roads/trails approximately 21 miles in length in the vicinity of Hovenweep National Monument.

Client: Bureau of Land Management, San Juan Resource Area, Durango Office

Project Report: Cultural Resource Inventory of Five Roads Near Hovenweep National Monument, Southwestern Colorado

Project Results: The survey located several dozen mostly Anasazi sites.

Project Name: Ladle House

Project Description: This project consists of the excavation of a multicomponent Basketmaker III and Pueblo II habitation located at Indian Camp Ranch in southwestern Colorado. The site is privately owned. The kiva and portions of the roomblock have been excavated.

Client: Bob and Diane Greenlee

Project Report: A multi-media (CD-ROM) report available online at www.woodscanyon.net

Project Results: Excavations have revealed that this site was occupied between A.D. 1000-1050, and contained a domestic kiva and room suite.

Project Name: Seed Jar Site

Project Description: This project consists of the excavation of a Pueblo III habitation located at Indian Camp Ranch in southwestern Colorado. The site is privately owned. The roomblock and kiva have been excavated.

Client: Archie and Mary Hanson

Project Report: A multi-media (CD-ROM) report available online at www.woodscanyon.net

Project Results: Excavations revealed a mid-1100's homestead that contained evidence of violence and processing of human remains.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: Replacement and Cathodic Protection Projects

Project Description: The project consists of several surveys and associated excavations of sites along the existing Ignacio-Sumas pipeline in western Colorado and eastern Utah.

Client: Northwest Pipeline Corporation

Project Reports: The Philadelphia Creek Replacement Project, Rio Blanco County Colorado; Excavations at 5RB3042; Class III Inventory Conducted for Work Areas Associated with Northwest Pipeline Corporation's Dragon Trail Replacement Project, Rio Blanco County, Colorado; Class III Inventory Conducted for Northwest Pipeline Corporation's Dinosaur Replacement Project and Three Replacement Sleeves, Uintah County, Utah; Class III Inventory Conducted for Northwest Pipeline Corporation's Cathodic Protection Station 1582, Mesa County, Colorado; A Proposed Treatment Plan for Site 5RB3691, A Prehistoric Lithic Scatter in Rio Blanco County, Northwestern Colorado; Cultural Resource Survey of the Piceance Lateral in the vicinity of Little Spring Creek, Rio Blanco county, Colorado; Excavations at 5RB3691, Rio Blanco County, Colorado

Project Results: Survey and excavation work in the area has revealed the presence of both Archaic and Fremont sites along the pipeline corridor.

Project Name: Cortez to Blue Door Rebuild

Project Description: This project consists of the archaeological survey of approximately 25 miles of private lands in southwest Colorado.

Client: Tri-State Generation and Transmission Association

Project Reports: Class III Survey of Tri-State Generation's Blue Door-Cortez and Cortez-Empire Transmission Line Upgrade Projects, Montezuma County, Colorado

Project Results: The survey has located approximately 20 sites, of Archaic, Anasazi and Late Prehistoric age.

Project Name: Cortez Substation

Project Description: This project consisted of the partial excavation of an historic homestead located within the proposed boundaries of the Cortez Substation on private lands in southwestern Colorado.

Client: Empire Electric Association

Project Report: Class III Cultural Resource Survey of Empire Electric Association's Headquarters Expansion and Cortez Substation

Project Results: The excavation revealed the presence of an 180-foot-long slab-paved walkway leading up to the remains of a porch and house, several features, and a root cellar. The site dates to the late 1800's.

Project Name: Kernan Creek Development

Project Description: This project consisted of the survey of a proposed access road and two residential lots in a private housing development in southwestern Colorado.

Client: Lex Hanson

Project Report: Archaeological Reconnaissance at Kernan Creek Development, Montezuma County, Colorado

Project Results: Several sites were located and the road was routed around them. On the residential lots, several sites were located and the landowners were able to avoid them with their proposed house and driveway locations.

Project Name: Indian Camp Ranch Survey and Testing

Project Description: The project consists of the (completed) survey of 1,240 acres of private land and the subsequent (on-going) excavation of several multi-component Anasazi habitations.

Client: Hanson Enterprises

Project Reports: Preliminary Report on 1990-1991 Excavations at Hanson Pueblo, Site 5MT3876; Interim Report on the Archaeological Survey of Indian Camp Ranch, southwestern Colorado

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Results: Over 200 archaeological sites have been located, of which the majority are Basketmaker III and Pueblo II habitations.

Project Name: House Creek Monitoring

Project Description: The project consisted of monitoring the construction of the House Creek Dump Station near McPhee Reservoir, southwest Colorado.

Client: Bureau of Reclamation

Project Report: Cultural Resource Monitoring of USFS House Creek Dump Station Project, Montezuma County, Colorado

Project Results: The monitoring resulted in the discovery of an Early Archaic pit feature that yielded a radiocarbon date of approximately 6,000 B.C. This feature resembles the Early Archaic features found at the Pleasant View Compressor Station site, and with these features, provides the earliest dated Archaic features presently known in southwestern Colorado.

Project Name: Abajo Mountains Cultural Resource Survey, US Forest Service, PO 43-8462-3-3622

Project Description: The project consisted of the Class III survey of 155 acres of Forest Service land in southeast Utah.

Client: United States Forest Service

Project Reports: Abajo Mountains Cultural Resource Inventory

Project Results: A total of 27 archaeological sites were located on the survey. All of these sites were of Anasazi cultural affiliation, with the majority dating to the Pueblo I and Pueblo II time periods.

Project Name: Stabilization at Perfect Kiva; Order No. J910C40030

Project Description: The project consisted of stabilization work at Perfect Kiva on BLM lands in southeastern Utah.

Client: Bureau of Land Management

Project Report: The 1994 Stabilization of Perfect Kiva (42SA3716), San Juan County, Southeastern Utah

Project Results: Stabilization work consisted of stabilizing beams, redirecting traffic flow across the site, completely mapping the structure (including a detailed reconstruction of the roof beam pattern) and producing an interpretative brochure.

Project Name: Archaeological Survey and Excavations along the Arkansas Loop Pipeline Corridor, Northwestern New Mexico

Project Description: The project consisted of survey and excavations along 16 miles of pipeline corridor. The corridor transects the area from Bloomfield, New Mexico to Ignacio, Colorado.

Clients: Northwest Pipeline Corporation, El Paso Natural Gas Company, Williams Field Services, Meridian Oil Company

Project Reports: Cultural Resources Inventory of Northwest Pipeline Corporation's San Juan Basin Pipeline Project,

New Mexico-Colorado Border to the Blanco Plant, San Juan County, New Mexico; Excavations Along the Arkansas Loop Pipeline Corridor, Northwestern New Mexico; also numerous small survey, monitoring, research design and excavation status reports.

Project Results: Monitoring and test excavations revealed a total of 18 multi-occupational, buried and well-preserved sites. Woods Canyon received a letter of commendation from the Bureau of Land Management, Farmington Resource Area Office, on the quality of work performed on this project.

Project Name: Pleasant View Compressor Station

Project Description: Survey of a proposed compressor station, and the complete excavation of the two sites found within the compressor station boundaries.

Client: Northwest Pipeline Corporation

Project Reports: Excavations at Northwest Pipeline Corporation's Pleasant View Compressor Station, Southwestern Colorado; Site Reevaluation Work in Segment 36, Pleasant View Compressor Station,

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Montezuma County, Colorado; Homesteading Through the Ages: Excavations Near Pleasant View, Colorado in press, *Southwestern Lore*

Project Results: Excavation of an Early Archaic activity area, and three habitations dating to the Basketmaker III, Pueblo II and Historic periods.

Project Name: "Geronimo"

Project Description: Class III survey of 12 filming or staging locations for Columbia Pictures. A total of 890 acres were surveyed in several locations, including Dry Valley and Dead Horse State Park. Limited testing was subsequently conducted at one of the sites prior to filming in that location.

Client: Columbia Pictures

Project Reports: Five survey reports were produced for the 12 locations (e.g., Cultural Resource Survey of a Movie Location Near Seven Mile Canyon for "Geronimo," a Columbia Pictures Movie, Grand County, Southeastern Utah.) A mitigation report was also produced, Limited Cultural Resource Testing of 42GR2575 for "Geronimo," a Columbia Pictures Movie, Grand County, Southwestern Utah.

Project Results: A total of 11 sites were located on survey; these dated to the Archaic and unknown prehistoric time periods. Mitigation work consisted of the excavation of a prehistoric hearth that was found to date to the Fremont occupation of the area.

Project Name: "City Slickers II"

Project Description: Class III survey of two filming locations for Castle Rock Pictures. A total of 180 acres were surveyed in Indian Creek.

Client: Castle Rock Pictures/Culver Studios

Project Reports: Cultural Resource Survey for Castle Rock Pictures Movie "City Slickers II"

Project Results: No cultural resources were located during this survey.

Project Name: Arriola to Cross Canyon Fiber Optic Line

Project Description: Class III survey of approximately 20 miles of proposed fiber optic line right-of-way on private lands in southwestern Colorado.

Client: Farmers Telephone Company

Project Reports: Cultural Resource Survey for Farmers Telephone Corporations Proposed Fiber Optic Line; Cultural Resource Survey for Farmers Telephone Company's Proposed Cahone to Cross Creek Fiber Optic Line, Dolores County, southwestern Colorado

Project Results: Approximately 10 sites were located during the survey. Avoidance routes were developed for all sites, and none were impacted by construction of the project.

Project Name: Ute Mountain Tribal Park Preservation

Project Description: Site stabilization and preservation work at four cliff dwellings within the Ute Mountain Tribal Park, southwestern Colorado. The four sites were Eagle's Nest, Morris #5, Tree House and Lion House.

Client: Ute Mountain Tribal Park Cultural Resource and Education Center

Project Reports: Eagle Nest House, Morris #5, Lion House, Tree House: Preservation Project

Project Results: Structural stabilization and site preservation work provided these four sites with additional protection from the impacts of tourist visitation.

Project Name: Mainline Expansion

Project Description: Class III survey of 217 miles along the Colorado and Utah portions of the existing Ignacio- Sumas pipeline.

Client: Northwest Pipeline Corporation

Project Reports: Class III Inventory Conducted for Northwest Pipeline Corporation's Mainline Expansion Project, Eastern Utah and Western Colorado, Volumes 1-10

Project Results: 205 cultural resource sites were documented along the pipeline corridor. They ranged

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

in age from Paleo-Indian through Archaic, Anasazi, Fremont, Late Prehistoric and Historic.

Project Name: Archaeological Survey of the Hesperus 115 kv Transmission Line

Project Description: Class III survey of 20+ miles of Transmission Line right-of-way from Hesperus to Ignacio and Bayfield. The proposed right-of-way traverses the area south of Basin Mountain and Ridges Basin.

Client: La Plata Electric Association

Project Reports: Cultural Resource Inventory of the Proposed Hesperus 115 Kv Transmission Line, La Plata County, Colorado

Project Results: The survey identified 26 sites along the right-of-way. Of particular interest is a cluster of pristine Basketmaker II habitation sites in McCullogh Canyon, south of Ridges Basin.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

PROJECTS 1981-1989

Project Name: Archaeological Excavation and Stabilization of the Escalante Ruin

Project Description: This contract consists of the excavation and stabilization of portions of the Escalante Ruin, Dolores Colorado.

Client: Bureau of Land Management; Sheila McFarlin and Victoria Atkins (303)-882-4811

Project Reports: The 1989 Escalante Excavation and Stabilization Project

Project Results: Excavation revealed earlier occupations than previously reported for the site and found evidence for a revised building sequence for the site. Stabilization employed new technologies and recordation methods.

Project Name: Archaeological Mitigation of Three Sites in Verdure Canyon

Project Description: This contract consists of an archeological mitigation program of three Anasazi sites in Verdure Canyon, south of Monticello, Utah.

Client: US Department of Interior, Bureau of Land Management, San Juan Resource Area; CO - Dennis K. Allan (801) 896-4491; COAR - Dale Davidson (801) 587-2141

Project Reports: In the Fremont-Anasazi Transition Zone: Excavations in Verdure Canyon; Between Anasazi and Fremont: Excavation of a Small Site in Verdure Canyon in Blue Mountain Shadows, Vol. 13, Summer 1994

Project Results: Excavations revealed temporary habitation sites of both Anasazi and Anasazi-Fremont peoples. Analysis and research indicates that the occupants of one of the sites might be individuals of Fremont cultural affiliation who traded hides for Anasazi pottery and corn.

Project Name: Cottonwood Canyon Excavation: Contract # 53-8462-7-1002

Project Description: Salvage excavation of 42SA12209, a Pueblo I habitation in Cottonwood Canyon, Utah. **Client:** US Department of Agriculture, Fish Lake Zone Contracting; CO - Dennis K. Allan (801) 896-4491; COAR - Les Wikle (801) 587-2041

Project Report: Salvage Excavations of 42SA12209, A Pueblo I Habitation site in Cottonwood Canyon

Project Results: Excavation revealed that the site contained a variety of architectural styles, a wide range of artifactual materials, and evidence of social stress during the later part of the 9th century AD.

Project Name: Woodenshoe Canyon Survey: Contract # 53-8462-7-10024

Project Description: Survey of 1,000 acres of middle Woodenshoe Canyon on Forest Service lands in southeast Utah.

Client: US Department of Agriculture, Fish Lake Zone Contracting; CO - Dennis K. Allan (801) 896-4491; COAR - Les Wikle (801) 587-2041

Project Report: Cultural Resource Survey of Middle Woodenshoe Canyon, southeastern Utah

Project Results: A total of 46 sites were located; these dated from Archaic to Anasazi to Ute or Paiute and Euroamerican.

Project Name: Survey of Dark and Peavine Canyons

Project Description: Survey of 700 acres of Dark and Peavine Canyons on Forest Service lands in southeastern Utah.

Client: US Department of Agriculture, Fish Lake Zone Contracting; CO - Dennis K. Allan (801) 896-4491; COAR - Les Wikle (801) 587-2041

Project Report: Cultural Resource Survey of Portions of Dark and Peavine Canyons, Southeastern Utah

Project Results: A total of 25 sites were located; these were of Archaic, Anasazi, Ute or Paiute and Euroamerican cultural affiliation.

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Name: Archaeological Survey of the Jack Lameman Powerline, Red Mesa Chapter, Shiprock Agency, Navajo Nation.

Project Description: This contract consisted of a small survey of a powerline corridor.

Client: Utah Power and Light - Varlan Clark (801)-535-4034

Project Reports: Archaeological Survey of the Jack Lameman Powerline, Red Mesa Chapter, Shiprock Agency, Navajo Nation.

Project Results: Surveys revealed cultural resource or traditional properties.

Project Name: Mesa Verde Plaster Recordation Study: Contract #14900-7-0001.

Project Description: Work performed on this contract consisted of the recordation of plaster resources in 12 Pueblo III cliff dwellings in Mesa Verde National Park, Colorado. This recordation was done with the use of a portable laptop computer.

Client: National Park Service, Mesa Verde National Park

Project Reports: The 1987 Mesa Verde Plaster Recordation Project

Project Results: Over 500 plaster resources have been textually and photographically recorded. Data has been collected for testing a variety of hypotheses concerning the use and function of plaster in prehistoric dwellings.

Project Name: River House Ruin Restoration Project, UT910-CT6-016

Project Description: The project consisted of an historically authentic restoration of vandalized portions of River House Ruin. The site is a large PIII cliff dwelling located west of Bluff, Utah along the San Juan River.

Client: Bureau of Land Management, Utah State Office; CO - Ms. Juanita Llewelyn (801) 524-3046; COAR

Project Reports: Report on the Historically Authentic Restoration of the River House Ruin, Southeastern Utah

Project Results: A historically authentic restoration of the vandalized walls was completed using primarily aboriginal materials.

Project Name: NEX Fiber Optic Line

Project Description: The project consisted of managing the cultural resource studies for a 1000 mile long fiber optic line to be constructed from Dimmit, Texas to Rialto, California.

Client: RAMCO Consultants

Project Reports: None

Project Results: Literature search for this 1000 mile long project was completed.

Project Name: Archaeological Inventory of the Western Fence Jeep Trail, Ute Mountain Ute Tribe

Project Description: Work performed on this contract consisted of a survey of the west side of the fence which separates Ute Mountain Ute Tribal Lands and Navajo Tribal Lands.

Client: Ute Mountain Ute Tribe; Mr. Carl Knight (303) 565-3751

Project Reports: A Cultural Resource Survey of the Western Boundary Fence Jeep Trail, Ute Mountain Ute Tribal Lands, Montezuma County, Colorado

Project Results: A total of 13 cultural resource sites were located: two were Anasazi in origin, two were Ute/Navaho in origin, and the remaining 9 were unknown prehistoric.

Project Name: Cultural Resource Survey of the Taos Ski Valley

Project Description: The work performed on this contract consisted of a survey of 105 acres of the Taos Ski Valley.

Client: Taos Ski Valley

Project Reports: Cultural Resource Survey of Portions of Taos Ski Valley Inc.'s Forest Service Permit Areas, Northeastern New Mexico

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Results: Three cultural resource sites were located: one mine dating to the 1880-1910 period and one log cabin and one corral dating to the period 1920-1940.

Project Name: Archaeological Inventory of Mockingbird Mesa

Project Description: Work performed on this contract consisted of (1) a Class III survey of 700 acres on Mockingbird Mesa, southwestern Colorado and (2) data compilation and report preparation on all cultural resources located within Mockingbird Mesa's 5,120 total acres.

Client: Bureau of Land Management; Mr. Max Witkind (303)-247-4082

Project Reports: The Mockingbird Mesa Survey, BLM Cultural Resource Series No. 22

Project Results: A total of 104 sites were recorded. Data on 822 functional/temporal components has been tabulated and is presented in the report.

Project Name: Archaeological Inventory of Powerlines in the Wolf Creek/Pagosa Area

Project Description: Work performed on this contract consists of archaeological survey of several small powerline projects in the vicinity of Pagosa, CO.

Client: La Plata Electric Association; Mr. Steve Gregg (303)-247-5786

Project Reports: Report on the Cultural Resource Survey of Portions of the Proposed Wolf Creek Transmission Line, Archuleta County, Southwestern Colorado and Report on the Cultural Resource Survey of the Ponderosa Park Powerline, Archuleta County, Southwestern Colorado.

Project Results: Two prehistoric sites and one historic site were located on the surveys. These sites were avoided by the ground disturbing activities.

Project Name: Archaeological Mitigation Work on the May Canyon

Road Project Description: Mitigation of 4 archaeological sites near

Dolores, Colorado. **Client:** Bureau of Reclamation; Mr. Tom King (303) 565-7224

Project Reports: Archaeological Mitigation Work in the May Canyon Project Area, Dolores Plateau, Southwestern Colorado.

Project Results: Three structural elements and a outside work area dating to the Pueblo I period were found and excavated on one of the sites. Excavation of the other sites revealed two surface features and artifact assemblages.

Project Name: Cultural Resource Survey of Chevron's Carbon Dioxide and Phosphate Pipeline, Northwestern Colorado and Northeastern Utah

Project Description: Survey of a 101-mile-long corridor from Rangely, Colorado to the Utah-Wyoming border.

Client: Woodward-Clyde Consultants; Ms. Ruthann Knudson (415) 945-3000

Project Reports: Cultural and Paleontological Resource Inventory Investigations along the Chevron Carbon Dioxide and Phosphate Slurry Pipeline Corridors, Colorado, Utah, and Wyoming.

Project Results: Twenty-eight archaeological sites were located along the proposed pipeline right-of-way. The majority of these sites were composed of open lithic scatters with and without features dating from the Late Paleo- Indian Period to the Late Prehistoric Period. Several historic sites were also located along the proposed right-of-way.

Project Name: Cultural Resource Survey of the Iron Horse Resort-Cascade 115-kv Transmission Line

Project Description: Cultural resource survey of a proposed 31 mile-long transmission line from Durango to Purgatory, Colorado.

Client: Colorado-Ute Electric Association, Inc.; Mr. Martin Rehm (303-249-4501) and La Plata Electric Association; Mr. Steve Gregg (303) 247 - 5786

Project Reports: Cultural Resource Survey of the Southern Section of the Iron Horse Resort-Cascade 115-KV Transmission Line and Cultural Resource Survey of the Northern Section of the Iron Horse Resort-Cascade 115-KV Transmission Line

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

Project Results: Fifteen cultural resource sites have been located to date. These include BMII, BMIII and historic habitation sites. All the resources were avoided during the construction of the transmission line.

Project Name: Alkali Ridge Class II Sample Inventory and Cultural Vandalism Study, YA-551-CT3-440051. **Project Description:** A BLM Class II sample inventory and study of vandalism problems to cultural resources in southeastern Utah.

Client: Bureau of Land Management; Mr. Chas Cartwright (801-587-2201).

Project Reports: The Alkali Ridge Cultural Resource Survey and Vandalism Study, Southeast Utah.

Project Results: A total of 99 sites were recorded in ten 40 acre sample survey units. The sites located were primarily Anasazi in affiliation (BMIII through PIII) and included over 40 ceramic kiln sites.

Project Name: Empire Electric 115KV Transmission Line Project

Project Description: The project consisted of an inventory, testing, and monitoring program for a 72 mile long transmission line in southwestern Colorado.

Client: Empire Electric Association; Mr. Everett Johnson (303-565-4444)

Project Reports: Cultural Resources Inventory, Empire Electric Association 115KV Transmission Line Project and Final Report on the Archaeological Investigations Conducted for the Empire Electric Association 115KV Transmission Line Project, Southwestern Colorado.

Project Results: On the survey 141 archaeological sites were located, most of which dated to the Anasazi time period. Six of these sites were selected for testing as avoidance was not feasible; all other significant sites were avoided. Monitoring ensured that the construction of the transmission line had no major impact on cultural resources in this high site density area. Construction proceeded without any delays due to cultural resource problems. Empire Electric Association received letters of commendation on the work performed for them by Woods Canyon from the SHPO and BLM offices.

Project Name: House Creek Access Road Survey, 3CR470330

Project Description: Cultural resource inventory of 3.4 miles of road improvement north of Dolores, Colorado.

Client: Bureau of Reclamation; Mr. Lary Martin (303-565-4473)

Project Reports: Cultural Resource Survey of Portions of the House Creek Access Road, Southwestern Colorado

Project Results: The survey located 13 prehistoric isolated finds and 1 historic site.

Project Name: Texas Eastern Loop Pipeline Project

Project Description: Cultural resource inventory of a 200 mile long proposed pipeline right-of-way between southwestern Colorado and Rangely, Colorado.

Client: Northwest Pipeline Corporation; Ms. Lori Komatar (801-584-6734)

Project Reports: The Cultural Resource Inventory of the Proposed Texas Eastern Loop Pipeline Project, Western Colorado and Eastern Utah

Project Results: A total of 158 archaeological sites were located on the survey of the proposed route. These sites dated from the Paleo-Indian time period through the Historic time period. Woods Canyon was commended by both the BLM and SHPO offices for the quality of work done on this project.

Project Name: Shell CO2 Mainline and Laterals

Project Description: The project consisted of an inventory and testing program along 74.5 miles of carbon dioxide mainline and 80.5 miles of carbon dioxide laterals and flowlines in southwest Colorado.

Client: Woodward-Clyde Consultants; Ms. Susan Naughton

Project Reports: Cultural Resource Inventory Shell CO2 Mainline and Cultural Resource Inventory Shell CO2 Laterals and Shell Oil Flowlines

Project Results: A total of 230 archaeological sites were located during the course of this survey. The

Woods Canyon Archaeological Consultants, Inc.

140 North Linden St., Cortez, CO 81321

Ph. 970-564-9640

majority of these sites dated to the Anasazi time period. Three sites were selected for testing as avoidance was not feasible. Pipeline construction was completed with no delays due to cultural resource problems.

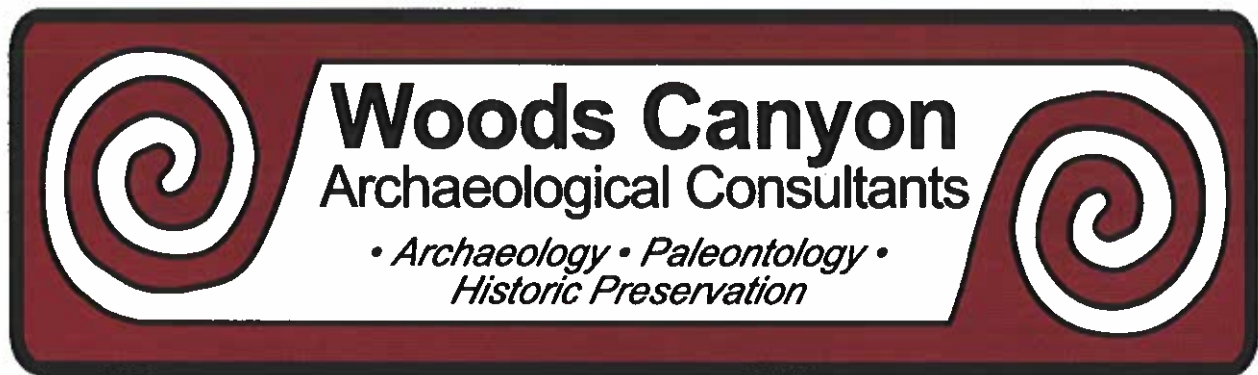
Project Name: MAPCO's Rocky Mountain Liquid Hydrocarbons Pipeline Project

Project Description: The project consisted of inventory of 102 miles of pipeline right-of-way in southwestern Colorado and test excavations and mitigation of 24 archaeological sites.

Client: Woodward-Clyde Consultants; Ms. Susan Naughton. MAPCO Pipeline; Mr. Jim Asbury (918-

584-4471) **Project Reports:** Cultural Resource Inventory, MAPCO's Rocky Mountain Liquid Hydrocarbons Pipeline, Southwestern Colorado and Testing and Excavation Report, MAPCO's Rocky Mountain Liquid Hydrocarbons Pipeline, Southwestern Colorado

Project Results: A total of 131 sites were located during the survey phase of the project. From these 131 sites, a subset of 24 sites was selected for investigation during the mitigation phase of the project. These sites consisted of 7 indeterminate age prehistoric campsites, seven Basketmaker III habitation sites, five Pueblo I habitation sites, and 5 Pueblo II habitation sites. Evidence was recovered from the mitigation project for an Archaic occupation of the Yellow Jacket area, a Basketmaker III occupation of the Dove Creek area, a Pueblo I occupation of the Cahone and Durango areas, a Pueblo II occupation of the Dolores area, and an early post-Anasazi occupation of the Hesperus area.



CURRICULUM VITAE OF KEY PERSONNEL

Woods Canyon Archaeological Consultants, Inc.

140 N Linden Street

Cortez, Colorado 81321

970-564-9640

office@woodscanyon.net

www.woodscanyon.net

Jason P. Chuipka
Principal Investigator
Vice President and Co-Owner, Woods Canyon Archaeological Consultants, Inc.
970-570-9524 (cell)
jason@woodscanyon.net

Academic Background

- 2008 Master of Arts (with Distinction), Anthropology. University of Colorado, Boulder, CO.
Thesis: *Exploring Village Organization in the Northern San Juan Region of the American Southwest, A.D. 750-840.*
- 1995 Bachelor of Arts (Advanced), Anthropology/Geological Sciences. University of Manitoba, Winnipeg, MB, Canada.
- 1993 Archaeological Field School. Southern Utah University, Cedar City, UT.

Additional Skills/Training

- Recordation and excavation of Paleoindian to Historic sites in the American Southwest
- Architectural documentation, condition assessment, and stabilization of prehistoric sites
- Research design and technical/cost proposal preparation
- Grant preparation and management
- Management, supervision, and oversight for projects on private, federal, tribal, and state lands
- Publication layout (Adobe Pagemaker, InDesign, Photoshop)
- Database (Filemaker Pro, Access), presentation software (PowerPoint), spreadsheet (Excel)
- Mapping with transit and rod, alidade and plane table, total station, and portable GIS
- Artifact analysis, sample flotation, general lab work, curation of collections
- Computer drafting; Total Station mapping
- Historic and archival research (Colorado, Utah, New Mexico; Navajo Nation)
- GIS (ArcView, ArcPad), GPS mapping

Memberships in Professional Organizations

- Society for American Archaeology (#67578920)
- Register of Professional Archaeologists (#16410)
- Colorado Council of Professional Archaeologists
- Utah Professional Archaeological Council
- New Mexico Archaeological Council

Awards

- 2022 Stephen H. Hart Award, Colorado OAH: *Haycamp Mesa Cultural Historic Landscape*
- 2021 Professionalism in Cultural Resource Management Consulting, Utah Public Lands Policy Coordinating Office
- 2010 Distinguished Technical Communication, Best of Show: *Animas-La Plata Project: Volume XII The Sacred Ridge Site*, The Intermountain Chapter of the Society for Technical Communication

Professional Experience

June 2016-present

Woods Canyon Archaeological Consultants, Inc.

Principal Investigator, Co-owner, and Vice President

Principal Investigator and Project Director for survey, excavation, condition assessment, site stabilization, and monitoring in Colorado, Utah, and New Mexico; Principal Investigator for work on lands of the Navajo Nation in Arizona, New Mexico, and Utah.

Selected Woods Canyon Projects 2016-2023

- 2023 Principal Investigator for the Great Sage Plain and Adjacent Borderlands Multiple Property Listing and Context for southwest Colorado and southeast Utah
- 2023 Principal Investigator for the 3,000 acre Shepherder One Solar Project on Navajo Nation lands near Shiprock, New Mexico
- 2023 Principal Investigator for the Data Compilation for the Navajo-Gallup Water Supply Project
- 2023 Principal Investigator for the Utah BLM's Monticello Uplands and Triangle Uplands survey projects in San Juan and Grand Counties, Utah
- 2022 Principal Investigator for the Bears Ears Inter-Tribal Coalition Pilot Project for a Native Conservation Corps for the Bears Ears National Monument
- 2022 Principal Investigator for the Class III Cultural Resource Inventory for the Vallecito Seismic Study, La Plata and Archuleta Counties, Colorado
- 2022 Principal Investigator for the Emergency Removal of Exposed Human Remains at the Sanchez Site (5AA1270), Navajo Reservoir, Colorado
- 2022 Principal Investigator for the 60,000 acre survey for the BLM-Richfield Field Office in Wayne and Garfield counties, Utah
- 2022 Principal Investigator for the Anasazi Visitor Center Museum Replica and Ruin Stabilization Project, Garfield County, Utah
- 2021-2022 Principal Investigator for 28,000 acres as part of the Class III Cultural Resource Inventories for the Fire Pine, Turkey, Salter, and Dolores Trails projects on the San Juan National Forest, Montezuma and Dolores counties, Colorado
- 2021-2022 Principal Investigator for the Ute Mountain Ute Tribe Development of a Tribal Register of Historic Places and National and Tribal Register Historic District Nominations under Colorado State Historic Fund Grant #2021-01-014
- 2021 Principal Investigator for the stabilization of the Mountain Meadows Massacre Site in Washington county, Utah
- 2021 Principal Investigator for the Ute Mountain Ute Tribe for the stabilization of Casa Colorado in the Ute Mountain Tribal Park under Save America's Treasures Grant P20AP00362
- 2021 Principal Investigator for the *Survey of 23 Historic Properties Within The Original Townsite of Cortez, Montezuma County, Colorado* prepared under History Colorado Certified Local Government Grant #CO-20-10002
- 2021 Principal Investigator for the Bears Ears Intertribal Coalition Land Management Plan for Bears Ears National Monument, Utah under contract with Resource Legacy Fund

- 2020 Principal Investigator for the Survey of 22 Historic Properties Within The Original Townsite of Cortez, Montezuma County, Colorado (OAHF No. MT.SHF.R140) prepared under History Colorado Certified Local Government Grant #CO-19-10001
- 2020 Principal Investigator for Phase II and III survey of 3,950 acres of OHV routes in Bears Ears National Monument, Utah.
- 2020 Principal Investigator for Phase I Data Recovery of multiple sites for Reaches 12.1 and 12.2 of the Navajo-Gallup Water Supply Project, Navajo Nation, McKinley County, New Mexico
- 2020 Principal Investigator for survey of 24,000 acres of the San Juan National Forest, Dolores Ranger District in Montezuma and Dolores counties, Colorado.
- 2020 Project Manager for paleontological survey of 14 wells and associated infrastructure for EOG Resources, Inc. on BLM lands in Sandoval county, New Mexico.
- 2020 Principal Investigator for stabilization of the Coombs Site in Garfield county, Utah.
- 2020 Principal Investigator for stabilization of Edge of the Cedars Pueblo, Seven Kivas, and Lewis Lodge in San Juan county, Utah.
- 2019 Principal Investigator for development of the Nihi Cultural Resource Database for the Navajo Nation Heritage and Historic Preservation Department (NNHHPD)
- 2019 Principal Investigator for the structural stabilization of the Henry Huff Cabin, Montrose County, Colorado.
- 2019 Principal Investigator for multiple cultural resource surveys on BLM lands in San Juan County Utah in and around Bears Ears National Monument (Indian Creek, Comb Ridge, Cedar Mesa, Cottonwood Canyon localities).
- 2018-2019 Principal Investigator and Project Manager for the Ute Mountain Ute Tribal Historic Preservation Office implementation grant through the Colorado State Historic Fund. Development of GIS, cultural resource dB, and updating of the CRMP for the UMTU.
- 2018-2019 Principal Investigator for the Navajo-Gallup Water Supply Project re-route survey, archaeological testing, discovery mitigation, and construction monitoring on Navajo Nation lands and BLM lands in New Mexico.
- 2018 Principal Investigator for the inventory Cedar Point and Gunnison Sage Grouse Fuels Treatment Area of San Juan Utah (6,960 acres, 640 sites)
- 2017-2018 Cultural resource inventories for various NTUA distribution lines on the Red Mesa, Teec Nos Pos, Lupton, Shiprock, Navajo Mountain, Inscription House, Birdsprings, and Shonto Chapters.
- 2017 Class III Cultural Resource Inventory of 3,726 Acres for the Vallecito-Piedra Integrated Vegetation Management Plan for the San Juan National Forest USFS Contract AG-82-CS-C-17-0006.
- 2017 BLM-Monticello Field Office Survey of Visitor Use Areas (Phase I), San Juan County, Utah.
- 2017 Stabilization of the Historic Shumway Cabin (42SA31851) on SITLA lands in San Juan County, Utah.
- 2016-2017 Bureau of Land Management-Monticello Field Office Restoration/Stablization of Five Ruin Sites in San Juan County, Utah (U16WN0794B; BLM Contract L16PD01070).
- 2016-2017 Seed Jar Site (5MT3892) Investigations, Montezuma County Colorado. Data recovery investigations at a Basketmaker III-Pueblo II site on private lands north of Cortez, Colorado.
- 2016 Class III West GSA Mine Sites Survey and Ethnographic Study, Navajo Nation Allotment Lands in McKinley County, New Mexico (400 acres).
- 2015-2016 Bureau of Land Management-Monticello Field Office Restoration/Stablization of Six Ruin Sites in San Juan County, Utah (U15WN0905B; BLM Contract L15PD01373).
- 2016 Class I Inventory for the Paths to Mesa Verde Trails Project, Montezuma County Colorado.

December 2012-September 2016

Paleowest Archaeology, Farmington, NM

Principal Investigator (Woods Canyon under subcontract June to September 2016)

Principal Investigator, Navajo-Gallup Water Supply Project, northwestern New Mexico (Navajo Nation and San Juan, Rio Arriba, McKinley, and Sandoval counties). Supervising the survey, testing, data recovery, ethnography, historic research, and cultural resource monitoring for 280 miles of pipeline in the San Juan Basin. Federal, State, Municipal, Tribal, and private lands.

Project Director for archaeological testing, data recovery, and cultural resource monitoring projects in Colorado, New Mexico, and California. Federal, State, Municipal, Tribal, and private lands October 2011-September 2016

Selected PaleoWest Projects 2012-2015

- Archaeological survey for Power New Mexico, San Juan County, NM. Supervising survey of 7000 acre parcel on the Ute Mountain Ute Reservation.
- Data Recovery at the Navajo Mine, San Juan County, New Mexico for Arizona Public Service. Excavation of a Pueblo II limited activity site.
- Fosset Gulch fuels reduction survey and site testing, La Plata and Archuleta counties, Colorado. Survey of multiple blocks (1200 acres) and NRHP evaluation of 16 sites.
- Archaeological test excavation for road improvements to the Navajo Mountain Chapter House, San Juan County, Utah. Test excavation at two sites along the road ROW.
- Golden West Class II Survey, El Paso County, Colorado. Wind power feasibility study.
- Cowboy Wash Mapping Project; Barker Arroyo Mapping Project; Moqui Springs Mapping Project, Ute Mountain Ute Reservation, Montezuma county, Colorado. Large site documentation and condition assessment.
- Pine Ridge Class III Inventory, Mesa County, Colorado (1,500 acres); Class III Proposed Solar Survey, Mesa County, Colorado (2,530 acres).
- Proposed solar feasibility study, Ute Mountain Ute Reservation, Colorado and New Mexico. Selection of 2000-3000 acre parcels for commercial solar development.
- Paleontological assessment of the Pinebete expansion unit, Navajo Mine, San Juan county, New Mexico. Significance assessment of 35 paleontological localities and formulation of a data recovery plan for BHP Billiton.
- Eureka Fuels Reduction Class III Survey, Juab County, Utah. Inventory of 1,930 acres west of Eureka, Utah.

March 1998-October 2011

Woods Canyon Archaeological Consultants, Inc., Cortez, CO

Crew Chief, Project Director, and Project Manager

Woods Canyon Projects 2011

February-April: Squaw Canyon Area 3 Class III Inventory, Canyons of the Ancients National Monument, Crew Chief. Survey of 400 acres in Montezuma county, CO.

May-August: Kinder-Morgan CO2 Burro Point Expansion. Project planning and monitoring within and around Canyons of the Ancients National Monument, Montezuma county, CO.

September-October: Kinder Morgan Seismic Survey, Project Manager. Class III inventory of 1,000 miles of seismic lines in Dolores county, CO.

September-October: Draft Final Report preparation for the Chimney Rock Interpretive Association's Preservation and Reconstruction Project (Project 2009-01-039), Project Manager. Architectural documentation and condition assessment of the Chimney Rock Great House (5AA83), the Ravine Site (5AA88), and Parking Lot Site (5AA86) in Archuleta county, CO.

Woods Canyon Projects 2010

January-October: Chimney Rock Interpretive Association's Preservation and Reconstruction Project (Project 2009-01-039), Project Manager. Also supervising stabilization portion of project.

March-May: McInnis Canyons National Conservation Area Trails Survey, Project Director. Block and trails survey of 2,600 acres in Mesa county, CO. Responsible for fieldwork, literature search, technical reports, and conservation recommendations.

July-November: Save America's Treasures Ancestral Puebloan Sites at Risk Project, Southeastern Utah, Project Manager. Architectural documentation and emergency stabilization of Goat on a Bicycle and Dead Dog Ruin in Grand Gulch; stabilization of the Moon House Complex sites; mapping of Alkali Ridge Site 13, and preparation of the technical report and conservation recommendations for all sites. San Juan County, Utah.

Woods Canyon Projects 2009

January-May: Canyons of the Ancients National Monument, McLean Basin Cultural Resource Inventory, Crew Chief. Block inventory and writing of report for 3,150 acres of survey in McLean Basin, southwestern Colorado (Montezuma county, CO).

March: XTO Buzzard Bench Inventory. Survey crew member for archaeological inventory prior to a seismic project west of Castle Dale, Utah (Emery county, UT).

June: Chimney Rock Fill Level Reduction Project, University of Colorado. Work included excavation and architectural documentation of one quarter of Rooms 5 and 7 at Chimney Rock Pueblo (5AA83) in Archuleta county, CO.

July: Class III cultural resource inventory and limited site testing for 188 acres of the Twin Buttes residential development west of Durango, Colorado, Project Manager and Crew Chief (La Plata county, CO).

September: Jemez-Blanco Conversion Line Survey Project, crew chief. Survey north of Huerfano Mesa (Rio Arriba and San Juan counties, NM).

September-December: Chimney Rock Interpretive Association's Preservation and Reconstruction Project (Project 2009-01-039), Project Manager. Architectural documentation and condition assessment of the Chimney Rock Great House (5AA83) in Archuleta county, CO.

Woods Canyon Projects 2008

May-June: Torrey Pines Seismic Survey, Crew Chief. Survey within and around the Disappointment and Big Gypsum Valley areas (San Miguel and Mesa counties, CO).

July-October: Northern San Juan Basin Settlement Survey Project, Supervising Archaeologist and Crew Chief. Survey, re-recording, and testing of sites east of the Animas River in Archuleta and La Plata counties, CO.

October-November: Canyons of the Ancients National Monument, McLean Basin Cultural Resource Inventory, Crew Chief. Block inventory of 3,150 acres in McLean Basin (Montezuma county, CO).

Woods Canyon Projects 2007

January-June; September-October: Writing the final site description for Sacred Ridge (5LP245) that was excavated as part of the Animas-La Plata Archaeological Project in Ridges Basin near Durango, CO (La Plata county, CO).

June-August: Survey on Alkali Ridge and Mustang Flat in Utah as part of compliance work for CrownQuest Exploration gas field development (San Juan county, UT).

June-August: Mapping and Testing Morris 23 in the La Plata Valley for thesis research (La Plata county, CO).

July: Blanco Transmission Line Project, crew member. Testing and monitoring in San Juan and Rio Arriba counties, NM.

Woods Canyon Projects 2006

January-December: Writing the final site descriptions for excavations conducted as part of the Animas-La Plata Archaeological Project in Ridges Basin and Blue Mesa near Durango (La Plata county, CO.).

April-August: Comb Wash Archaeological Survey, Crew Member. Archaic-Historic age sites in Comb Wash, Utah (San Juan county, UT). Project is funded through the University of Colorado.

August: Ignacio-Sumas Recoat Project. Monitoring pipeline re-excavation in the Canyon Pintado District (Rio Blanco county, CO).

Woods Canyon Projects 2005

January-March: Paria-Kaiparowits Abandoned Mines Project, Crew Chief. Supervised the inventory of historic mines and prehistoric sites in the western portion of the Grand Staircase-Escalante National Monument, Utah (Garfield and Kane counties, UT). Also conducted the pre-fieldwork historic research, drafted site maps, updated the GIS database, and authored the report.

April: Hidden Valley Fuels Reduction Project, Crew member. Surveyed and recorded sites within a 400 acre project area along Falls Creek northwest of Durango (La Plata county, CO). Also conducted historic research regarding irrigation ditches and homesteads in the valley.

May-December: Animas-La Plata Archaeological Project, Crew Chief. Supervised crew of up to 17 during excavations of Sacred Ridge (5LP245) in Ridges Basin, CO (La Plata county, CO) and compiled preliminary reports. Subcontracted to SWCA Environmental Consultants, Inc.

Woods Canyon Projects 2004

January-December: Animas-La Plata Archaeological Project, Crew Chief. Supervised crew of 6 during excavations of Early Puebloan sites near Durango (La Plata county, CO) and compiled preliminary reports. Subcontracted to SWCA Environmental Consultants, Inc.

Woods Canyon Projects 2003

January-December: Animas-La Plata Archaeological Project, Crew Chief. Supervised crew of up to 12 during excavations of Early Puebloan sites near Durang (La Plata county, CO) and compiled preliminary reports. Subcontracted to SWCA Environmental Consultants, Inc.

Woods Canyon Projects 2002

February-May: Canyons of the Ancients National Monument Survey, Crew member. Survey of selected portions of the monument, including lower Rock and East Rock Canyons, Sand Canyon, and Burro Point (Montezuma county, CO).

May: Glade Prescribed Burn Project, Crew member. Re-recorded and auger tested 43 sites and assessed pre-burn fuel loads. All sites located east of the Dolores River (Dolores county, CO).

June-December: Animas-La Plata Archaeological Project, Crew Chief. Supervised excavations of Early Puebloan and Archaic sites near Durango (La Plata county, CO) and compiled preliminary reports. Subcontracted to SWCA Environmental Consultants, Inc.

Woods Canyon Projects 2001

May-September: Dolores Rim Fuel Reduction Project, Crew Member. Cultural resource inventory, site testing, and hydro-mowing monitoring of a 5000 acre parcel east of Cahone (Dolores county, CO).

May: Crew member for testing of site 5SH1849 near Gunnison (Saguache county, CO).

June-July: Mayhan Hazardous Fuels Reduction Survey Project, Crew member (La Plata, CO).

August: Cottonwood Wash Abandoned Mines Reclamation Project, Crew Member. Site mapping and testing of 7 Pueblo I period sites along Cottonwood Wash southwest of Blanding (San Juan county, UT).

September: Greenlee Lands Project, Crew Member. Recordation of 6 Late Pueblo I period sites on a 160 acre land parcel west of Dove Creek (Dolores county, CO).

October: Glade Prescribed Burn Project, Crew member. Survey of Paleoindian through historic age sites in the Ormiston Point/Lone Dome area east of the Dolores River Canyon (Dolores county, CO).

October: Hovenweep Burn Assessment Survey, Crew member. Revisiting previously recorded sites in the 2000 Hovenweep Burn area (Montezuma county, CO) to assess the impact of the fire on the deposits.

Woods Canyon Projects 2000

January-December: Middle America Pipeline Company (MAPL) Pipeline Project lab work, which included artifact curation and drafting figures for sites excavated in SW Colorado and NW New Mexico. Work also included preparing the report for publication along with general lab and office work.

April-May: Writing the LA46147 portion of the MAPL report, detailing the multicomponent Archaic, Puebloan, and Navajo site near Aztec, NM (San Juan county, NM).

August: Anadarko Gas Well Expansion Survey Project, Crew member. Recording Fremont and historic sites in near Price (Emery county, UT). Subcontracted to Montgomery Archaeological Consultants, Inc. (MOAC), Moab, UT.

July: Denver Hill Study Unit Project, Crew member. Survey and assessment of sites in the historic mining area northeast of Silverton (San Juan county, CO).

August: Tri-State Generation Transmission Expansion Project, Crew member. Testing of an Archaic site in Montrose county, CO.

September: Crew member for the excavation and removal of 3 burials exposed by low water levels at site SMT4508, a Pueblo I site near Dolores (Montezuma county, CO).

September: Kern River Pipeline Expansion Project, Crew member. Survey north of St. George (Washington County, UT).

Woods Canyon Projects 1999

January-December: Middle American Pipeline Expansion Project, Crew Member and Assistant Crew Chief. Excavation of multicomponent sites along pipeline corridor in NW New Mexico (San Juan county, NM) and SW Colorado (La Plata county, CO).

Woods Canyon Projects 1998

March-April: Middle American Pipeline Expansion Project, Crew member. Survey and auger testing sites along the MAPL Pipeline corridor through SW Colorado (Dolores, La Plata, Montezuma counties, CO) and NW New Mexico (San Juan county, NM). Work involved re-visiting previously recorded sites, recording new sites, and using a soil auger to test the proposed centerline for buried deposits.

April-June; November: El Paso Trunk N Loop Project, Crew Member. Excavation of sites along the pipeline corridor northeast of Aztec, NM (San Juan county).

June: Tri-State Generation Fraser Valley Loop Project, Crew member. Test excavation of a Paleoindian site near Fraser, Colorado (Grand county, CO).

June-July: Williams Field Service Pipeline Lateral Expansion Project, Crew member. Pipeline trench monitor and survey crew member southeast of Navajo Reservoir (Rio Arriba county, NM). Subcontracted to DCA/Salmon Ruins, Bloomfield, NM.

August-October: TransColorado Pipeline Project, Crew member. Excavation of a PII habitation site adjacent to Morris 41 in the La Plata valley (San Juan county, NM). Subcontracted to Centennial Archaeological Consultants, Inc., Fort Collins, CO.

November: El Paso Trunk N Loop Project, Crew member. Archaeological monitor for the pipeline construction (San Juan county, NM). Located, recorded and sampled discoveries found in the trench.

December: Middle American Pipeline Expansion Project, Crew member. Excavation of a BMIII pit structure northeast of Dove Creek, (Dolores county, CO).

1997 Alpine Archaeological Consultants, Inc., Montrose, CO

August-November: TransColorado Pipeline Project, Crew member. Excavation of sites along the southern portion of the pipeline (San Juan county, NM; San Miguel, Mesa, Montrose, Montezuma, and La Plata counties, CO).

1996 Cultural Resource Management Consultants (CRMC), Farmington, NM

August-December: Trunk S Loop Project, Crew member. Excavation of two multicomponent PI/Navajo sites along near Navajo Reservoir (Rio Arriba county, NM).

1996 Baseline Data Inc., Orem, UT

March-June: Twin Cities Power Gas Pipeline Project, Crew member. Excavation of sites between Hurricane and Hildale, Utah (Washington county, UT). Excavated portions of three multi-occupation Virgin Anasazi/Archaic habitation sites.

1996 Southern Utah University/Intersearch, Cedar City, UT

January-August: Worked in the SUU anthropology laboratory and repository on a number of projects conducted through Intersearch. Duties included assisting in report preparation for CRM projects, lithic analysis, artifact curation, organizing projects to be curated, and general lab and field work.

1994-1996 Southern Utah University Archaeological Field School, Cedar City, UT

June-July: Archaeological Field School, Instructor and assistant to the Field Director. Worked on two different multi-occupation Virgin Anasazi sites in the Arizona Strip District on the Arizona/Utah border for three summers while in university. Duties included all aspects of excavation, survey, cataloging of artifacts in the field lab, helping to organize and run the field camp, and instructing 20 undergraduate students per session.

Publications

Chuiyka, Jason P. and Jerry Fetterman

2013 Examining Orthodoxy in the Upper San Juan Region of the Northern Southwest. *Kiva*, 78(4), pp. 449-476.

Potter, James M. and Jason P. Chuiyka

2007 Early Pueblo Communities and Cultural Diversity in the Durango Area: Preliminary Results from the Animas-La Plata Project. *Kiva* 72(4), pp. 407-430.

Potter, James M. and Jason P. Chuiyka

2010 Violence and Perimortem Mutilation of Human Remains in an Early Village in the Northern Southwest: A Case for Genocide. *Journal of Anthropological Archaeology*, No. 29, pp. 507-523.

Potter, James M., Jason P. Chuiyka, and Jerry Fetterman

2012 Chapter 4. The Upper San Juan: Migrants, Cultural Diversity, and Violence in the East. In *Crucible of Pueblos: The Early Pueblo Period in the Northern Southwest*. Papers of the 2006 Pueblo I World Conference, Towaoc, Colorado. Cotsen Press, University of California, Los Angeles.

Wilshusen, Richard H, Winston Hurst, and Jason Chuiyka

2012 *Small Hamlets to Early Great Houses: The Emergence of Villages In the Mesa Verde Region between AD 200 and 900*. Amerind Short Symposium: Foundations of Southwestern Communities. The Amerind Foundation. University of Arizona Press, Tucson.

Conference and Public Presentations

2024 *Toward A Context for the Prehistoric Resources of the Great Sage Plain in Southeast Utah and Southwest Colorado 8,000 B.C. to A.D. 1750*. Paper presented at the Utah Professional Archaeological Council Annual Meeting, Price, UT.

2023 *Development of A Context for the Prehistoric Resources of the Great Sage Plain in Southeast Utah and Southwest Colorado 8,000 B.C. to A.D. 1750*. Paper presented at the Pecos Conference, Flagstaff, AZ.

2023 *Collaborative Land Management Planning and Implications for CRM Consulting in Utah*. Paper presented at the Utah Professional Archaeological Council Annual Meeting, Salt Lake City, UT.

2020 *Newspaper Rock: New Insights Into An Iconic Rock Art Panel in Southeastern Utah*. Virtual public presentation for the Utah State Historic Preservation Office, Utah Public Archaeology Network. Co-authored with Shanna Diederichs.

2019 *Cultural Landscapes, Past and Present: Cultural Resource Management Perspectives From Recent Work in Southeastern Utah*. SAA Annual Meeting – Albuquerque, New Mexico: April 10-14, 2019

Organized Session: Transcending Modern Boundaries: Recent Investigations of Cultural Landscapes in Southeastern Utah.

- 2019 *Archaeology, Politics, and Media Coverage in Southeastern Utah*. Paper presented at the Utah Professional Archaeological Council Annual Meeting, Moab, UT.
- 2019 *Beyond Section 106: Public Engagement and Archaeology Projects in the Four Corners*. Paper presented at the Pecos Conference, Cloudcroft, NM.
- 2019 *Achieving Balance: Ruins Preservation in the Greater Cedar Mesa Area of Southeast Utah*. Paper co-authored with Shanna R. Diederichs and presented at the Pecos Conference, Cloudcroft, NM.
- 2019 *May You Live in Interesting Times: Archaeology, Politics, and Media Coverage in the Four Corners*. Paper presented at the 2019 Big Meeting at Crow Canyon Archaeological Center, Cortez, CO.
- 2018 *Thinking in Soundbites: A Year of Archaeology, Politics, and Mainstream Media Coverage in Southeastern Utah*. Paper presented at the Pecos Conference, Flagstaff, AZ.
- 2018 *They Have Labored Exceedingly: An Overview of Conservation Projects In and Around the Bears Ears National Monument, Utah*. Paper presented at the 2018 Celebrate Cedar Mesa meeting in Bluff, Utah.
- 2017 *Time's Arrow in Southeastern Utah: An Overview of Site Stabilization Projects and Why Preservation Matters*. Four Corners Lecture Series, Edge of the Cedars Museum, Blanding, Utah.
- 2017 *Why Preservation Matters: An Overview of Recent Site Stabilization Projects On and Around Cedar Mesa, Utah*. Paper presented at the 2017 Celebrate Cedar Mesa meeting in Bluff, Utah.
- 2017 *Recent Site Stabilization Projects on BLM Lands in San Juan County, Utah*. Paper presented at the Utah Professional Archaeological Council (UPAC) meeting in Price, Utah.
- 2017 *An Overview of 2016-2017 Preservation Projects in the Four Corners Area*. Paper presented at the Big Meeting at Crow Canyon (Big MACC), Cortez, Colorado.
- 2016 *Collaboration Rather Than Competition: Integrating Ethnography, Traditional History, and Archaeology for the Navajo-Gallup Water Supply Project, Northwest New Mexico*. Poster presented at the "Engaged Archaeology and Descendant Communities Session", Southwest Symposium, Tucson, Arizona.
- 2016 *More than Meets the Eye: The Role of Ethnography and Traditional History for Interpreting Cultural Resources on the Navajo-Gallup Water Supply Project, Northwest New Mexico*. Poster presented at the "Engaged Archaeology Through Transnational and Interdisciplinary Collaborations Session", Southwest Symposium, Tucson, Arizona.

- 2015 *Absent or Overlooked: Addressing the Early Athapaskan Presence in the San Juan Basin of Northwest New Mexico.* Paper presented at the Society for American Archaeology Annual Meeting, San Francisco, California. Chair of the Southwestern General Session.
- 2014 *Beyond the APE: Landscape Level Research on the Navajo-Gallup Water Supply Project, Northwest New Mexico.* Paper presented at the Society for American Archaeology Annual Meeting, Austin, Texas.
- 2014 *Walking the San Juan Basin: Year Three of the Navajo-Gallup Water Supply Project.* Paper presented at the Pecos Conference, Blanding, Utah. Co-authored with Cory Breternitz.
- 2014 *Perspectives on Cultural Resource Preservation From the Navajo Gallup Water Supply Project: Archaeological Approaches.* Session at the Arizona Historic Preservation Conference, Rio Rico, Arizona.
- 2013 *The Historicity of Digital Data Collection in the Northern Southwest.* Paper presented at the Society for American Archaeology Annual Meeting, Honolulu, HI.
- 2013 *Chimney Rock Pueblo, The Ultimate Outlier: New Insights into Form, Function, and Time.* Paper presented for Southwest Seminars, Ancient Sites and Ancient Stories, Santa Fe, NM.
- 2013 *Understanding the Cultural Landscape of the Eastern Mesa Verde: The Chimney Rock Great House Community, A.D. 900-1150.* Paper presented at the 11th Biennial Rocky Mountain Anthropological Conference, Taos, NM.
- 2012 *An Overview of Digital Data Recordation on the Navajo-Gallup Water Supply Project, Northwest New Mexico.* Paper presented at the New Mexico Archaeological Council Meeting, Albuquerque, NM. Co-authored with Shawn Fehrenbach.
- 2012 *Taming the Beast: Digital Data Collection on the Navajo-Gallup Water Supply Project, Northwest New Mexico.* Paper presented at the Pecos Conference, Pecos, NM. Co-authored with Shawn Fehrenbach and Cory Breternitz.
- 2011 *New Findings From The 2009-2010 Architectural Documentation of Chimney Rock Pueblo in Southwestern Colorado.* Paper presented at the Big MACC Conference at the Crow Canyon Archaeological Center, Cortez, Colorado.
- 2011 *An Overview of the Ute Occupation in the McLean Basin Area of Southwestern Colorado.* Paper presented at the Big MACC Conference at the Crow Canyon Archaeological Center, Cortez, Colorado.
- 2011 *The Chaco-to-Post-Chaco Transition in the Upper San Juan Region: Persistence of Social Traditions on the Northeastern Frontier.* Paper presented at the Society for American Archaeology Annual Meeting, Sacramento, California.

- 2010 *Violence and Perimortem Mutilation of Human Remains in an Early Village in the Northern Southwest: A Case for Genocide*. Poster presented in the Violence in the Northwest/Southwest Poster Session, XI Southwest Symposium, Hermosillo, Mexico.
- 2010 *The 2009-2010 Architectural Documentation of Chimney Rock Pueblo in Southwestern Colorado*. Paper presented at the 2010 Pecos Conference, Silverton, Colorado.
- 2009 *An Overview of the Northern San Juan Settlement Survey Project*. Paper presented at the Big MACC Conference at the Crow Canyon Archaeological Center, Cortez, Colorado.
- 2009 *New Insights into the Prehistory of the Northern San Juan Basin*. Presented at the 2009 Pecos Conference, Dolores, Colorado.
- 2009 *From Durango to Chimney Rock: New Insights into the Prehistory of the Northern San Juan Basin*. Presentation given as part of the Aztec Ruins Summer Presentation Series, Aztec Ruins National Monument, Aztec, New Mexico.
- 2008 *Early Pueblo I Village Organization in the Northern San Juan Region of the American Southwest, A.D. 750-840*. Poster presented at the Society for American Archaeology Conference in Vancouver, B.C., Canada.
- 2008 *Morris 23 and Early Pueblo I Village Organization in the Northern San Juan Region*. Paper presented at the 2008 Archaeological Society of New Mexico Meeting, Farmington, New Mexico.
- 2007 *Early Farmers on the Frontier: A Comparison of Stockade Architecture Between the Early Pueblo Period in the Northern San Juan Region and the Early Neolithic Period in Northwestern Europe*. Paper presented at the 2007 Big MACC Conference at the Crow Canyon Archaeological Center, Cortez, Colorado.
- 2007 *Community Architecture at Sacred Ridge (5LP245), An Early Pueblo I Period Settlement in Ridges Basin, Colorado*. Paper presented at the Society for American Archaeology Conference in Austin, Texas, April 25-28, 2007.
- 2007 *Eighty Years after Earl Morris: A Preliminary Report on the Testing and Mapping of Site 23, a Large Pueblo I Period Settlement in the La Plata Valley, Southwest Colorado*. Paper presented at the 2007 Pecos Conference at Pecos, New Mexico.
- 2006 *Latest Findings and Previously Unknown Components on Blue Mesa near Durango, Colorado*. Paper presented at the 2006 Pecos Conference at Navajo Reservoir, New Mexico.
- 2005 *The Final Season of the Animas-La Plata Project, Durango, Colorado*. Paper presented at the 2005 Pecos Conference hosted by Bandelier National Monument at White Rock, New Mexico. Co-authored with Dr. James M. Potter.
- 2005 *The Ridgetop Complex at Sacred Ridge (5LP245), Ridges Basin, Colorado*. Paper presented at the 2005 Big MACC Conference at the Crow Canyon Archaeological Center, Cortez, Colorado.

- 2003 *A Discussion of Re-Excavations at Hoodoo Ruin (5LP236): Evaluating the 1969 Investigations of Homer Root*. Paper presented at the 2003 Big MACC Conference at the Crow Canyon Archaeological Center, Cortez, Colorado.

Selected Technical Reports

Chuiпка, Jason P.

- 2022a *Bears Ears Inter-Tribal Coalition: A Collaborative Land Management Plan for the Bears Ears National Monument*. Prepared on behalf of the Bears Ears Inter-Tribal Coalition and Resource Legacy Fund Contract No. 15288 by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2022b *Class III Cultural Resource Inventory for the Vallecito Seismic Study, La Plata and Archuleta Counties, Colorado (MC.R.R99)*. Conducted for U.S. Bureau of Reclamation, Upper Colorado Region by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2022c *Emergency Removal of Exposed Human Remains at the Sanchez Site (5AA1270), Navajo Reservoir, Colorado*. Conducted for U.S. Bureau of Reclamation, Upper Colorado Region by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2019a *The Navajo-Gallup Water Supply Project: Monitoring and Discovery Mitigation Along Reaches 9-11, Navajo Nation, McKinley and San Juan Counties, New Mexico*. BOR Contract No. 140R4018D0010, Task Order 140R4018F0079. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2019b *The Navajo-Gallup Water Supply Project: Class III Inventory and Ethnographic Summary for Pumping Plant 3 and San Juan Lateral Added Parcels, Navajo Nation and San Juan County, New Mexico*. BOR Contract No. 140R4018D0010, Task Order 140R4019F0039. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2018a *Documentation of Two Rock Art Sites and Approximately 160 Acres of Class II Reconnaissance Survey in Cottonwood Wash, San Juan County, Utah (U17WN0999)*. Prepared on behalf of Friends of Cedar Mesa and BLM-MFO by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2018b *Class III Cultural Resource Inventory of Approximately 160 Acres in Cottonwood Wash, San Juan County, Utah (U18WN0085)*. Prepared on behalf of Friends of Cedar Mesa and BLM-MFO by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2018c *The Navajo-Gallup Water Supply Project: Class III Inventory and Ethnographic Summary for Realignment of Reaches 4A, 4B, and 6, The San Juan Lateral Water Treatment Plant, Reach 1 and the Hogback Diversion, and the Shiprock Connection, Navajo Nation and San Juan Counties, New Mexico*.

Mexico. BOR Contract No. 140R4018D0010, Task Order 140R4018F0075. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

- 2018d *A Class III Cultural Resource Survey of 1,360 Acres for the Central GSA Mine Sites Project in McKinley County, New Mexico.* Prepared for Carrizo Mountain Environmental on behalf of the EPA by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2017a *Cultural Resource Survey of 5.83 Miles of a Proposed NTUA Fiber Optic Line, Red Mesa Chapter, San Juan County, Utah (NTUA Project No. 12-163-0063).* Prepared for NTUA by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2017b *Cultural Resource Survey of the NTUA Navajo Mountain-Rainbow Plateau Distribution Line with Fiber Optic Cable, Navajo Mountain Chapter, Coconino County, Arizona (NTUA Project No. 16-170-0006).* Prepared for NTUA by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2015 *The Navajo-Gallup Water Supply Project: Archaeological and Ethnographic Investigations Along Reach 12A, Navajo Nation and McKinley County, New Mexico.* BOR Contract No. R11PC40008. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico.
- 2014a *The Navajo-Gallup Water Supply Project: Cultural Resource Summary and Sampling Plan for the Cutter Lateral, San Juan, Rio Arriba, and Sandoval Counties, New Mexico.* BOR Contract No. R11PC40008. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico.
- 2014b *The Navajo-Gallup Water Supply Project: Cultural Resource Summary and Sampling Plan for the San Juan Lateral, Navajo Nation, San Juan and McKinley Counties, New Mexico.* BOR Contract No. R11PC40008. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico.
- 2014c *The Navajo-Gallup Water Supply Project: Class III Cultural Resource Inventory for Reaches 21 of the Cutter Lateral, San Juan County, New Mexico.* BOR Contract No. R11PC40008 and Task Order number R13PD40038. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico. NMCRIS Activity No. 130648.
- 2014d *Analysis Results for the Ute Mountain Ute Commercial Scale Solar Feasibility Study, New Mexico and Colorado (Contract CTM45T75190).* Prepared for the Ute Mountain Ute Tribe by PaleoWest Archaeology, Farmington, NM. PaleoWest Report 14-49.
- 2014e *The Navajo-Gallup Water Supply Project: Class III Cultural Resource Inventory for Reach 22 of the Cutter Lateral, San Juan County, New Mexico.* Contract No. R11PC40008 and Task Order number R13PD40038. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado

- Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico. NMCRIS Activity No. 129706.
- 2013 *The Navajo-Gallup Water Supply Project: Reach 12A Cultural Resource Monitoring Report, Navajo Nation, McKinley County, New Mexico.* Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico.
- 2013 *Phased Cultural Resource Investigations Along Navajo Route 164(1)2&4, Spur Road to the Navajo Mountain Chapter House, San Juan County, Utah.* Prepared for NECA by PaleoWest Archaeology, Farmington, New Mexico. PaleoWest Report No. 13-96.
- 2012 *Interim Report on Data Recovery Phase Investigations Along Reach 12A of the Navajo-Gallup Water Supply Project, McKinley County, New Mexico.* Letter report prepared for the USDI Bureau of Reclamation, Western Colorado Area, Durango Field Office. PaleoWest Archaeology Farmington, New Mexico.
- 2011a *Report for the Bureau of Land Management Monticello Field Office Save America's Treasures Ancestral Puebloan Sites at Risk Project, San Juan County, Utah (#L10PD03748).* Prepared for the BLM-Monticello Field Office, Monticello, Utah on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2011b *Faunal Bone Analysis Summary and Pollen Analysis Summary. Chapter 8: Pre-ceramic Material Culture and Analysis in Volume I: Project Introduction and Pre-Ceramic Occupation, Cultural Resource Investigations within Lease Area IV North, BHP-Billiton Navajo Coal Company's Navajo Mine, Navajo Reservation, Nenahnezad Chapter, Shiprock Agency, San Juan County, New Mexico.* Prepared on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado for BHP Billiton, BHP Navajo Coal Company, Fruitland, New Mexico by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado under authority of NNHPD Permit No. C0707.
- 2011c *Faunal Bone Analysis Summary. Chapter 10: Anasazi Material Culture and Analysis in Volume II: Anasazi Occupations, Cultural Resource Investigations within Lease Area IV North, BHP-Billiton Navajo Coal Company's Navajo Mine, Navajo Reservation, Nenahnezad Chapter, Shiprock Agency, San Juan County, New Mexico.* Prepared on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado for BHP Billiton, BHP Navajo Coal Company, Fruitland, New Mexico by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado under authority of NNHPD Permit No. C0707.
- 2011d *Faunal Bone Analysis Summary. Chapter 15: Historic Navajo Material Culture and Analysis in Volume III: Navajo Occupations, Cultural Resource Investigations within Lease Area IV North, BHP-Billiton Navajo Coal Company's Navajo Mine, Navajo Reservation, Nenahnezad Chapter, Shiprock Agency, San Juan County, New Mexico.* Prepared on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado for BHP Billiton, BHP Navajo Coal Company, Fruitland, New Mexico by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado under authority of NNHPD Permit No. C0707.

- 2010a *2010 Annual Report for the Chimney Rock Interpretive Association's Preservation and Reconstruction Project, Southwestern Colorado (#2009-01-039)*. Prepared for the Chimney Rock Interpretive Association, Pagosa Springs, Colorado and the BLM/USFS, San Juan Public Lands, Durango, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2010b *Report on Emergency Stabilization at Goat on a Bicycle (42SA5110) and Dead Dog Ruin (42SA5115) in the Grand Gulch Primitive Area, San Juan County, Utah (#L10PD03748.0001)*. Prepared for the BLM-Monticello Field Office, Monticello, Utah on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- 2009a *Animas-La Plata Project: Volume VIII – Sacred Ridge*. SWCA Anthropological Research Paper No. 10. SWCA Environmental Consultants, Inc.
- 2009b *Report on the Class III Cultural Resource Survey of the McLean Basin Inventory Area, Canyons of the Ancients National Monument, Montezuma County, Colorado (CANM08-15)*. Prepared for the BLM-CANM by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.
- 2009c *Report on the Twin Buttes Cultural Resource Inventory West of Durango, La Plata County, Colorado*. Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.
- 2009d *Exploring Ethnic Diversity and Sociopolitical Strategies of Early Pueblo I Villages in the Northern San Juan Region, A.D. 750-840*. In *Animas-La Plata Project: Volume XIII – Special Studies*. SWCA Anthropological Research Paper No. 10. SWCA Environmental Consultants, Inc.
- 2008a *Final Descriptive Report on Investigations at Site 5LP4907, La Plata County, Colorado*. Report #SJ99032f on file at the BLM San Juan Public Lands Center, Durango, CO. Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.
- 2008b *The Grandview Archaeological Project: Final Report on Excavations in La Plata County, Colorado*. BLM Report #SJ08018. Prepared for the BLM-SJPL by Woods Canyon Archaeological Consultants Inc., Yellow Jacket, CO.
- 2006 5LP245 (Sacred Ridge). In *Animas-La Plata Archaeological Project 2005 Annual Report*. Edited by T.D. Yoder and J.M. Potter. SWCA Environmental Consultants, Inc., Durango, Colorado.
- 2005a 5LP245. In *Animas-La Plata Archaeological Project 2004 Annual Report*. Edited by T.D. Yoder and J.M. Potter. ALP Report Number 2005-1. SWCA Environmental Consultants, Inc. Durango, Colorado.
- 2005b *Archaeological Inventory of Selected Abandoned Mines in the Paria and Kaiparowits Regions of the Grand Staircase-Escalante National Monument, Kane and Garfield Counties, Utah*. Prepared for the Utah Division of Oil, Gas, and Mining under contract 046393/Project NA-147-01-G. Woods Canyon Archaeological Consultants, Inc. Yellow Jacket, Colorado.

- 2004a 5LP245. In *Animas-La Plata Archaeological Project 2003 Annual Report*. Edited by T.D. Yoder and J.M. Potter. SWCA Cultural Resources Report Number 2004-40. SWCA Environmental Consultants, Inc., Durango, Colorado.
- 2004b Site Excavation Reports: 5LP2088, 5LP2089, 5LP2263. In *Animas-La Plata Archaeological Project 2003 Annual Report*. Edited by T.D. Yoder and J.M. Potter. SWCA Cultural Resources Report Number 2004-40.
- 2004c 5LP2026, Year 2. In *Animas-La Plata Archaeological Project 2003 Annual Report*. Edited by T.D. Yoder and J.M. Potter. SWCA Cultural Resources Report Number 2004-40. SWCA Environmental Consultants, Inc. Durango, Colorado.
- 2002 Site Excavation Reports: 5LP236, 5LP2026 Year 1, 5LP2029, 5LP2091. In *Animas-La Plata Archaeological Project 2002 Annual Report*. Thomas D. Yoder and James M. Potter (editors). SWCA Cultural Resources Report Number 02-623. SWCA Environmental Consultants, Inc., Durango, Colorado.
- 2000a *Salvage Excavation of Human Remains From Site 5MT4508: A Pueblo I Habitation West Of Dolores In Montezuma County, Colorado*. Prepared for USFS Mancos-Dolores Ranger District by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.
- 2000b *Site 5MN5282 Testing Report*. Prepared for Tri-State Generation by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.
- Chuiпка, Jason P., Cory Breternitz, and James Goulding
- 2020 *The Navajo-Gallup Water Supply Project: Phase I Archaeological Investigations Along Reaches 12.1 and 12.2, Navajo Nation and McKinley County, New Mexico*. BOR Contract No. 140R4018D0010, Task Order 140R4018F0088. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.
- Chuiпка, Jason P., Cory Breternitz, and James Potter
- 2012 *The Navajo-Gallup Water Supply Project: Class III Cultural Resource Inventory for the Reach 12A Realignment*. Prepared for the Bureau of Reclamation, Western Colorado Area Office, Durango Field Office by PaleoWest Archaeology, Farmington, New Mexico. PaleoWest Technical Report 12-56.
- Chuiпка, Jason P., Cory Breternitz, James Potter, and Kirk Anderson
- 2012 *Reach 12A-Testing Results and Data Recovery Plan for the Navajo-Gallup Water Supply Project*. Prepared for the Bureau of Reclamation, Western Colorado Area Office, Durango Field Office by PaleoWest Archaeology, Farmington, New Mexico. PaleoWest Technical Report 12-21.
- Chuiпка, Jason P. and Shanna Diederichs
- 2019 *Stabilization of the Henry Huff Cabin (5MN4678) in Montrose County, Colorado*. Bureau of Land Management-Tres Rios Field Office Contract No. 140L1719P0032 Project No. TR19004. Prepared by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

2001 *An Inventory of Selected Historic Mining-Related Properties in the Bureau of Land Management's Denver Hill Study Unit, San Juan County, Colorado.* Prepared under contract with the BLM-SJRA, Durango, CO by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

Chuiпка, Jason P. and Jerry Fetterman

2001a *Cultural Resource Inventory of the Greenlee Property South of Dove Creek, Dolores County, Colorado.* Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

2001b *Report on Testing of Six Sites for the Cottonwood Wash Mine Reclamation Project, San Juan County, Utah.* Prepared under contract with the BLM-Monticello Office, Utah by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

2001c *Mitigation of Site 42WS4011: A Prehistoric Lithic Scatter Located Along an Access Road to the Kern River Corporation's Proposed Veyo Compressor Facility in Washington County, Utah.* Prepared as part of the Kern River Pipeline Expansion Project, Southwest Utah. Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, Colorado.

2001d *A Class III Cultural Resource Inventory of a Selected Portion of the Dolores River Canyon's West Rim Dolores County, Colorado.* Prepared under contract with the BLM-SJRA, Durango, CO by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

2001e *The Bureau of Land Management's Dolores River Canyon Rim Fuel Reduction Treatment Project: Archaeological Reconnaissance and Test Excavation of Site 5DL893 Dolores County, Colorado.* Prepared under contract with the BLM-SJRA, Durango, CO by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

2000a *Report on Data Recovery at 5SH1849: Mitigation Excavation for a Proposed Gunnison Electric Association Power line Across a Prehistoric and Historic Site in Saguache County, Colorado.* Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

2000b *Mitigation of Site 5GA2236 for Tri-State's Fraser Valley Loop Transmission Line Project in Grand County, North-Central Colorado.* Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

2000c *ARPA Testing and Site Monitoring Report For MAPCO's Kutz to Huerfano Pipeline, San Juan County, New Mexico.* Prepared under contract with the Middle American Pipeline Company by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

Chuiпка, Jason and Barbara Frank

1996a *Leslie-Enoch Water Pipeline Mitigation Report (42IN1350).* Prepared for the town of Enoch, UT, and Leslie and Associates. On file at the BLM- Cedar City Office, Utah.

1996b *Chipped Stone Analysis: 42IN1303, 42IN1304, 42IN1305, 42IN1306.* In *Cedar City-Enoch Sewer Pipeline Mitigation Report.* Prepared for the Towns of Cedar City and Enoch, UT. On file at BLM-Cedar City Office, Utah.

1996c *Sixth Interim Report: The 1995 Southern Utah University Archaeological Field School Excavations at the Corngrower Site (2MO869), Colorado City, Arizona.* Prepared for the BLM-Cedar City Office, Utah.

Chuiпка, Jason P., Eli Lyon, and Ryan Spittler

2022 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah Phase 5: South Hanksville (U22WN0009).* Prepared for the Bureau of Land Management under BLM BPA Contract No. 140L0621A0018 and BLM Order No. 140L0621F0391 by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Chuiпка, Jason, Kye Miller, Cory Breternitz, and Kirk Anderson

2015 *The Navajo-Gallup Water Supply Project: Reach 22A Testing Phase Results and Data Recovery Plan, San Juan County, New Mexico.* Contract No. R11PC40008 and Task Order number R16PD00006. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico. NMCRIS Activity No. 134783.

2016 *The Navajo-Gallup Water Supply Project: Reach 22A Data Recovery Phase Results, San Juan County, New Mexico.* Contract No. R11PC40008 and Task Order number R16PD00006. Prepared for the Bureau of Reclamation, Upper Colorado Region, Western Colorado Office, Durango, Colorado by PaleoWest Archaeology, Farmington, New Mexico. NMCRIS Activity No. 134783.

Chuiпка, Jason P. and James M. Potter

2007 *Animas-La Plata Project: Volume V – Blue Mesa.* SWCA Anthropological Research Paper No. 10. SWCA Environmental Consultants, Inc.

Chuiпка, Jason P. and Ryan Spittler

2022 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah Phase 2: North and South Caineville (U22WN0006).* Prepared for the Bureau of Land Management under BLM BPA Contract No. 140L0621A0018 and BLM Order No. 140L0621F0391 by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Chuiпка, Jason P., Richard Wilshusen, and Jerry Fetterman

2010a *The Northern San Juan Basin Settlement Survey Project, Archuleta and La Plata Counties, Colorado: Context and Research Design (SJNF #09-013/SJFO #09-017).* Prepared for the USFS and BLM, San Juan Public Lands, Durango, CO and the Chimney Rock Interpretive Association, Pagosa Springs, CO by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

2010b *The Northern San Juan Basin Project Cultural Resource Management Plan, Archuleta and La Plata Counties, Colorado (SJNF #09-013/SJFO #09-017).* Prepared for the USFS and BLM, San Juan Public Lands, Durango, CO by Woods Canyon Archaeological Consultants, Inc., Yellow Jacket, CO.

Chuiпка, Jason P., and Chris Zeller

2012 *Draft Final Report for the Chimney Rock Interpretive Association's Preservation and Reconstruction Project (Project 2009-01-039): Chimney Rock Archaeological Area, Archuleta County, Colorado.* Prepared for the USFS and CRIA by Woods Canyon Archaeological Consultants, Inc., Cortez, CO.

Diederichs, Shanna, and Jason Chuipka

2022 *Anasazi Visitor Center Museum Replica and Ruin Stabilization Project, Garfield County, Utah (U22WN0578).* Prepared for the Anasazi State Park Museum under Utah State Historic Preservation Office Case No. 22-0720, State of Utah Division of Facilities Construction and Management Contract No. 2375006 by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

2018 *Architectural Conservation Work at the Cave Towers Site (42SA1725) on SITLA Lands on Cedar Mesa, San Juan County, Utah (U17WN0641).* Prepared for the Friends of Cedar Mesa and SITLA by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Diederichs, Shanna, Jason Chuipka, Ryan Spittler, and Preston Fisher

2016 *Condition Assessment and Preservation of Turkey Pen, Goat on a Bicycle, Badger House, and Split Level Ancestral Pueblo Complexes Within the Grand Gulch Primitive Area; and the Double Stack Complex on Comb Ridge in San Juan County, Utah (U16WN0794b), BLM Contract Number L16PD01070.* Prepared for the BLM-Monticello Field Office, Monticello, Utah by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Fetterman, Jerry and Jason Chuipka

2011 Chapter I: Project Introduction and Background. In *Volume I: Project Introduction and Pre-Ceramic Occupation, Cultural Resource Investigations within Lease Area IV North, BHP-Billiton Navajo Coal Company's Navajo Mine, Navajo Reservation, Nenahnezad Chapter, Shiprock Agency, San Juan County, New Mexico.* Prepared on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado for BHP Billiton, BHP Navajo Coal Company, Fruitland, New Mexico by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado under authority of NNHPD Permit No. C0707.

Potter, James M., Jason P. Chuipka, and Thomas D. Yoder

2010 Chapter 11: Settlement Clusters. In *Animas-La Plata Project Volume XVI -- Final Synthetic Report*, pp. 173-209. Edited by James M. Potter. SWCA Anthropological Research Paper No. 10. SWCA Environmental Consultants, Inc., Phoenix, AZ.

Potter, James M., Dennis Gilpin, and Jason Chuipka

2012 *Navajo-Gallup Water Supply Project Archaeological Research and Sampling Design.* Prepared for Bureau of Reclamation, Western Colorado Area Office, Durango Field Office. PaleoWest Archaeology Technical Report 12-06. Farmington, NM.

Potter, James M., Jason P. Chuipka, John A. McClelland, and Ann L. W. Stodder

2010 Chapter 16: Paleodemography, Health, and Violence in Ridges Basin. In *Animas-La Plata Project Volume XVI -- Final Synthetic Report*, pp. 301-326. Edited by James M. Potter. SWCA Anthropological Research Paper No. 10. SWCA Environmental Consultants, Inc., Phoenix, AZ.

Satterwhite, R. David and Jason Chuipka

2017 *Class II and III Cultural Resource Inventory for Phase I of the Bureau of Land Management Monticello Field Office Visitor Use Area Survey, San Juan County, Utah (U17WN0385)*. Prepared for the BLM-MFO under contract L17PD00389 by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Smith, Susan, and Jason P. Chuipka

2011a Pollen Analysis Summary. Chapter 10: Anasazi Material Culture and Analysis. In *Volume II: Anasazi Occupations, Cultural Resource Investigations within Lease Area IV North, BHP-Billiton Navajo Coal Company's Navajo Mine, Navajo Reservation, Nenahnezad Chapter, Shiprock Agency, San Juan County, New Mexico*. Prepared on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado for BHP Billiton, BHP Navajo Coal Company, Fruitland, New Mexico by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado under authority of NNHPD Permit No. C0707.

2011b Pollen Analysis Summary. Chapter 14: Navajo Material Culture and Analysis. In *Volume III: Navajo Occupations, Cultural Resource Investigations within Lease Area IV North, BHP-Billiton Navajo Coal Company's Navajo Mine, Navajo Reservation, Nenahnezad Chapter, Shiprock Agency, San Juan County, New Mexico*. Prepared on behalf of Ecosphere Environmental Services, Inc., Durango, Colorado for BHP Billiton, BHP Navajo Coal Company, Fruitland, New Mexico by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado under authority of NNHPD Permit No. C0707.

Spittler, Ryan and Jason Chuipka

2017 *Class III Cultural Resource Inventory of 3,726 Acres for the Additional Vallecito-Piedra Integrated Vegetation Management Plan for the San Juan National Forest, Columbine Ranger District, Colorado (Project No. 2017-28)*, USFS Contract Number AG-82CS-C-17-0006. Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan, Jason Chuipka, and Eli Lyon

2022 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah Phase 6: Upper Henry Mountains (U22WN0010)*. Prepared for the Bureau of Land Management under BLM BPA Contract No. 140L0621A0018 and BLM Order No. 140L0621F0391 by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Stodder, Ann L. W., Anna J. Osterholtz, Kathy Mowrer, and Jason P. Chuipka

2010 Chapter 13: Processed Human Remains from the Sacred Ridge Site: Context, Taphonomy, Interpretation. In *Animas-La Plata Project Volume XV -- Bioarchaeology*, pp. 279-415. Edited by Elizabeth Perry, Ann L. W. Stodder, and Charles A. Bollong. SWCA Anthropological Research Paper No. 10. SWCA Environmental Consultants, Inc., Phoenix, AZ.

Kelly McAndrews
(970) 759-2050, kelly@woodscanyon.net

Education:

B.A., Anthropology, 1992
Colorado State University, Fort Collins, CO

Relevant Course work:

Archaeology of North America
Southwest History
Indians of North America
Adv. Archaeological Method and Theory

Archaeology of Colorado
Forensic Anthropology
Human Osteology
Contract Archaeology

Professional Interests:

Geographic Areas: Southwestern United States, in particular, the San Juan drainage.

Topic Field: Prehistoric archaeology.

Special Interests: Education of the public in southwest archaeology.

Relevant Work Experience:

Business

Co-owner and president of Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado (2016-present)

Project Manager, Woods Canyon Archaeological Consultants, 2012-present

Oversee archaeological projects, crews, data, and project organization. This position includes supervision of projects in Southwest Colorado, Southeast Utah, and Northwest New Mexico. Ms. McAndrews was responsible for managing six crews, their data, and logistics for over 800 archaeological sites on simultaneous 3,000 acre and 1,500 acre surveys. Tasks included coordination with state, federal and regional agencies and personnel, editing of site forms, determination of site eligibility to NRHP, drafting, photography, technical report writing, editing, preparation and production.

Cultural Resource Surveys and Field Investigations (Archaeologist & Supervisor)

- **Field Supervisor:** Cultural resource reviews and cultural resource surveys of Basketmaker III-Pueblo III sites near Cortez, CO. Monitoring of construction in archaeologically sensitive areas near Cortez, CO. Conducted all aspects of survey from field work to report production and preparation.(WCAC*, 1992-present)
- **Field Supervisor:** Conducted cultural resource survey of 3D geophysical and powerline rights-of-way in Southeast Utah w/in San Juan river basin. Recorded sites dating from mid Archaic to late Pueblo II/early Pueblo III, near Bluff, UT (1999-2003, 4-Corners Archaeological Service, Principal Investigator, late Carol S. DeFrancia)

- **Field Supervisor:** Mesa Verde National Park archaeological inventory, mapping, recordation and post-fire damage assessment of areas within Mesa Verde National Park, CO in association with the 1996 Chapin 5 fire. (Summer 1997, Supervisor, Gaye Ives)
- **Field Archaeologist & Supervisor:** Numerous cultural resource surveys in areas surrounding Rangely, CO. Assisted in all aspects of survey from literature search to report production and preparation. Monitoring of heavy machinery excavations for archaeological evidence in same region. (WCAC*, 1992-1997)
- **Field Archaeologist:** Cultural resource surveys of areas surrounding Vernal, UT. Participated in all aspects of survey from field work to report production and preparation. (WCAC*, 1994)
- **Field Archaeologist:** Cultural resource reviews and cultural resource surveys of areas surrounding Moab, UT including portions of Dead Horse Point State Park and the Needles District of Canyonlands National Park. Assisted in all aspects of survey from field work to report production and preparation. (WCAC, 1994)
- **Field Archaeologist:** Survey (inventory, mapping and recordation) of Archaic-Pueblo III sites in southeast Utah near the Abajo mountains for the U.S.F.S. Assisted in all aspects of survey from field work to report production and preparation. (WCAC*, 1992-present)
- **Staff Specialist for Human Remains:** Conduct respectful excavation, collection and analysis of prehistoric human remains throughout the 4-Corners area. (WCAC*, 1999-present)

Note: Principal Investigators/direct supervisors on projects marked WCAC was Jerry Fetterman.*

Excavations (Full-time Field Archaeologist & Field Supervisor, selected projects)

- **Field Archaeologist & Assistant Supervisor,** excavation and documentation of Puebloan and Archaic sites southwest of Ute Mountain. (Soil Systems, Inc., Summer, 1993, 1995, 1996, 1997) Principal Investigator Cory Breternitz.
- **Field Archaeologist:** Test excavation, excavation, and documentation of three Late Archaic sites near Rangely, CO. (Woods Canyon Archaeological Consultants* (WCAC), 1994, 1995, and 1996)
- **Field Archaeologist:** Excavation and documentation of Basketmaker II site near Bluff, UT. (Abajo Archaeology, Principal Investigator William E. Davis, Spring, 1995)
- **Field Archaeologist:** Testing, Excavation, and documentation of numerous Anasazi (Basketmaker III-Pueblo III) sites near Cortez, CO. (WCAC* 1992-present)
- **Field Archaeologist:** Excavation and documentation of Virgin Anasazi Pueblo II site in Hurricane, UT area. (Abajo Archaeology, Principal Investigator, William E. Davis, February, 1993)
- **Field Archaeologist:** Excavation and documentation of Ancestral Puebloan sites in the Yellow Jacket, CO area. (WCAC*, 1992-present)

Laboratory & Office

Extensive experience in preparation of state site forms for Utah and Colorado. Lithic and ceramic analysis experience for Anasazi sites in the Mesa Verde region, and certainly, basic laboratory organization and processing techniques. Significant experience collaborating with local tribes in order to respectfully excavate and rebury human remains, as well as complete detailed analysis of human remains. Other skills and duties include: preparation of reports and brochures, involving technical writing, data organization, presentation and format as well as writing technical reports utilizing PC and Macintosh computers and various programs from word processing to technical database management and drafting in ArcGIS. (Adept with both Macintosh and Windows platforms, including programs such as Word, ArcMap/ArcView/ArcGIS, FileMaker Pro, Excel, Canvas, Dreamweaver, and Photoshop) Over 15 years of experience in organizing and presenting digital data for use in archaeological site recordation, interpretation and report preparation. Draft site, survey and project maps. Coordinate, develop and implement Geographic Information System databases for small and large survey and excavation projects.

Public Education

Conducted on site interpretation for visitors to site in Yellow Jacket, CO. area.

Involvement in excavations with public participants with an emphasis on education and interpretation. Participants ranged from 10 to 60 years of age.

Key involvement in production of interactive computer reports for public use.

Assistance with numerous public San Juan River trips and interpretation of archeological sites.

Special Skills: Adept at interpersonal communication, particularly with clients and landowners involved in projects where it is necessary to conduct archaeological investigations. Broad based knowledge of 4 Corners regional prehistory, geology, and history as well as flora and fauna. Passionate commitment to sharing this knowledge!

Selected Professional Papers/Presentations

2007: Emergency Excavations at 5MT11739 (Kelly Place site). Paper presented at 2007 Big Meeting at Crow Canyon, Cortez.

2009: 5MT11739 (Kelly Place site) and Late Pueblo II Violence in the Cortez District. Paper presented at 82nd Annual Pecos Conference, Dolores. Coauthor: Dr. David A. Breternitz.

Organization Membership

Voting member of Colorado Council of Professional Archaeologists (CCPA)
Volunteer County 4-H leader

Author/Co-Author/Contributor Selected Technical Reports

- 1994: Abajo Mountains Cultural Resource Inventory, by Kay Barnett, Kelly McAndrews, Linda Honeycutt, and Jerry Fetterman. Abajo Mountains, San Juan County, Utah, Woods Canyon Archaeological Consultants, Inc. Project & Report # U-94-WN-544f
- 1994: Stabilization of Perfect Kiva, by Kelly McAndrews, Kay Barnett, Linda Honeycutt, and Jerry Fetterman. Contract/Report # J910C4030, San Juan County, Utah, Woods Canyon Archaeological Consultants, Inc.
- 1997: Ladle House Report, by Kelly McAndrews, Linda Honeycutt, and Jerry Fetterman. Montezuma County, Colorado, Woods Canyon Archaeological Consultants, Inc.
- 1997: Results of Excavations at 5RB3631, Little Spring Creek, Rio Blanco County, Colorado, by Kelly McAndrews, Linda Honeycutt, and Jerry Fetterman, Woods Canyon Archaeological Consultants, Inc., Permit/Report # 95-47
- 1997: Cultural Resource Inventory and Testing of Empire Electric's Headquarters Expansion and Substation, Montezuma County, Colorado Woods Canyon Archaeological Consultants, Inc.
- 2000: Data Recovery at 5LP378 An Ancestral Pueblo in La Plata County, Colorado, by Kelly McAndrews, Linda Honeycutt, and Jerry Fetterman
- 2004: Report on Testing for eligibility of 5LP6449, La Plata, County, CO, by Kelly McAndrews, Woods Canyon Archaeological Consultants, Inc.

- 2004: Results of Excavations at the Seed Jar Site, Montezuma County, CO, by Jerry Fetterman, Peter Rohman, and Kelly McAndrews, Woods Canyon Archaeological Consultants, Inc.
- 2005: The Puebloan Occupation of the Ute Mtn. Ute Piedmont: Multicomponent Habitation Sites, Vol. 4, edited by Cory Breternitz & Brian Billman Montezuma County, Colorado, Soil Systems, Inc. (contributor) (Bureau of Reclamation)
- 2010: An Archaeological Inventory of Acquisition Parcel 3, Canyon of the Ancients National Monument, Montezuma County, CO, by Kelly McAndrews, Bryan Shanks, and Jason Chuipka, Woods Canyon Archaeological Consultants, Inc.
- 2011: Class III Archaeological Inventory of Portions of Lone Mesa State Park, Dolores County, CO, by Kelly McAndrews & Jason Chuipka, Woods Canyon Archaeological Consultants, Inc.
- 2011: Results of Class III Archaeological Investigations for a Segment of the Single Track Trail in the Twin Buttes Project Area, La Plata County, Colorado, by Kelly McAndrews and Jerry Fetterman, Woods Canyon Archaeological Consultants
- 2012: Cultural Resource Stewardship Planning for Lone Mesa State Park, Dolores County, CO, by Kelly McAndrews, Woods Canyon Archaeological Consultants, Inc.
- 2012: Cultural Resource Survey for DJ Simmons's Proposed Pinto #2-32 Well Location, Access Road, and Pipeline, Dolores County, CO, by Kelly McAndrews & Jerry Fetterman, Woods Canyon Archaeological Consultants, Inc.
- 2012: Class III Archaeological Inventory of Pagosa Springs Sanitation General Improvement District (PSSGID) and Pagosa Area Water and Sanitation District's (PAWSD) proposed Pumping Conveyance System, Pagosa Springs, CO, Archuleta County, Colorado, by Kelly McAndrews & Jerry Fetterman, Woods Canyon Archaeological Consultants, Inc.
- 2013: Class III Archaeological Inventory of Montezuma-Cortez School District RE-1's Proposed New High School Project, Montezuma County, Colorado, by Kelly McAndrews, Woods Canyon Archaeological Consultants, Inc.
- 2015: Class III Cultural Resource Inventory of the Proposed Kane Gulch Fence, San Juan County, Utah (U-15-WN-0639), by Kelly McAndrews Woods Canyon Archaeological Consultants, Inc.

Ryan Spittler, M.A., RPA
ryan@woodscanyon.net

Education

M.A., Applied Archaeology, 2013
Indiana University of Pennsylvania, Indiana, PA

B.A., Anthropology and Elementary Education, 2010
William Paterson University of New Jersey, Wayne, NJ

Professional Experience

Staff Archaeologist/Project Director/Field Director/Crew Chief
Woods Canyon Archaeological Consultants

2014-present

Field Director and crew chief for survey, excavation, site stabilization, and monitoring in Colorado, Utah, New Mexico, and Arizona.

Selected Projects

- 2023-2024 Class III Cultural Resource Survey (6,485 acres) for the Monticello Uplands Vegetation Management Project, San Juan County, Utah
- 2023 Cultural Resource Inventory (2882.5 acres) of the West Dolores Rim Fuels Reduction Project: Units 12C, 23, 42, Dolores and San Miguel Counties, Colorado
- 2023 Class III Cultural Resource Inventory (2,733 acres) of Phase 1: Fremont Gorge of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah
- 2023 Travel Management Assessment of 25 Known Cultural Resource Sites for the Bureau of Land Management Tres Rios Field Office, Southwest Colorado
- 2023 Class III Cultural Resource Inventory (9,902 acres) of Phase 7: South Henry Mountains of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah
- 2023 Class III Cultural Resource Inventory (13,190 acres) of Phase 3: Burr Desert of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah
- 2023 Class III Cultural Resource Inventory (14,821 acres) of UMS2 Inc.'s Proposed Area 1 Solar Facility, Ute Mountain Ute Lands, Montezuma County, Colorado
- 2023 Class III Cultural Resource Inventory (51.6 acres) of Segment B of the Paths to Mesa Verde Trail, Montezuma County, Colorado
- 2022 Class III Cultural Resource Inventory (887 acres) of FY22 Units for the Dolores Prescribed Fire Pine Ecosystem Restoration Project Environmental Assessment, San Juan National Forest, Dolores Ranger District, Montezuma County, Colorado
- 2022 Class III Cultural Resource Inventory (545 acres) of Colorado State Lands, Phil's World Parcel, Montezuma County, Colorado

- 2022 Class III Cultural Resource Inventory (11,592 acres) of Phase 6: Upper Henry Mountains of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah
- 2022 Class III Cultural Resource Inventory (7,255 acres) of Optional Units 1, 2, 3a, 3b, 3c, 4a, and 4b for the Turkey Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Dolores and Montezuma Counties, Colorado
- 2022 Class III Cultural Resource Inventory (4,934 acres) of Phase 5: South Hanksville of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah
- 2022 Class III Cultural Resource Inventory (6,972 acres) of Optional Unit 1, 2, 3a, 3b, 3c, 3d, and 4a for the Salter Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Dolores and Montezuma Counties, Colorado
- 2022 Class III Cultural Resource Inventory (10,766 acres) of Phase 2: North and South Caineville of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah
- 2021 Class III Cultural Resource Inventory (6,117 acres) of MS1 Inc.'s Proposed Solar Farm on Ute Mountain Ute Lands, Montezuma County, Colorado
- 2021 Cultural Resource Inventory (500 acres) of the BLM-TRFO Rangeland Grazing Permit Renewals in the Mesa Verde Escarpment, Montezuma County, Colorado
- 2021 Class III Cultural Resource Inventory (1,268 acres) of FY21 Priority Unit and FY21 Unit for the Dolores Prescribed Fire Pine Ecosystem Restoration Project Environmental Assessment, San Juan National Forest, Dolores Ranger District, Dolores and Montezuma Counties, Colorado
- 2021 Class III Cultural Resource Survey (4,991 acres) for Base Unit 1-4 for Turkey Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Dolores and Montezuma Counties, Colorado
- 2021 Class III Cultural Resource Survey (4,184 acres) for Base Unit 1-4 for the Salter Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Dolores County, Colorado
- 2021 Class III Cultural Resource Survey (460 acres) for Curecanti-Lost Canyon 230kV Transmission Line Access Road Maintenance, Ouray, Montrose and San Miguel Counties, Colorado
- 2021 Cultural Resource Inventory (1,173 acres) for the Strategic and Targeted Forest Fire Treatment and Mitigation Pilot Project, Carbon County, Utah for the State of Utah
- 2021 Cultural Resource Inventory (5,003 acres) of Greater Cart Creek, Dagget and Uintah Counties, Utah for the Ashley National Forest
- 2021 Cultural Resource Inventory (2,868 acres) of the Proposed Coyote Gulch Solar Project, Montezuma County, Colorado
- 2020 Cebolla Wilderness Cultural Resource Survey FY 2020, Cibola County, New Mexico (1,865 acres) for the Bureau of Land Management – Rio Puerco Field Office
- 2020 Phase III of the Class III Cultural Resource Inventory (3,244 acres) of Off-Highway Routes in the Bears Ears National Monument, San Juan County, Utah
- 2020 Class III Cultural Resource Inventory of Rock Block Unit 1 and 2 (3,851 acres) for the Dolores Aspen Landscape Vegetation Management EA, Dolores Ranger District, San Juan National Forest, Montezuma County, Colorado

- 2020 Phase II of the Class III Cultural Resource Inventory (711 acres) of Off-Highway Routes in the Bears Ears National Monument, San Juan County, Utah
- 2019 Phase I of the Class III Cultural Resource Inventory (2,190 acres) of Off-Highway Vehicle Routes in the Bears Ears National Monument, San Juan County, Utah
- 2019 Class III Cultural Resource Inventory (423 acres) for Phase III of the Bureau of Land Management Monticello Field Office Visitor Use Area Survey, San Juan County, Utah
- 2019 Updated Recordation for 37 Selected Sites Along Indian Creek, Bears Ears National Monument, San Juan County, Utah
- 2019 Cultural Resource Inventory (570 acres) and Visitor Impact Assessment of Selected Areas Along Butler Wash and Indian Creek, Bears Ears National Monument, San Juan County, Utah
- 2019 Class III Cultural Resource Inventory for the Lone Pine EA Phase 2 on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado
- 2019 Evaluative Testing of 15 Sites for Energy Fuels Resources (USA), Inc.'s Proposed Cell 5A and 5B Construction on Private Lands, White Mesa, San Juan County, Utah
- 2018 Cedar Point Class III Cultural Resource Inventory of 3,741 Acres for the Bureau of Land Management, San Juan County, Utah
- 2018 Class III Cultural Resource Inventory of the Gunnison Sage Grouse Fuels Treatment Area of 3,222 Acres for the Bureau of Land Management, San Juan County, Utah
- 2018 Class III Cultural Resource Inventory of 5,407 Acres for the Lone Pine Environmental Assessment Phase 1 for the San Juan National Forest
- 2018 Class III Cultural Resource Inventory for Phase II of the Bureau of Land Management Monticello Field Office Visitor Use Area Survey, San Juan County, Utah
- 2018 Excavation of 5MT20855, a Basketmaker III-Pueblo II site in Montezuma County, Colorado for Kinder Morgan CO₂ Company's CB5 well pad and access road
- 2017 Class III Cultural Resource Inventory of 3,726 Acres for the Vallecito-Piedra Integrated Vegetation Management Plan for the San Juan National Forest
- 2017 BLM-Monticello Field Office Survey of Visitor Use Areas (Phase I), San Juan County, Utah
- 2017 Stabilization of the Historic Shumway Cabin (42SA31851) on SITLA lands in San Juan County, Utah
- 2016-2017 Bureau of Land Management-Monticello Field Office Restoration/Stabilization of Five Ruin Sites in San Juan County, Utah
- 2016-2018 Seed Jar Site (5MT3892) Investigations, Montezuma County, Colorado. Data recovery investigations at a Basketmaker III-Pueblo II site on private lands north of Cortez, Colorado
- 2016 Class III West GSA Mine Sites Survey and Ethnographic Study, Navajo Nation Allotment Lands in McKinley County, New Mexico (400 acres)
- 2015-2016 Bureau of Land Management-Monticello Field Office Restoration/Stabilization of Six Ruin Sites in San Juan County, Utah
- 2015-2016 Class III Inventory of Cultural Resources along the Proposed Monticello ATV Safari Routes Project, San Juan County, Utah
- 2014 Class III Cultural Resource Survey of Bridgescreek Resources Verde Gallup 3D

Seismic Project, Ute Mountain Ute Tribal Lands, San Juan County, New Mexico

Field Director/Crew Chief/Field Technician

PaleoWest Archaeology

03/2016, 09/2015 – 11/2015, 04/2015 – 07/2015, 07/2014 – 11/2014

Field Director and Crew Chief for survey projects across New Mexico and Arizona.

Selected Projects

- 2016 Apache County Natural Resource Conservation District Class III archaeological survey of 4,196 acres for brush management and range improvements.
- 2015 AZ Game and Fish Class III cultural resource survey of 500 acres outside of Winslow, AZ.
- 2015 Pink Cliffs Class III cultural resource survey of over 1,000 acres outside of Holbrook, AZ.
- 2015 Legacy Infrastructure Class III cultural resource survey for the Carson National Forest, NM (Jicarilla Ranger District).
- 2015 Phase III of the Barker Arroyo Great House survey, a Class III cultural resource inventory of over 200 acres.
- 2014 Archaeological survey of 7,000 acres on Ute Mountain Ute Reservation for Power New Mexico, San Juan County, NM.

Crew Chief/Field Technician

Logan Simpson Design

12/2015 – 02/2016

Crew Chief and Field Technician for survey in Arizona and New Mexico.

- 2016 Class III cultural resource survey of the San Juan River Navajo Irrigation Canal, Navajo Nation, San Juan County, NM.
- 2015-2016 Apache Lake Class III cultural resource survey for the Tonto National Forest, AZ.
- 2015 Four Forest Restoration Initiative (4FRI) Class III cultural resource survey for the Coconino National Forest, AZ.
- 2015 Verde Valley Class III cultural resource survey for the Tonto National Forest, AZ.

Field Technician

EnviroSystems Management

04/2015

Field Technician for survey in Nevada.

- 2015 South Steptoe Class III Cultural Resource Inventory for the BLM-Ely Nevada Field Office.

Cultural Resource Technician

GAI Consultants, Inc.

08/2013 – 02/2014, 07/2012 – 08/2012

Cultural Resource Technician for survey and excavation in Pennsylvania, Virginia, and Indiana.

- 2013-2014 NFG – Westside Expansion & Modernization Phase I survey in Washington, PA.
- 2013-2014 Transco Rock Springs Expansion Phase I survey in Lancaster County, PA.

- 2013 LG&E Trimble County CCR Landfill Phase I survey in Madison, IN.
- 2013 Pennant Wetland Restoration Phase I survey in Sharon, PA.
- 2013 EQT – NITE S012 Phase II excavation in Kittanning, PA.
- 2013 EQT – NITE S012/EQT – NITR D003 Phase I survey in Kittanning, PA.
- 2013 NFG – Ellwood City Replacement Phase I survey in Ellwood City, PA.
- 2012 Transco Virginia Southside Expansion Phase I survey across southern Virginia.

Field Technician

McCormick Taylor, Inc.

06/2013 – 08/2013

Field Technician for survey and excavation in Pennsylvania.

- 2013 Phase III excavation of an early 1900s residential complex near Harmarville, PA.
- 2013 Phase I survey for the Pennsylvania Turnpike expansion near Breezewood, PA

Technical Reports

Crumpacker, David and Ryan Spittler

2023 *Class III Cultural Resource Inventory for the Proposed Dolores Canyon Solar Project, Dolores County, Colorado (OAHF No. DL.PA.R10)*. Prepared for Tri-State Generation and Transmission Association, Inc., by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2023 *A Cultural Resource Inventory of the West Dolores Rim Fuels Reduction Project: Units 12C, 23, 42, Dolores and San Miguel Counties, Colorado (BLM-TRFO No. TR24002; OAHF No. MC.LM.R948)*. Prepared for the Bureau of Land Management, Tres Rios Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2023 *Class III Cultural Resource Inventory Along the West Rim of the Dolores River Canyon, Dolores County, Colorado (BLM-TRFO No. TR23029; OAHF No. DL.LM.R129)*. Prepared for the Bureau of Land Management, Southwest District, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Grace Albers

2023 *Cultural Resource Survey for the Red Canyon Vegetation Management Project WRI6496(2), Sanpete County, Utah (U23WN0583)*. Prepared for State of Utah, Department of Natural Resources, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2023 *Travel Management Assessment of 25 Known Cultural Resource Sites for the Bureau of Land Management Tres Rios Field Office, Southwest Colorado (BLM-TRFO No. TR20012c; OAHF No. MC.LM.R872)*. Prepared for the Bureau of Land Management, Tres Rios Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan, Jason Chuipka, and Eli Lyon

2023 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah. Phase 1 Fremont Gorge (U22WN0005)*. Prepared for the Bureau of Land Management, Richfield Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan, Jason Chuipka, and Eli Lyon

2023 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah. Phase 7 South Henry Mountains (U22WN0011)*. Prepared for the Bureau of Land Management, Richfield Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Kelly McAndrews

2023 *Class III Cultural Resource Inventory of MS1 Inc.'s Proposed Area 1 Solar Facility on Ute Mountain Ute Lands, Montezuma County, Colorado*. Prepared on behalf of MS1 Inc. for Ute Mountain Ute Tribal Historic Preservation Office and The Bureau of Indian Affairs by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan, Jason Chuipka, and Eli Lyon

2023 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah. Phase 3 Burr Desert (U22WN0007)*. Prepared for the Bureau of Land Management, Richfield Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Kelly McAndrews

2023 *Class III Cultural Resource Inventory of Segment B of the Paths to Mesa Verde Trail (CDOT Project# SA 23783; OAH# MT.CH.R36)*. Prepared for SME, Environmental, Inc. with assistance from Colorado Department of Transportation, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Chuiipka, Jason, Eli Lyon, Katie Kemp, and Ryan Spitter

2023 *Class III Cultural Resource Inventory for the Arboles Point and Windsurfer Beach Recreation Areas in Navajo State Park, Archuleta County, Colorado (OAH# No. A.A.R.23)*. Prepared for the Bureau of Reclamation, Upper Colorado Region, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Albers, Grace, Ryan Spittler, and Kelly McAndrews

2023 *Class III Archaeological Assessment of Colorado State Trust Lands, McElmo Creek Property, Part A, in Montezuma County, Colorado (SHF Project# 2022-AS-005; OAH# MT.CO.R4)*. Prepared for Colorado State Land Board with assistance from Colorado State Historical Fund, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan, Jason Chuipka, and Eli Lyon

2023 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah. Phase 4: Robber's Roost (U22WN0008)*. Prepared for the Bureau of Land Management, Richfield Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan, Jason Chuipka, and Eli Lyon

2023 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah. Phase 6: Upper Henry Mountains (U22WN0010)*. Prepared for the Bureau of Land Management, Richfield Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2022 *Class III Cultural Resource Inventory (887 acres) of FY22 Units for the Dolores Prescribed Fire Pine Ecosystem Restoration Project Environmental Assessment, San Juan National Forest, Dolores Ranger District, Montezuma County, Colorado (SJNF #2018-11i)(OAHF #MT.FS.R207)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Chuiyka, Jason, Eli Lyon, and Ryan Spittler

2022 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah. Phase 5: South Hanksville (U22WN0009)*. Prepared for the Bureau of Land Management, Richfield Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Kelly McAndrews

2022 *Class III Cultural Resource Inventory of Optional Units 1, 2, 3a, 3b, 3c, 4a, and 4b for the Turkey Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Montezuma and Dolores Counties, Colorado (SJNF# 2019-14F; OAHF#MC.FS.R645)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Chuiyka, Jason and Ryan Spittler

2022 *Class III Cultural Resource Survey of OHV Routes in the BLM-RFO Henry Mountains and Fremont Gorge Travel Management Areas, Wayne and Garfield Counties, Utah. Phase 2: North and South Caineville (U22WN0006)*. Prepared for the Bureau of Land Management, Richfield Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2022 *Class III Cultural Resource Inventory of Optional 1, 2, 3a, 3b, 3c, and 4a for the Salter Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Montezuma and Dolores Counties, Colorado (SJNF# 2019-11D; OAHF# MC.FS.R658)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Kelly McAndrews

2022 *Class III Cultural Resource Inventory of Section 110 Trails for the Dolores Recreation Program FY21, San Juan National Forest, Dolores Ranger District, La Plata and Montezuma Counties, Colorado (SJNF #2021-05021c; OAHF #MC.FS.R649)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2022 *Class III Cultural Resource Inventory for the Turkey Springs, Chris Mountain Units Vegetation Management Project, Pagosa Ranger District, San Juan National Forest, Archuleta County, CO (2021-0213-06-02A; AA.FS.R258; OAHF HC#79358)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2022 *Cultural Resource Inventory of BLM-TRFO Rangeland Grazing Permit Renewals in the Mesa Verde Escarpment, Montezuma County, Colorado (BLM# TR21026; OAHF# MT.LM.R538)*. Prepared for the Bureau of Land Management, Tres Rios Field Office, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Kelly McAndrews

2022 *Class III Cultural Resource Inventory of Base Unit 2, 3, and 4 for the Salter Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Dolores and Montezuma Counties, Colorado (SJNF #2018-11C) (OAHF #MC.FS.R640)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

McAndrews, Kelly and Ryan Spittler

2022 *Class III Cultural Resource Inventory of FY21 Unit for the Dolores Prescribed Fire Pine Ecosystem Restoration Project Environmental Assessment, San Juan National Forest, Dolores Ranger District, Dolores and Montezuma Counties, Colorado (SJNF #2018-11H) (OAHF #MC.FS.R642)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2021 *Class III Cultural Resource Inventory for FY21 Priority Units for the Dolores Prescribed Fire Pine Ecosystem Restoration Project Environmental Assessment, San Juan National Forest, Dolores Ranger District, Dolores and Montezuma Counties, Colorado (SJNF #2018-11G) (OAHF #MC.FS.R641)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2021 *Class III Cultural Resource Inventory for Base Unit 1 for the Salter Vegetation Management Project, San Juan National Forest, Dolores Ranger District, Dolores County, Colorado (SJNF #2019-11B) (OAHF #DL.FS.R170)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2021 *Class III Cultural Resource Inventory for the Strategic and Targeted Forest Fire Treatment and Mitigation Pilot Project, Carbon County, Utah, #JH21-161 (U21WN00299)*. Prepared for State of Utah, Utah Division of Forestry Fire and State Lands by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

- 2021 *Class III Cultural Resource Survey for Curecanti- Lost Canyon 230kV Transmission Line Access Road Maintenance, Ouray, Montrose and San Miguel Counties, CO (MC.E.R137) (Project #2020-089)*. Prepared for Western Area Power Administration by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Jason Chuipka

- 2021 *Phase II of the Cultural Resource Inventory for the Proposed Coyote Gulch Solar Project, Montezuma County, Colorado (JSI Project CO513, Work Order No. 004)*. Prepared for JSI Construction Group by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Jason Chuipka

- 2021 *Phase I Cultural Resource Inventory of 396 Acres for the Proposed Coyote Gulch Solar Project, Montezuma County, Colorado (JSI Project CO513; Work Order No. 003)*. Prepared for JSI Construction Group by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Jason Chuipka

- 2021 *Additional 388 Acres for Phase I of the Cultural Resource Inventory of the Proposed Coyote Gulch Solar Project, Montezuma County, Colorado (JSI Project CO513; Work Order No. 002)*. Prepared for JSI Construction Group by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Jason Chuipka

- 2021 *Phase I of the Cultural Resource Inventory of the Proposed Coyote Gulch Solar Project, Montezuma County, Colorado (JSI Project CO513; Work Order No. 001)*. Prepared for JSI Construction Group by Woods Canyon Archaeological Consultants, Inc. Cortez, Colorado.

Spittler, Ryan

- 2021 *Class III Cultural Resource Inventory for the Dolores Aspen Landscape Vegetation Management EA, Big Water Optional Unit 3 on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado (SJNF #2018-14C) (OAHF MT.FS.R198)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

- 2021 *Class III Cultural Resource Inventory for the Lone Pine Vegetation Management EA, Big Water Optional Unit 2 on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado (SJNF #2018-13K) (OAHF DL.FS.R159)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

McAndrews, Kelly and Ryan Spittler

- 2020 *Phase III of the Class III Cultural Resource Inventory of Off-Highway Vehicle Routes in the Bears Ears National Monument, San Juan County, Utah (U20WN0627)*. Prepared for the Bureau

of Land Management, Monticello Field Office by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Hernandez, Amanda, Kelly McAndrews, and Ryan Spittler

2020 *Class III Cultural Resource Inventory for the Lone Pine Vegetation Management EA Peeled Pine Units on the Dolores Ranger District, San Juan National Forest, Dolores County, Colorado (SJNF #2018-13H) (OAHF DL.FS.R155)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2020 *Class III Cultural Resource Inventory of Rock Block Unit 2 for the Dolores Aspen Landscape Vegetation Management EA, Dolores Ranger District, San Juan National Forest, Montezuma County, Colorado (SJNF #2018-14B) (OAHF MT.FS.R196)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Amanda Hernandez

2020 *Class III Cultural Resource Inventory of Rock Block Unit 1 for the Dolores Aspen Landscape Vegetation Management EA, Dolores Ranger District, San Juan National Forest, Montezuma County, Colorado (SJNF #2018-14A) (OAHF MT.FS.R195)*. Prepared for the United States Forest Service, San Juan National Forest, by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Amanda Hernandez

2020 *Phase II of the Class III Cultural Resource Inventory of Off-Highway Vehicle Routes in the Bears Ears National Monument, San Juan County, Utah (U20WN0104)*. Prepared for the Bureau of Land Management, Monticello Field Office by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Cory Breternitz

2020 *Archaeological Investigations at the Seed Jar Site (5MT3892): Indian Camp Ranch National Register Archaeological District, Montezuma County, Colorado*. Prepared for Sue Anschutz-Rodgers by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2020 *Class III Cultural Resource Inventory for Phase III of the Bureau of Land Management Monticello Field Office Visitor Use Area Survey, San Juan County, Utah (U19WN0571)*. Prepared for the Bureau of Land Management, Monticello Field Office by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Hernandez, Amanda and Ryan Spittler

2020 *Phase I of the Class III Cultural Resource Inventory of Off-Highway Vehicle Routes in the Bears Ears National Monument, San Juan County, Utah (U19WN0688)*. Prepared for the Bureau of Land Management, Bears Ears National Monument by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Linford, Samantha, and Ryan Spittler

2020 *Updated Recordation for 37 Selected Sites Along Indian Creek, Bears Ears National Monument, San Juan County, Utah (U19WNO488)*. Prepared for the Bureau of Land Management, Bears Ears National Monument by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado on behalf of Friends of Cedar Mesa.

Spittler, Ryan, Shanna Diederichs, and Samantha Linford

2020 *Cultural Resource Inventory and Visitor Impact Assessment of Selected Areas Along Butler Wash and Indian Creek, Bears Ears National Monument, San Juan County, Utah (U19WNO412)*. Prepared for the Bureau of Land Management, Bears Ears National Monument by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado on behalf of Friends of Cedar Mesa.

Spittler, Ryan, Samantha Linford, Amanda Hernandez, Jason Chuipka, and Kelly McAndrews

2019 *Testing Phase Results and Data Recovery Recommendations for 15 Sites within Energy Fuels Resources (USA), Inc.'s Proposed White Mesa Mill Cell 5A and 5B Construction Area, San Juan County, Utah (U19WNO136)*. Prepared for Energy Fuels Resources (USA), Inc., Lakewood, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2019 *Addendum to the Cultural Resource Inventory of the Empire Electric Association, Inc. Yellow Jacket Right-of-Way Renewal, Montezuma County, Colorado (CANM19010; MT.LM.R505). Results of Mitigation for Features at Four Cultural Sites*. Prepared for the Bureau of Land Management, Canyons of the Ancients National Monument, Dolores, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

2019 *Cedar Point Class III Cultural Resource Inventory, San Juan County, Utah (U18WNO602) BLM Contract Number 140L3518F0017*. Completed for the Bureau of Land Management by Woods Canyon Archaeological Consultants, Cortez, Colorado.

Spittler, Ryan

2018 *Class III Cultural Resource Inventory for Phase II of the Bureau of Land Management Monticello Field Office Visitor Use Area Survey, San Juan County, Utah (U18WNO089) BLM Contract Number L17PD00389*. Completed for the Bureau of Land Management, Monticello Field Office by Woods Canyon Archaeological Consultants, Cortez, Colorado.

Spittler, Ryan

2018 *Class III Cultural Resource Inventory for the Lone Pine Phase 1 on the Dolores Ranger District, San Juan National Forest, Dolores County, CO (SJNF #2018-13-A) (OAHF DL.FS.R143) USFS Contract No. 1282CS18C0006*. Completed for the US Forest Service, San Juan National Forest-Dolores Ranger District by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan

- 2018 *Data Recovery of 5MT20855 for Kinder Morgan CO₂ Company's CB5 Well Pad and Access Road, Montezuma County, Colorado.* Prepared for Kinder Morgan CO₂ Company, Cortez, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado

Spittler, Ryan

- 2018 *Class III Cultural Resource Inventory for Northwest Pipeline, LLC's Proposed Cathodic Protection Station 2024, San Juan County, Utah (Utah State Project Number: U-18-1WN-0311).* Prepared for Northwest Pipeline, LLC, Salt Lake City, Utah by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

McAndrews, Kelly and Ryan Spittler

- 2018 *Addendum to the Cultural Resource Inventory of the Empire Electric Association, Inc. Yellow Jacket Right-of-Way Renewal, Montezuma County, Colorado (CANM18010; MT.LM.R505). Results of Testing.* Prepared for the Bureau of Land Management, Canyons of the Ancients National Monument, Dolores, Colorado by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan and Jason Chuipka

- 2017 *Class III Cultural Resource Inventory of 3,726 Acres for the Additional Vallecito-Piedra Integrated Vegetation Management Plan for the San Juan National Forest, Columbine Ranger District, Colorado (Project No. 2017-28) USFS Contract No. AG-82CS-C17-0006.* Completed for the US Forest Service, San Juan National Forest-Columbine Ranger District by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan (compiler)

- 2017 *Stabilization and Preservation of Turkey Pen, Goat on a Bicycle, Badger House, and Split Level Ancestral Pueblo Complexes Within the Grand Gulch Primitive Area; and the Double Stack Complex on Comb Ridge in San Juan County, Utah (U16WN0794b).* BLM Contract L16PD01070. Completed for the Bureau of Land Management-Monticello Field Office by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Spittler, Ryan (compiler)

- 2016 *Stabilization Report for the Citadel Ruin Site, Long Fingers Ruin Site, Monarch Cave Ruins, Moon House Complex, and Cold Spring Cave Complex, in San Juan County, Utah (U15WN0905b).* BLM Contract L15PD01378. Completed for the Bureau of Land Management-Monticello Field Office by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Diederichs, Shanna, Jason Chuipka, Ryan Spittler, and Preston Fisher

- 2016 *Condition Assessment and Recommendations for Stabilization and Preservation of Turkey Pen, Goat on a Bicycle, Badger House, and Split Level Ancestral Pueblo Complexes Within the Grand Gulch Primitive Area; and the Double Stack Complex on Comb Ridge in San Juan County, Utah (U16WN0794b).* BLM Contract L16PD01070. Completed for the Bureau of Land Management-Monticello Field Office by Woods Canyon Archaeological Consultants, Inc., Cortez, Colorado.

Professional Conferences and Presentations

- 2023 "A Land Conservation Easement Project: The Documentation of Ten Archaeological Site in the Yellow Jacket Community". Poster presented at the 2023 CCPA Annual Meeting, Ouray, Colorado.
- 2021 "Shepherders, Cowboys, and Arborglyphs: The Historic Landscape of Haycamp Mesa, Colorado". Paper presented at the 2021 Pecos Conference, Mancos, Colorado.
- 2021 "The Historic Landscape of Haycamp Mesa, Montezuma County, Colorado". Paper presented at the 2021 Virtual Big MaCC, Crow Canyon Archaeological Center, Cortez, Colorado.
- 2019 "Up on the Mesa Tops: Highlights from the Cedar Point Project in San Juan County, Utah". Paper presented at the 2019 Big MaCC, Crow Canyon Archaeological Center, Cortez, Colorado
- 2017 "Recent Excavations at the Seed Jar Site: Evaluating the Social Dynamic of the Late Pueblo II Period in the Northern San Juan Region". Paper presented at the 2017 Pecos Conference, Rowe Mesa, New Mexico
- 2017 "Excavations at the Seed Jar Site, Montezuma County, Colorado". Paper presented at the 2017 Big MaCC, Crow Canyon Archaeological Center, Cortez, Colorado.
- 2018 SAA 78th Annual Meeting in Honolulu, HI. Research poster presented.
Spittler, Ryan S. "Locating the French and Indian War Era Native American Settlement at Aughwick Old Town"
- 2018 SAA 78th Annual Meeting in Honolulu, HI. Research poster presented.
Daley, Justin, Victoria Harding, Cory Meyers, and Ryan Spittler. "Rediscovering Dragoo"
- 2018 Indiana University of Pennsylvania's Graduate Scholar's Forum. Research poster presented. Smith, Stefanie and Ryan Spittler. "An Evaluation of MNE, MAU, and Meat Weight of Faunal Remains at the Johnston Site (36In2)"
- 2018 MAAC 43rd Annual Conference in Virginia Beach, VA. Research poster presented.
Smith, Stefanie and Ryan Spittler. "An Evaluation of MNE, MAU, and Meat Weight of Faunal Remains at the Johnston Site (36In2)"
- 2012 ESAF 79th Annual Meeting in Perrysburg, Ohio. Thesis research presented. "Locating the French and Indian War Era Native American Settlement at Aughwick Old Town"
- 2012 SAA 77th Annual Meeting in Memphis, TN. Geophysical research poster presented.
DeHaven, Lydia, Meghan Pace, Ryan Spittler and Beverly Chiarulli – "Investigation of the Squirrel Hill Site and other Late Prehistoric Sites in the Conemaugh Watershed in western Pennsylvania"
- 2012 SPA Annual Meeting in Clarion, PA. Geophysical research poster presented.
-

Clark, Ryan, Justin Daley, Ryan Spittler and Mike Whitehead. "Geophysical Survey Results at Old Smicksburg Park, Indiana County, Pennsylvania"

2012 Indiana University of Pennsylvania Graduate Scholar's Forum. Geophysical research poster presented. Clark, Ryan, Justin Daley, Ryan Spittler, Mike Whitehead. "Geophysical Survey Results at Old Smicksburg Park, Indiana County, Pennsylvania"

Job Related Training

Archaeological Field Schools

- Indiana University of Pennsylvania Advanced Graduate Archaeological Field School, Pennsylvania, United States, 05/2012 – 07/2012
- Proyecto de Investigación Arqueológica Regional Ancash Archaeological Field School, Hualcayan, Peru, 07/2011 – 09/2011

Graduate Research Assistant, Indiana University of Pennsylvania 09/2012 – 05/2013

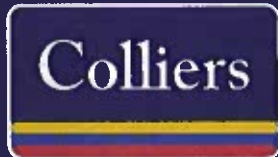
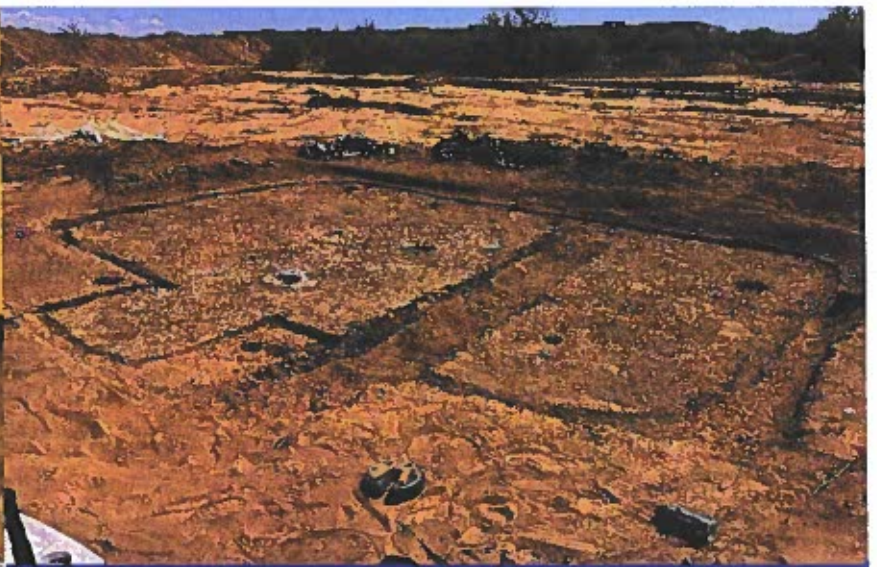
- Reviewed existing artifact catalog for errors in classification or recording
- Updated the artifact catalog for excavation units which had not been cataloged
- Organized field photographs and assigned photograph numbers to them
- Interpreted field notes and forms to create a concise synopsis of the excavations

Student Laboratory Worker, IUP Archaeological Services 02/2012 – 05/2012

- Captured GPS points using various Trimble instruments in the field
- Collected and processed geophysical data using various geophysical instruments such as ground penetrating radar, magnetometry, and magnetic susceptibility
- Sorted, identified, and labeled artifacts and photographs in preparation for curation for the Pennsylvania Historical and Museum Commission

Skills

- Microsoft Office programs (Word, Excel, PowerPoint, Access, Publisher and Outlook)
- Geophysical survey equipment such as ground penetrating radar, magnetic susceptibility, and magnetometry
- Trimble and ArcPad handheld device software
- Adobe Photoshop, Canvas, and ESRI ArcGIS and Collector
- Historic and archival research
- Northern San Juan/Mesa Verde ceramics, Upper San Juan Anasazi and Navajo ceramics, Tusayan ceramics, Northern and Southern Sinagua ceramics, Little Colorado ceramics, Hohokam ceramics, and Salado ceramics
- Historic and proto-historic artifact identification
- Proficient in identifying various lithic raw materials, reduction phases, and tool types
- Proficient in identifying ground stone tools and raw material types
- Experience with prehistoric and historic structure stabilization and rehabilitation



Engineering
& Design

Prepared For
The City of Cortez, Colorado
Cortez General Services Department

Class III Cultural Resource Survey of Carpenter and Geer Natural Areas in Cortez, Colorado
TOTAL PROPOSED PROJECT COST: \$10,898

Prepared by:

Jacob C. Spuck
Principal Investigator

June 14, 2024

Accelerating success. —

365 Inverness Pkwy #100
Englewood, CO 80112
303 731 6216



Class III Cultural Resource Survey of Carpenter and Geer Natural Areas in Cortez, Colorado
June 14, 2024
City of Cortez, Colorado
110 W. Progress Circle
Cortez, CO 81321

Colliers Engineering & Design (CED) is a full-service, multi-discipline planning and engineering firm providing an extensive array of services to public and private sector clients throughout the southwest. Colliers Engineering & Design's mission is to provide high quality and responsive service to our clients while developing cost-effective and practical solutions to address their needs.

With a rich history spanning nearly four decades, Colliers Engineering & Design has firmly established itself as a trusted and reputable presence in the Cultural Resources Management industry.

With over 16 archaeologists located within a short drive away from the Project area, CED has a profound understanding of Colorado's archaeological standards and regulations, ensuring our work is thorough, compliant, and of the highest quality. Our team has successfully completed numerous cultural resource projects within the state, ranging from military installations to historic signage initiatives, such as the Ruby Mine in Crested Butte, Colorado. These projects have honed our expertise in managing diverse cultural resources and navigating complex regulatory landscapes.

For this particular project, we have already undertaken preliminary background research and archaeological modeling, positioning us to commence fieldwork immediately. Our proactive approach demonstrates our commitment to efficiency and readiness, allowing us to hit the ground running and deliver timely, high-quality results.

Our experience includes:

- Conducting comprehensive Class III surveys across varied terrains in Colorado and neighboring states.
- Adhering to stringent archaeological standards and practices, ensuring meticulous and compliant surveys.
- Successfully completing cultural resource projects for the military, showcasing our ability to manage large-scale and sensitive assignments.
- Developing and installing historic signage, exemplified by our work on the Ruby Mine project in Crested Butte, which highlights our capacity to handle both archaeological and interpretative elements of cultural resource management.

CED is committed to preserving Colorado's rich cultural heritage through diligent research, meticulous fieldwork, and detailed reporting. We are excited about the opportunity to contribute our expertise to your project and are confident that our proven track record and readiness will ensure a successful outcome.

On behalf of Colliers Engineering & Design, I would like to thank you in advance for your time and consideration in reviewing our firm. We look forward to the opportunity to continue serving the communities of southern Texas with our expertise and support.

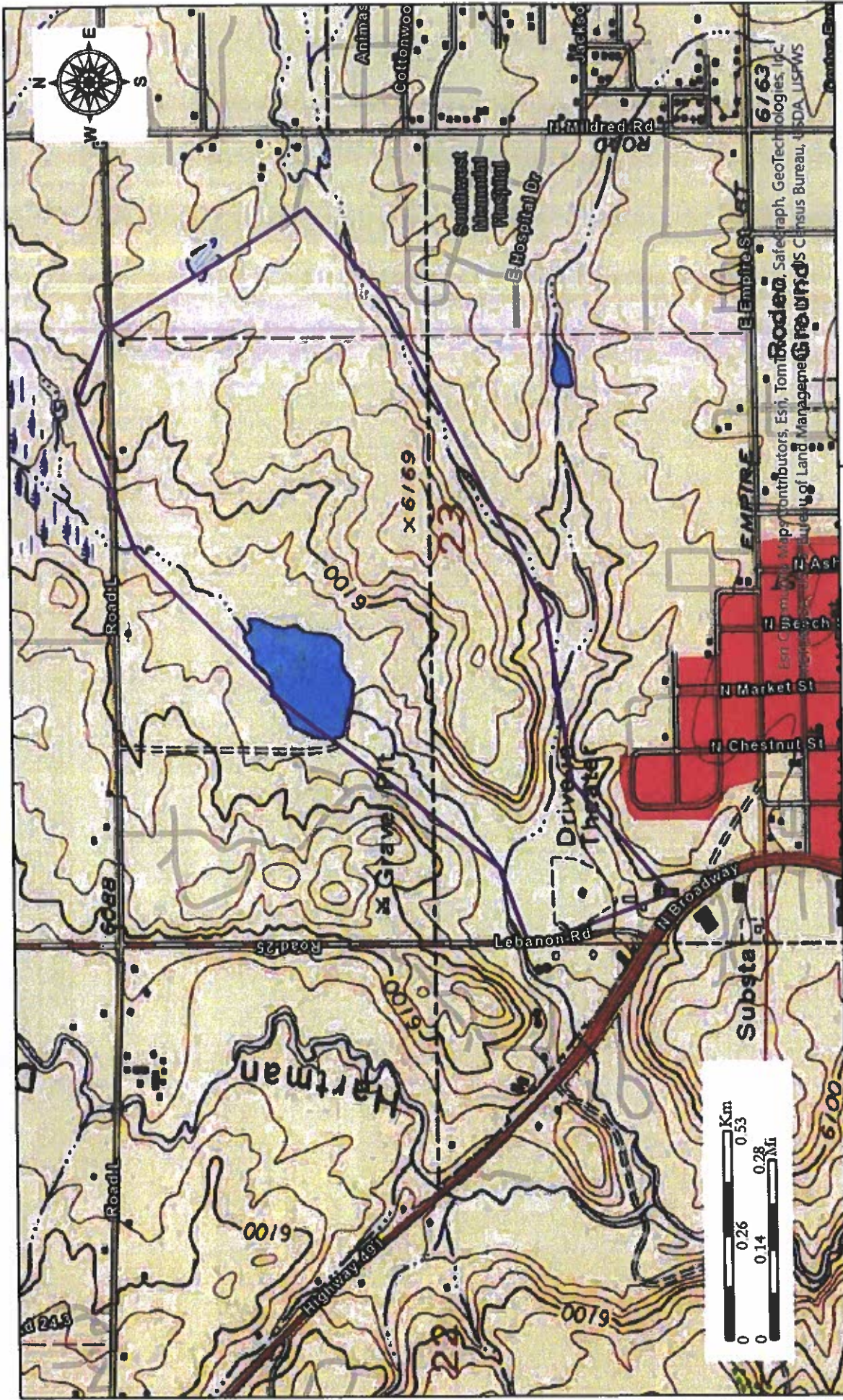
A handwritten signature in black ink, appearing to read "Jacob C. Spuck".

Jacob C. Spuck Ph.D Candidate., GISP, PWS, FAA 107

Pilot Principal Investigator | Cultural Resources

Jacob.Spuck@Collierseng.com

814 657 2006



Relative Project Area on 1965 Historic Topographic Map

 Relative Project Area

Prepared For:
City of Cortez CR Survey



Prepared By:
Pittsburgh Office
1501 Reedsdale St
Pittsburgh, PA 15233
www.colliersengineering.com

Date:	6/12/2024 9:53 AM
CED Project Number:	
Drawn by:	JCS

6163
Tom Roden, Safetech, Geotechnologies, LLC
ESRI, Map Contributors, Esri, Tom Roden, Safetech, Geotechnologies, LLC
University of Land Management, US Census Bureau, USDA, USFWS



Relative Project Area
 low probability areas
 high probability areas

Relative Project Area Showing CED Predictive model identifying low probability and high probability areas

Prepared For:
City of Cortez CR Survey


 Prepared By:
 Pittsburgh Office
 1501 Reedsdale St
 Pittsburgh, PA 15233
www.colliersengineering.com

Date:	6/12/2024 9:50 AM
CED Project Number:	
Drawn by:	JCS



Engineering
& Design

Table of Contents

- Section 1 Qualifications
- Section 2 Statement of Work
- Section 3 Organizational Chart
- Section 4 Key Personnel Experience
- Section 5 Itemized Budget
- Section 6 Relevant Project Experience
- Section 7 Letters of Recommendation
- Section 8 Key Personnel Resume

Qualifications

Colliers Engineering & Design

Jacob Spuck, M.S., GISP, PWS, QISP, FAA 107 UAV Pilot
Principal Investigator | Cultural Resources
Email:

365 Inverness Pkwy #100
Englewood, CO 80112

Direct Line: 303 731 6216
Cell: 814 657 2006

Cultural Resources

CED boasts a team of highly experienced archaeologists in the southwestern United States, strategically located within a few hours' drive of Cortez, Colorado, ready to support this Cultural Resources project and any future cultural or environmental projects in the city. Our Cultural Resource Specialists in the southwest office collectively bring nearly a century of experience working on Cultural Resource projects in this region. Specifically, CED staff have a strong track record of supporting numerous military projects throughout the state of Colorado. Additionally, our archaeologists are adept at conducting archaeological surveys in floodplain areas such as those found within the Carpenter & Geer Natural Areas.

Moreover, CED's team includes a Geoarchaeologist with nearly two decades of experience, available to lead any deep testing required by History Colorado (HC) to ensure no deeply buried sites exist within the project area. We are well-versed in HC's Cultural Resource guidelines published in 2007 and fully compliant with The National Historic Preservation Act (NHPA) of 1966, aimed at preserving our nation's heritage amid growing development. Compliance with Section 106 of the NHPA, along with other federal, state, and local regulations, necessitates comprehensive knowledge and technical application of appropriate cultural resource investigations. Our team of expert environmental staff is dedicated to navigating all regulatory requirements on your behalf.

CED's specialists offer essential services for both public and private sectors, covering all aspects of land development, including educational facilities, residential developments, recreational facilities, infrastructure systems, and urban redevelopment. From initial due diligence efforts to intensive cultural resource investigations and agency consultation, our cultural resources team accommodates the design needs of our clients, ensuring projects are completed safely, ethically, and efficiently.

Services

- Records Searches & Literature Reviews
- Intensive Cultural Resource Surveys (Phase I, II and III)
- Ceramic & Lithic Analysis
- Inventories & Impact Assessments • Site Testing and Evaluation
- Data Recovery Projects • Section 106 Compliance
- Archaeological Monitoring
- Historic Architectural Documentation & Evaluations
- Geoarchaeological and Geophysical Surveys
- Deep Testing for Archaeological Resources located in Floodplains
- National Register Nominations
- Municipal and County Heritage Planning

Task 1

Background Research

CED will begin by collecting relevant Geographic Information System (GIS) data from the City of Cortez. This data will include spatial information on existing cultural resources, land use, topography, and any other pertinent geographic features. Utilizing GIS technology allows us to accurately map and analyze the project area, ensuring comprehensive coverage and identification of potential cultural resources. Based on the guidelines provided in the 2007 Historic Colorado Cultural Resource Survey Manual, CED will develop a detailed research design and survey methodology. This plan will outline the objectives of the survey, the types of cultural resources we expect to encounter, and the specific methods we will use to identify and document these resources. Our methodology will include both pedestrian surveys and remote sensing techniques to ensure thorough examination of the project area. CED will conduct a comprehensive file search to gather historical and archaeological data relevant to the project area. This will involve reviewing existing records from History Colorado, the State Historic Preservation Office (SHPO), local archives, and other repositories. The file search will help us identify previously recorded sites, surveys, and any pertinent historical documentation. This step is crucial for understanding the historical context and significance of the area. Based on the data collected and the results of our file search, CED will identify historical themes and contexts relevant to the project area. These themes may include settlement patterns, economic development, cultural practices, and significant historical events. By establishing these themes and contexts, we can better interpret the cultural resources we encounter and assess their significance within the broader historical landscape.

By following these steps, we will ensure that our background research is thorough, systematic, and aligned with the best practices outlined in the 2007 Historic Colorado Cultural Resource Survey Guidelines Manual. Our comprehensive approach will provide a solid foundation for the subsequent phases of the project, ensuring that all cultural resources are accurately identified, documented, and preserved.

Task 2

Intensive Class III Survey

To complete the Class III Cultural Resource Survey task for the City of Cortez Cultural Resources Proposal, CED will follow the 2007 Historic Colorado Cultural Resource Survey Guidelines Manual. Our approach includes the following detailed steps:

Our team will conduct a systematic pedestrian survey at 20-meter intervals in areas without previously identified archaeological sites. Within the boundaries of the previously identified sites in the Carpenter Natural Area, CED will reduce pedestrian survey transects to 5-meter intervals. This spacing ensures thorough coverage and maximizes the likelihood of fully accounting for all Cultural Resources. Surveyors will walk parallel transects, visually inspecting the ground surface for artifacts, features, and any other indications of cultural resources.

Statement of Work

All photographs taken during the survey will be properly labeled following the guidelines outlined in the Colorado Survey Manual. Each photograph will include metadata such as the date, time, location, direction of the photograph, and a brief description of the subject. This systematic labeling ensures clarity and consistency in our documentation. Our team will access local archives, libraries, and repositories to gather additional information on the cultural and historical background of the City of Cortez. This may include maps, photographs, land records, and other pertinent documents.

CED archaeological field crews will maintain comprehensive field notes, recording observations, GPS coordinates, descriptions of artifacts and features, and any other relevant information encountered during the survey. All artifacts and features identified will be recorded in detail, including measurements, material composition, condition, and any distinctive characteristics. If necessary, artifacts will be collected and curated in accordance with applicable regulations and guidelines. As mentioned, photographs will be systematically labeled and cataloged. This visual documentation will complement our written records, providing a comprehensive overview of the surveyed resources. We will integrate all survey data into a Geographic Information System (GIS). This will allow us to create detailed maps that accurately depict the locations of identified cultural resources, survey transects, and any notable landscape features. Detailed site maps will be produced for each identified cultural resource. These maps will include the spatial arrangement of artifacts and features, site boundaries, and any relevant topographical information. In our final report, we will include comprehensive maps that provide an overview of the project area, survey coverage, and the locations of all identified resources. These maps will be created following the standards set forth in the 2007 Historic Colorado Cultural Resource Survey Guidelines Manual.

Task 3

Site Forms and Reporting

To complete the Site Forms and Survey Report tasks for the City of Cortez Cultural Resources Proposal, CED will follow a meticulous and comprehensive approach, ensuring all documentation meets the highest standards and stakeholder expectations. Our process includes the following steps:

We will gather all relevant information during our fieldwork, including site location, condition, significance, and context. This will include detailed descriptions, photographs, and sketches of each site. Using the History Colorado survey form templates, we will systematically complete each form, ensuring all required fields are accurately filled out. This includes physical descriptions, historical significance, site integrity (of both newly recorded and previously recorded resources), and any other pertinent information. Each form will be reviewed by senior staff to ensure accuracy and completeness before submission.

The report will begin with an introduction outlining the project scope and objectives. A detailed methodology section will describe our survey techniques, research design, and data collection processes. This section will present the findings of our survey, including descriptions of all identified sites and resources, supported by photographs, maps, and figures. We will interpret the findings, discussing their significance and providing recommendations for future actions or preservation measures. The report will include appendices with completed survey forms, raw data, and any additional supporting documentation.

The draft report will be distributed to relevant parties, including city officials and stakeholders, for review and comment. We will facilitate discussions to address any concerns or questions. Based on the feedback

Statement of Work

received, we will revise the report to ensure it accurately reflects all input and meets stakeholder expectations. This process ensures transparency and collaboration. The final report will be meticulously proofread and formatted to ensure clarity and professionalism. It will include all necessary revisions and final comments.

All GIS mapping layers will be created with sub-meter accuracy, ensuring precise location data for each identified resource. This accuracy is critical for effective planning and preservation efforts. Each GIS layer will be documented with metadata, describing the data source, accuracy, and any processing steps. This documentation ensures the usability and reliability of the data. We will produce a comprehensive map of all identified resources overlaid on the high-resolution USGS 7.5' Cortez Colorado quad map from the year 2022. This map will provide a clear visual representation of the survey results in the context of the broader landscape.

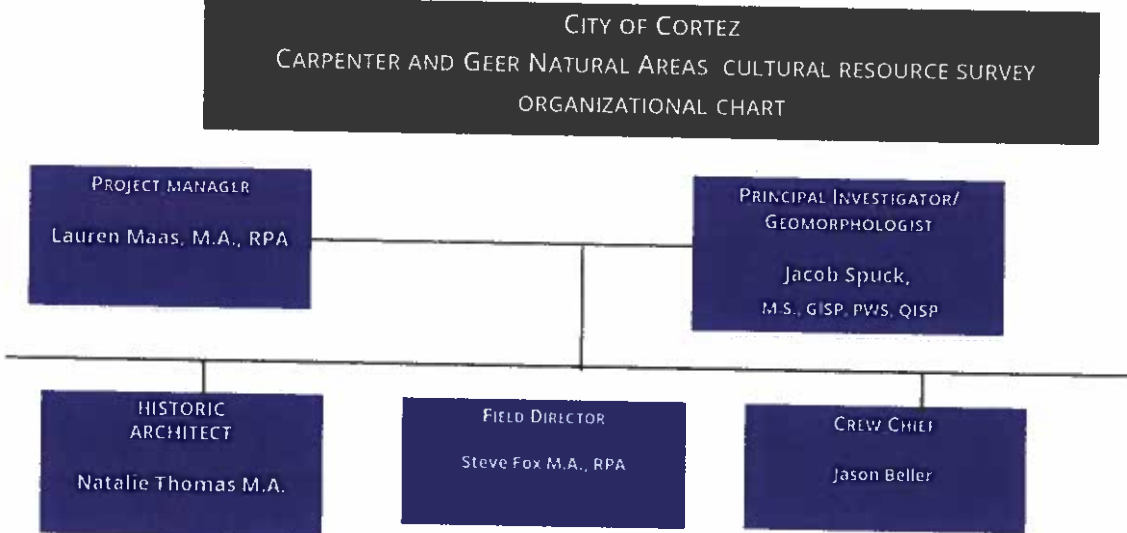
Task 4

Public Outreach

CED will assist with hosting a public meeting to present and discuss the results of our cultural resource survey, with a focus on the uniqueness of the cultural resources identified. Our team will prepare a presentation summarizing the project's findings, highlighting the unique cultural resources discovered. This presentation will include visuals such as photographs, maps, and diagrams to effectively convey the significance of these resources. The meeting will be structured to encourage community participation. We will facilitate an open discussion, allowing residents to ask questions. We will present clear guidelines on how individuals and community groups can help preserve identified cultural sites. This will include best practices for minimizing impact, reporting potential threats, and engaging in preservation activities. Our team will discuss how the findings can be integrated into the city's future community planning and master plans. We will provide recommendations on how to incorporate cultural resource preservation into zoning, land use, and development policies. We will present an overview of the latest technologies used in archaeological site preservation, including GIS mapping, remote sensing, and UAV (drone) surveys. These technologies help in accurately documenting and monitoring cultural resources. Finally, we will offer information on training opportunities and resources available to city staff and community members interested in learning more about these technologies. This could include workshops, online courses, and partnerships with academic institutions or professional organizations.

Organizational Chart

CED has selected a diverse team for this project which includes Project Managers, Archaeologists, Architectural Historians, GIS Specialists and a Geoarchaeologist. The team includes multiple southwestern-based archaeologists and architectural historians with ample experience throughout the state of Colorado.



Key Personnel Experience

Colliers Engineering & Design

Jacob Spuck, M.S., GISP, PWS, QISP, FAA 107 UAV Pilot
Principal Investigator | Cultural Resources

Email:

365 Inverness Pkwy #100
Englewood, CO 80112

Direct Line: 303 731 6216
Cell: 814 657 2006

Jacob Spuck (Principal Investigator/Project Manager)

Mr. Jacob Spuck is a professional in environmental and cultural resources management with more than 17 years of working experience. For this project, Mr. Spuck will serve as both the Project Manager and Principal Investigator. Mr. Spuck has ample experience working in Colorado. In addition to being a Professional Wetland Scientist, Jacob's application for licensure to become a Registered Professional Archaeologist (RPA) has been submitted. Jacob has managed complex Cultural Resource surveys involving multiple clients, with archaeological field efforts occurring in over 40 states. With these combined experiences, Jacob can oversee the completion of all tasks outlined in the deliverables while also providing technical support and expertise in the completion of final deliverables. Jacob has been in charge of several United States Air Force and Space Force Cultural Resource Projects in Colorado and has also contributed to historic signage throughout the state.

As Project Manager, Jacob will assist with the development of methodology and the research design, as well as coordination with Historic Colorado, and the execution of fieldwork and reporting. Jacob will ensure that tasks are being completed successfully and above the standard for archaeological fieldwork. Finally, Jacob will be responsible for implementing any technology, and as a qualified geomorphologist, will consider the possibility of deeply buried cultural resources to be present within the Project area.

Natale Thomas (Architectural Historian)

Ms. Thomas is an experienced Architectural Historian and Project Manager with a passion for preserving historic buildings and districts. Ms. Thomas has nearly 20 years of experience in the preservation of historic resources. Ms. Thomas has a master's degree in Historic Preservation and meets the Secretary of Interior's requirements for Architectural Historian, and has excellent communication, organizational, and problem-solving skills. She has worked as the lead Architectural Historian and Project Manager on numerous projects to complete research, historic contexts, interior assessments, and provide rehabilitation guidance. In addition, Ms. Thomas is proficient and highly skilled at NHPA Section 106 consultation and Section 110 surveys. Additionally, she has acted as the subject matter expert for a variety of NEPA documents.

Steve Fox (Field Director)

Steve Fox has extensive cultural resource experience, having served as field director for hundreds of projects throughout the southwestern United States. His deep knowledge of the region is complemented by his academic background; his master's thesis focused on the excavation of southwestern sites situated on topographic settings very similar to the project area in Cortez, Colorado. This combination of practical field experience and specialized research equips Steve with a unique understanding of the archaeological and environmental contexts pertinent to the Cortez area.

, Historic Architect, Principal Investigator	16	\$90.46	\$1,44
Class III Cultural Resources Survey			
, Crew Chief	48	\$90.46	\$4,34
and Survey Report			
, Historic Architect, Principal Investigator	32	\$90.46	\$2,89
al Outreach			
, Principal Investigator	14	\$90.46	\$1,26
RECT LABOR			\$9,950
ts		2 nights (dual occupancy) @ \$96 per night	\$192
ge		960 miles @ 0.59 per mile	\$566.40
		3 days @ \$61 per day	\$183
TOTAL DIRECT COSTS (OVERHEAD AND LABOR)			\$10,892

Relevant Project Experience

Colliers Engineering & Design

Jacob Spuck, M.S., GISP, PWS, QISP, FAA 107 UAV Pilot
Principal Investigator | Cultural Resources

Email:

365 Inverness Pkwy #100
Englewood, CO 80112

Direct Line: 303 731 6216
Cell: 814 657 2006

Historic Signage for the Ruby Mining District, Crested Butte, Colorado (2024)

CED is proud to have contributed to the historic signage for several areas associated with the Ruby mining district in southwest Colorado. Our work provided a unique and immersive exploration into the region's rich history, featuring historic photographs and quotes from the miners who lived and worked there. We designed informative signs across key locations in the Ruby mining district. Each sign offers a glimpse into the daily lives of the miners, using authentic photographs and first-hand quotes to bring history to life. They serve as educational tools but also as lasting tributes to the area's vibrant past. Our team conducted an in-depth historical analysis to ensure that the signage accurately reflects the true essence of the mining district. This included sourcing and curating historic photographs, documents, and personal anecdotes from the miners themselves. CED undertook a thorough review of the local industrial and historic sites, ensuring a comprehensive understanding of the area's development and heritage.



This review included detailed research into the history of mining operations, the social dynamics of the mining communities, and the technological advancements of the era. Our analysis was not limited to historic sites; we also incorporated prehistoric sites in our research. This holistic approach provided a broader context for the historical narrative, linking the prehistoric past with the more recent industrial activities. The signs we created serve as educational resources for both locals and visitors, offering insights into the region's historical and cultural significance. By including vivid imagery and personal stories, we aimed to make the history accessible and engaging to a diverse audience. Our project enhances the cultural landscape of the Ruby mining district, fostering a deeper appreciation for the area's heritage. The signage not only educates but also instills a sense of pride and connection among community members and visitors alike. CED's contributions to the historic signage in the Ruby mining district exemplify our commitment to preserving and celebrating the rich cultural history of southwest Colorado. Our meticulous research and innovative presentation have created an enduring legacy that honors the past while educating future generations.

Class III Intensive Cultural and Historic Resources Survey of 660 acres at Buckley Space Force Base Aurora, CO (2019)

CED staff conducted a comprehensive Class III Intensive Cultural and Historic Resources Survey of 660 acres at Buckley Space Force Base in Aurora, CO, in 2019. This project aimed to inventory and evaluate the cultural and historic resources within the designated area, ensuring compliance with federal

Relevant Project Experience

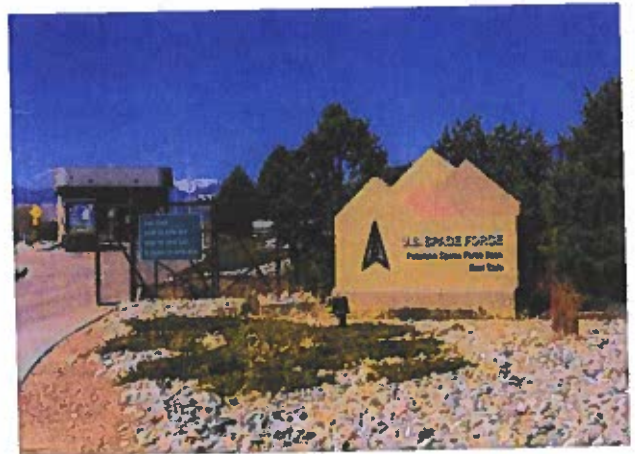
regulations and contributing to the preservation of the site's heritage. Jacob Spuck, serving as both Project Manager and Principal Investigator, led the Class III inventory with exceptional expertise and dedication. His leadership ensured the project's successful completion, from initial planning to final reporting. The project encompassed a 660-acre area at Buckley Space Force Base, requiring a thorough and systematic survey to identify any cultural or historic resources present within the boundaries. The survey successfully identified and documented numerous cultural and historic resources within the 660-acre area.



These included archaeological sites, historic structures, and other significant features. CED's Class III Intensive Cultural and Historic Resources Survey at Buckley Space Force Base exemplifies our commitment to thorough and professional cultural resource management.

Class III Intensive Cultural and Historic Resources Survey of the Peterson ISS Air Force Base Colorado Springs, CO (2019)

In 2019, CED staff conducted a Class III Intensive Cultural and Historic Resources Survey of a section of Peterson ISS Air Force Base in Colorado Springs, CO. The project aimed to inventory and evaluate cultural and historic resources within the designated area, ensuring compliance with federal regulations and contributing to the preservation of the site's heritage. Jacob Spuck served as both Project Manager and Principal Investigator, demonstrating exceptional leadership and expertise. His role was critical in ensuring the project's successful completion from initial planning to final reporting. CED staff conducted an intensive pedestrian survey across the designated section of Peterson ISS, with transects spaced at 20-meter intervals to ensure comprehensive coverage. Surveyors meticulously recorded all findings, including artifacts, features, and any other indications of cultural or historic significance. The survey successfully identified and documented numerous cultural and historic resources within the surveyed section of Peterson ISS. These included archaeological sites, historic structures, and other significant features. Based on the findings, CED staff provided detailed recommendations for the preservation and management of the identified resources. These recommendations aimed to balance the operational needs of Peterson ISS with the preservation of its cultural heritage.





October 12, 2023

Office of the City Clerk
PO Box 839966
San Antonio, TX 78283-3966

To Whom It May Concern:

I, Marc Hess, have had the fortunate opportunity of working with Lauren Maas over the course of many years. I would highly recommend Lauren and CED as a preferred team of environmental consultants, especially with their group cultural resource specialists and depth of experience, for future municipal projects. Her team's technical expertise has been proven to me across many projects as they investigated a variety of cultural resources including archaeological sites and above-ground historic structures on a number of projects and successfully received concurrence from multiple State Historic Preservation Offices and other agencies. Working with Lauren and her team at CED has been beneficial from both a time and cost perspective. I also appreciate her frequent and open communication style as it has made project coordination smooth and efficient.

Respectfully,

Marc Hess
Senior Environmental Scientist

marc.hess@energytransfer.com
281-743-8709

8111 Westchester Drive
Dallas, TX 75225

CITY OF SHAVANO PARK



August 1, 2022

Office of the City Clerk
Attn: Transportation and Capital Improvements
100 Military Plaza, City Hall, 1st Floor
San Antonio, Texas 78205

Re: KFW Engineers/ Civil Engineering, Surveying, and GIS Services for the 2022-27 General Obligation Bond Program

Dear Selection Committee:

Since 2016, I have the privilege of working with KFW Engineers & Surveying (KFW) as our City Engineer and consultant to provide on-call Engineering Services for many projects supporting the City of Shavano Park. As our City Engineer, the quality of our Engineering services has been exceptional.

KFW has completed projects designed for infrastructural and commercial development across Shavano Park. Most recently, they provided the planning support and expertise as we considered a \$10 million bond, the first ever bond for our City. The bond passed with 80% approval thanks in a large part to the planning from KFW. I'm very impressed with the quality of staff, responsiveness, and overall capabilities of KFW. I've worked with a number of engineering firms across the City and find KFW to be the most professional engineering firm with which we have had the pleasure of doing business.

I enthusiastically recommend KFW as a preferred Civil Engineering, Surveying, and GIS firm for future municipal projects. KFW is always available, provides superior quality of work, and always ensures their clients are satisfied with the finished product. I am happy to discuss in more detail.

Respectfully,

Bill Hill
City Manager
(210) 493-3478 office
(254) 449-1561 cell
citymanager@shavanopark.org

900 Saddletree Court • Shavano Park, Texas 78231 • (210) 493-3478 • Fax (210) 492-3816 • www.shavanopark.org

**Colliers Engineering & Design was formerly known as KFW Engineers & Surveying.*



**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT**

June 13, 2022

SUBJECT: KFW Engineers & Surveying Letter of Recommendation

To Whom It May Concern:

I have had the privilege of working with KFW Engineers & Surveying, as well as Chris Otto, P.E., on several projects including; West Military Drive & Westmar Drive Area, West Military Drive & Ingram Connectors, and Ingram Road at Potranco Rd. I would highly recommend KFW as a preferred Civil Engineering, Surveying, and GIS firm for future municipal projects.

I managed the construction phase of these projects and was pleased with the relative ease of construction, which reflects the completeness of the plan documents. In addition, as unknown conditions arose, Mr. Otto was quick to provide sound resolution to these issues in a timely manner. Therefore, I would fully recommend KFW and Mr. Otto on future municipal projects.

Sincerely,

Christopher G. Alonso, P.E.
Senior Engineer/Construction Project Manager
Public Works Department
City of San Antonio

P.O. Box 839966 • San Antonio, Texas 78283-3966

**Colliers Engineering & Design was formerly known as KFW Engineers & Surveying.*

Jacob Spuck, M.S., GISP, PWS, QISP, FAA 107 UAV Pilot
Principal Investigator | Environmental and Archaeology

Experience

Jacob Spuck is a professional in the Environmental and Cultural Resources Management field with over 17 years of working experience. During this time, he has obtained many skills and qualities including specialties in Geophysics, Fluvial/Coastal-Marine/Lacustrine Geomorphology, Maritime and Terrestrial Archaeology, Remote Sensing, Geographic Information Systems, Environmental Planning, and NEPA project management. In addition, Mr. Spuck's research in geoarchaeology within the transportation and energy sectors has been published and presented at several national and international venues. Mr. Spuck is currently listed in 14 states throughout the eastern United States, Pacific and Midwest as a professional Geomorphologist and Prehistoric Archaeology/Historic consultant and has completed two Army Corp of Engineers Wetland Delineation Certificates for the northeast United States. In addition, he is a licensed GIS Professional through the GISCI (License #52110) and certified NPDES Planner. Over the past decade, he has accumulated 35 hours of classroom Project Manager Education (PMP) and has also received his Remote Airman (UAV) Certificate under part 107 of the FAA. Mr. Spuck's application for licensure as both a Registered Professional Archaeologist (RPA) and Professional Wetland Scientist (PWS) have also been submitted for approval, and he is also a certified NAUI Open Water Diver/Specialty/Enriched Air Diver as well as a member of the Pennsylvania Shipwreck Survey Team (PASST) and New Jersey Historical Divers (NJHD), with experience in numerous underwater environments. Mr. Spuck has experience in 42 States and four Countries. His primary archaeological research focuses on performing geoarchaeological studies in complex areas, such as fluvial, lacustrine and tidal/coastal areas. Mr. Spuck has also performed many Geophysical surveys and UAV flights to obtain LiDAR/Remote Sensing data across the country. Mr. Spuck has also completed projects for numerous DoD clients including the Navy, Army, Space Force and ACOE. Jacob has been featured on several documentaries, including one with renowned archaeologist Dr. James Adovasio on the oldest known archaeological site in North America, Meadowcroft Rock Shelter.

Representative Projects

- **Class III Survey of the 99-acre Buckeye Tartesso Drainage Improvement Project in Maricopa County (July 2023-February 2024).**

Served as Principal Investigator and Field Director for 99-acre drainage improvement project located entirely on State Land. Project included five site revisits and identified 13 isolated occurrences with both prehistoric and historic components. Completed all fieldwork and reporting for the project.

Education

Ph.D. Candidate, Physical Geography (Archaeology Focus), Florida State University, 2023
MS Environmental Planning (Archaeology Focus), Indiana University of PA, 2009
BS Physical Geography/Archaeology, Clarion University of PA, 2008

Professional Certifications

FAA 107 Licensed Pilot
GIS Professional (License #52110)
Professional Wetland Scientist (Number 3300)
Qualified Industrial Stormwater Practitioner
Erosion and Sedimentation Planning
Advanced Open Water SCUBA Diver (PADI)
Underwater Archaeology Survey Specialized Diver (PADI)
Nitrox Diver (PADI)
OSHA 40 Hr HAZWOPER Training
OSHA 30 Hr Training
OSHA 10 Hr Training
Red Cross CPR/First Aid

Affiliations & Memberships

Pennsylvania BHP Professional Consultants
American Cultural Resources Association
Corp Officer
Geographic Information Systems Certification Institute, GIS Professional
Society of Military Engineers (Seattle, Washington Division)
Society of Wetland Scientists

Resume

- **Class I and Class III Background Research Survey of the 886-acre Bard Ranch Development Project (September 2023-February 2024).**

Served as Principal Investigator for 886-acre development project located on private land. Completed Class I Background research report which will be combined with Class III survey in 2024. Will serve as Principal Investigator and Field Director for 2024 Class III survey that will coattail off of Class I survey.

- **Historic Signage for the Ruby Mine located in Crested Butte, CO**

Served as Principal Investigator for the development of historic signage for several mining locations associated with the Ruby Mine in southwestern Colorado.

Phase I Archaeological Survey of the Princeton South Pipeline Replacement Franklin County, Kansas (January 2024)

Served as Principal Investigator and Field Director for 10-acre pipeline replacement project in eastern Kansas. Completed pedestrian survey and shovel testing as well as serving as lead author for Phase I Cultural Resources Report.

- **Research Design For the Class III Survey of 38,163 Acres of State Land in Graham County, AZ (August-November 2023).**

Served as lead QA/QC for Class III reporting documents.

- **Phase I Archaeological Assessment of the Ballenger Road Development Project in Frederick County, MD (November 2023).**

Served as Principal Investigator and Field Director for 3-acre development project in central Maryland. Completed shovel testing for entire Project area and served as lead author of Phase I Archaeological Report.

- **Phase I Archaeological Assessment of the NCHP Pipeline Project in Delaware County, OH (June-September 2023).**

Served as Principal Investigator and Field Director for proposed 22-acre pipeline development project in central Ohio. Completed shovel testing and pedestrian survey for entire Project area and served as lead author of Phase I Archaeological Report.

- **Phase I Archaeological Survey of AM 88 Pipeline Replacement Jefferson County, AR (July 2023)**

Served as Principal Investigator and Field Director for 12-acre pipeline replacement project in eastern Arkansas. Completed pedestrian survey and shovel testing as well as serving as lead author for Phase I Cultural Resources Report.

- **Phase I Archaeological Survey of K-North Pipeline Replacement Howard County, AR (July 2023)**
Served as Principal Investigator and Field Director for 3-acre pipeline replacement project in western Arkansas. Completed pedestrian survey and shovel testing as well as serving as lead author for Phase I Cultural Resources Report.
- **Phase I Archaeological Survey of the Grand Avenue Development Project Bergen County, NJ (June 2023)**
Served as Principal Investigator and Field Director for 2-acre commercial development project in northern New Jersey. Completed shovel testing as well as serving as lead author for Phase I Cultural Resources Report.
- **Davis-Monthan Air Force Base Environmental Assessment Pima County, AZ (January-May 2023).**
Served as Archaeological Principal Investigator for Cultural Resources sections of Environmental Assessment. Reviewed existing literature, reports, and archival documents related to the specific area within and surrounding Davis-Monthan Air Force Base. Assisted with fieldwork on installation as part of Class III cultural resources survey which included thorough background research of existing resources and intensive pedestrian survey at 15-meter intervals. Provided detailed documentation of all identified sites and recommendations for eligibility on the NRHP and the preservation of existing sites.
- **NAVFAC Midlant Integrated Cultural Resource Management Plan for 4 installations MA, NH, CT (October 2022-June 2023).**
Served as Principal Investigator for Integrated Cultural Resource Management Plan's for four NAVFAC Midlant Installations. Completed background research, site evaluations, archaeological site evaluations and conditions, and preservation recommendations.
- **MCAS Yuma Archaeological Assessment Yuma, AZ (January-May 2023).**
Served as Archaeological Principal Investigator for Cultural Resources sections of Environmental Assessment. Reviewed existing literature, reports, and archival documents related to the specific area within and surrounding MCAS Yuma. Assisted with fieldwork on installation as part of Class III cultural resources survey which included thorough background research of existing resources and intensive pedestrian survey at 15-meter intervals. Provided detailed documentation of all identified sites and recommendations for eligibility on the NRHP and the preservation of existing sites.
- **Nevada Test and Training Range Archaeological Assessment Nye County, NV (March-June 2023).**
Served as Archaeological Principal Investigator for 200 acre Cultural Resources Assessment.
- **Altus Air Force Base Environmental Assessment CO, TX, NM, OK, KA (January-February 2023).**

Served as Archaeological Principal Investigator for Cultural Resources and sections of Environmental Assessment. The project involved shifting military airspace over several sacred sites of the Great Plains. Supervised field director on the installation. Led tribal correspondence efforts.

- **Sheppard Air Force Base Environmental Assessment Wichita County, TX (October 2022-January 2023).**

Served as Archaeological Principal Investigator for Cultural Resources and Environmental sections of Environmental Assessment. Supervised ongoing fieldwork on the installation. Led Tribal Correspondence Efforts.

- **Naval Stations Yorktown Integrated Natural Resources Management Plan Norfolk, VA (September 2022-January 2023).**

Lead author for INRMP for NAVFAC.

- **Fort Rucker Cultural Resources Programmatic Agreement Dale County, AL (September 2022-November 2023).**

Served as Lead Author of Cultural Resources Programmatic Agreement for Fort Rucker Army Base.

- **Luke Air Force Base Munitions District Environmental Assessment Maricopa County, AZ (December 2021-September 2022)**

Served as Archaeological Principal Investigator for Cultural Resources sections of Environmental Assessment related to demolition and development at the Munitions District within Luke Air Force Base. Reviewed existing literature, reports, and archival documents related to the specific area within Luke Air Force Base and the surrounding area. Completed updates for installations Integrated Cultural Resources Management Plan (ICRMP) and an audit of eligible sites and structures within the installation boundaries. Assisted with fieldwork on the installation as part of a Class III cultural resources survey which included thorough background research of existing resources and intensive pedestrian survey at 15-meter intervals. Identified 16 Isolated Occurrences (IO's) within the 60-acre APE, which had temporal associations from both the historic and pre-contact Periods. Submitted management recommendations to the installation.

Archaeological Investigations Adjacent to Quarters I & K (704) Located at Naval Support Activity Norfolk Naval Shipyard (NNSY) Portsmouth, VA (2021)

Served as Archaeological Project Manager and Principal Investigator. Supervised the completion of the Draft and Final Report.

- **Phase I Archaeological Survey and Inventory of Approx. 39 Acres at Joint Expeditionary Base Little Creek-Fort Story Virginia Beach, VA (2021)**

Served as Archaeological Project Manager and Principal Investigator. Supervised the completion of the Draft and Final Report.

- **Historic Land use Study and Phase I Archaeological Survey Investigations at NNSY Annexes and Areas Portsmouth, VA (2021)**
Served as Archaeological Project Manager and Principal Investigator. Supervised the completion of the Draft and Final Report, as well as deep testing/geomorphological management plan.
- **Phase I Archaeological Survey Defense Contract Management Agency (DCMA) Cleveland Bratenahl, OH (2021)**
Served as Archaeological Project Manager and Principal Investigator. Supervised the completion of all tasks associated with the project, including fieldwork of.
- **Integrated Cultural Resources Management Plan (ICRMP) for MCAS Beaufort, SC, & Townsend Bombing Range, GA Beaufort, SC and Townsend, GA (2021)**
Served as Sr. Archaeologist. Drafted the revised Cultural Resources Management (ICRMP) for MCAS Beaufort and Townsend Bombing Range.
- **Phase I Archaeological Investigations of the Phase I Heartland Greenway Carbon Capture Pipeline NE, IA, MN, SD, IL (2020-2021)**
Served as Sr. Archaeologist for this project. Completed background research and research design. Coordinated closely with the Rock Island ACOE and Upper Great Plains tribes to develop archaeological and geomorphological methodology. Completed all Geomorphological work for 82 stream crossings throughout five states. Supervised all fieldwork throughout the project and managed 32 field technicians for the completion of fieldwork.
- **Geodatabase Cultural Resources Updates Bureau of Land Management-California Desert District Palm Springs, CA (2020)**
Served as Archaeological Project Manager and for Bureau of Land Management Cultural Resources Geodatabase updates. Created and supervised methodology for implementing data from hundreds of Cultural Resource reports into digital format.
- **US Forest Service: Chewelah Phase I Archaeological Assessment Stevens County, WA (2020)**
Served as GIS Project Manager and Archaeologist for approximately 3 miles of proposed recreational trail for USFS. Completed several site re-visits as well as identified several new archaeological sites.
- **Army Corp of Engineers: Master Plan Revision for Cottage Grove Lake, Lane County, OR (2020)**
Served as Principal Investigator and Project Lead for wetlands, cultural resources, endangered/invasive species and environmental planning efforts

for the Cottage Grove Lake Reservoir. Completed Master Plan Document which will serve as a regulatory land use document for 25 years. Served as lead correspondence for state and local agencies.

- **Army Corp of Engineers: Master Plan Revision for Dorena Lake Lane County, OR (2020)**

Served as Principal Investigator and Project Lead for wetlands, cultural resources endangered/invasive species and environmental planning efforts for the Dorena Lake Reservoir. Completed Master Plan Document which will serve as a regulatory land use document for 25 years. Served as lead correspondence for state and local agencies.

- **Phase I Archaeological Surveys for AT&T Telecommunications Development (2014-2020) TX, OH, MN, WA, ID, MT, FL, WI, SD, OK, WY, CO, UT**

Served as Archaeological Principal Investigator for hundreds of telecom projects throughout the United States which included archaeological testing and reporting. Mr. Spuck led all fieldwork and reporting efforts.

- **Army Corp of Engineers: Master Plan Revision for Dorena Lake Lane County, OR (2020)**

Served as Principal Investigator and Project Lead for wetlands, cultural resources endangered/invasive species and environmental planning efforts for the Dorena Lake Reservoir. Completed Master Plan Document which will serve as a regulatory land use document for 25 years. Served as lead correspondence for state and local agencies.

- **Class III Intensive Archaeological Survey of 220 acres at Cavalier Space Force Base Pembina County, ND (2019)**

Served as Project Manager and Principal Investigator for Class III inventory of a 220-acre area of Cavalier Space Force Base. As required by the state of North Dakota, was in the field for the entirety of the Project and completed field survey of the entire 220 acre area. Handled all permitting, correspondence and reporting.

- **U.S. Army Corps of Engineer and District of Columbia National Guard, Laurel, Maryland: Oak Hill Phase I Archaeological Survey, D.C. Army National Guard in Maryland. Laurel, MD (2019)**

Served as Archaeological Project Manager for 58-acre archaeological inventory is for the D.C. National Guard (DCNG). In his role as Program Manager, Mr. Spuck is leading administrative oversight of the contract requirements and works directly with the Contract Project Manager.

- **Class III Intensive Cultural and Historic Resources Survey of the Peterson ISS Air Force Base Colorado Springs, CO (2019)**

Served as Project Manager and Principal Investigator for Class III inventory of a section of Peterson ISS in the eastern front range of Colorado. Handled all permitting, correspondence and reporting. Supervised archaeologists directly in the field for entire completion of fieldwork.

- **Class III Intensive Cultural and Historic Resources Survey of 660 acres at Buckley Space Force Base Aurora, CO (2019)**

Served as Project Manager and Principal Investigator for Class III inventory of a 630-acre area of Cavalier Space Force Base. Handled all permitting, correspondence and reporting. Supervised archaeologists directly in the field for entire completion of fieldwork.

- **Geoarchaeological Analysis of the 28.5-acre Kapunakea Development Site Maui County, HI (2018)**

Performed LiDAR and Geoarchaeological analysis for a 28.5-acre residential development site. Performed literature review background analysis, and identified nine possible archaeological features, including two mound sites, two enclosure sites, one terrace site, one historic foundation site, two potential C-shaped sites, and one potential L-shaped site.

- **Geoarchaeological Analysis of the 29.6-acre Waikapu Development Site Maui County, HI (2018)**

Performed LiDAR and Geoarchaeological analysis for a 29.6-acre residential development site. Performed literature review background analysis, and identified six possible archaeological features, including one terrace site, and five potential mound/burial sites.

- **Geoarchaeological Analysis of the Maui Lani Phase 8 Archaeological Survey Area Maui County, HI (2018)**

Performed LiDAR and Geoarchaeological analysis for a 33-acre residential development site. Analyzed several already previously identified sites.

- **Geoarchaeological Analysis of the 33-acre Kelawea Development Site, Maui County, HI (2018)**

Performed LiDAR and Geoarchaeological analysis for a 33-acre residential development site. Performed literature review background analysis, and identified 18 possible archaeological features, including three potential mound sites, six potential enclosure sites, two historic railroad sites, three C-shaped sites, one L-shaped site and three historic wall sites.

- **Geoarchaeological Analysis of the 28.4-acre Makena Development Site Maui County, HI (2018)**

Performed LiDAR and Geoarchaeological analysis for a 28.4-acre residential development site. Performed literature review background analysis, and

identified nine possible archaeological features, including two terrace sites, two mound sites, three enclosure sites, one terrace site and one C-shaped site.

- **National Park Service: Archaeological Data Recovery for Ross Lake National Recreational Area Whatcom County, WA (2018)**

Served as archaeological and GIS support for data recovery project of 8-acre area in northern Washington.

- **Mon/Fayette and Duquesne Light Phase I Geoarchaeological and Geophysical Investigations Allegheny County, PA (2018)**

Served as PI for this project involving geomorphological and ground-penetrating radar (GPR) investigations, as well as backhoe trench soil analysis for an urban area of proposed transportation infrastructure. All soils were determined to be historic and redeposited which limited further archaeological investigations. GPR survey also identified a possible historic barn foundation, and deeply buried sediment deposits in a hazardous area where deep testing was not feasible.

- **Baltimore Gas and Electric: Phase I Archaeological and Geomorphological Investigations Baltimore, MD (2017)**

Served as PI for this wetland mitigation project involving both terrestrial and underwater components as part of a Phase I archaeological project. Performed an initial geomorphological and archaeological assessment in order to date soils and underwater sediment within the project area. Created both terrestrial and underwater paleoenvironmental models to determine probability of areas to contain archaeological resources.

- **Pennsylvania Department of Transportation (PennDOT): Phase I and Phase II SR 118 Archaeological and Geophysical Evaluations for PA SR 118 Improvements Luzerne County, PA (2017)**

Served as Principal Investigator for archaeology for this project located a nineteenth-century blacksmith shop and excavated the structure boundaries. Used GPR to identify other structures in the area. Completed archaeological report with background review, fieldwork analysis and recommendations.

- **PA Turnpike Commission: Phase IB Archaeological and Geomorphological Evaluations for the Pennsylvania Turnpike Exit 57-62 Roadway Improvements Allegheny and Westmoreland County, PA (2017)**

Served as PI for geomorphology and archaeology. Analyzed project stratigraphy and identified buried soils located below Holocene alluvium. Completed archaeological report with background review, fieldwork analysis and recommendations.

- **Phase IB Archaeological and Geomorphological Evaluations for WV 02 Improvements (WVDOH) New Cumberland, WV (2017)**

Resume

Served as PI for geomorphology and archaeology. Analyzed project stratigraphy and identified buried soils located below Holocene alluvium. Completed archaeological report with background review, fieldwork analysis and recommendations.

- **WVDOH: Phase I Archaeological and Geomorphological Evaluations for Interstate 79 Exit 153 Improvements Morgantown, WV (2017)**

Served as PI for geomorphology and archaeology. Conducted auger boring throughout the Study Area in order to determine prior disturbance. Complete archaeological report with background review, fieldwork analysis, and recommendations.

- **Tennessee Department of Transportation: Archaeological and Geomorphological Evaluations for Clifty Creek and Town Stream Mitigation Henry County, TN (2016)**

Served as PI and Geomorphologist for two stream mitigation projects in western Tennessee. Conducted over 100 auger probes in order to document and date soil and landforms. Performed microscopic sediment and grain-size sifting analysis to determine origin of soils. Completed two high-quality reports with extensive literature reviews on local geomorphology and relevant geoarchaeology topics.

- **FEMA: Phase I Archaeological and Geomorphological Evaluations for Depue, IL, FEMA Flood wall Project (2016)**

Served as PI and Geomorphologist for Phase I Archaeological report on low terrace soil morphology for FEMA. Documented soils and supervised backhoe trenches in order to determine if buried soil horizons may be present. Created Cross section and Figures using specialized Geology software to accompany report.

- **Shell: Northeast Ethane Pipeline Phase I, II and III Archaeological Assessments PA, OH, and WV (2015)**

Served as PI and GIS Analyst. Managed field crew. Managed incoming pipeline and oil/gas infrastructure daily data. Created reroute Field Maps and GPS files for environmental field surveys and research. Maintained online portal database for Pipebook with real-time GIS updates. Assisted with GIS workflow development and mainstreamed GIS data management policies and procedures.

- **PennDOT: Phase II Archaeological and Geomorphological Evaluations for Emergency Skinners Falls bridge repair Wayne County, PA (2015)**

Served as PI and Geomorphologist. Managed field crew. Conducted geomorphological investigations and deep testing on low and middle terraces along the Delaware River. Identified and documented several layers of historic fill, as well as Holocene and Pleistocene-aged strata. Evaluated prehistoric landforms within project area. Created detailed elevation profiles and cross-sections. Also reviewed historic maps and documentation to identify likely areas of historic flood deposits. Lead author of Archaeology and Geomorphology Phase IA report.

- **FEMA: Phase II GIS Hazard Assessment for Historic Structures Cameron, Monroe and Bedford Counties, PA (2014-2015)**

Served as PM. Led elevation tech crews in the field for a windshield survey in 3 counties. Used state of the art geospatial tools to obtain elevation data on historic structures located within floodplains. Utilized 2-centimeter accuracy GPS in the field along with laser rangefinder to obtain elevations of structures from remote locations. Elevations were recorded and entered into real-time GPS for quick processing. Created detailed report maps including precise flood zone and historic structure maps.

- **PennEast Pipeline Company: Phase I Archaeological and Geomorphological Assessment of Penn East Pipeline Eastern PA and Western NJ (2014)**

Served as GIS specialist. GIS mapping and figures of all above-ground historic resources for Phase I report. Used spatial tools to create maps for several hundred properties to be included in report. Conducted deep testing Geomorphological investigations on complex floodplains along high-order channels.

- **PennDOT: Phase III Archaeological Evaluations for the Pennsylvania Turnpike Construction, Yukon Westmoreland County, PA (2012-2014)**

Served as PI and GIS specialist. Created detailed maps for Geomorphology and archaeology fieldwork. Used archaeological models to map high- probability archaeological areas and determine appropriate methods. Georeferenced historic maps for project area. Served as field director for Phase II and Phase III Archaeological Assessment.

- **PennDOT: Phase IA Geomorphological Evaluations for I-95 Sector-B Philadelphia, PA (2013-2014)**

Served as Geomorphologist. Evaluated prehistoric landforms within the project area. Built Geomorphology model and reviewed soil boring data to identify areas most likely to contain in-situ cultural resources. Also reviewed historic maps and completed in-depth literature review to identify changes in shorelines of both extinct and modern-day stream channels. Lead author of Geomorphology Phase IA report to be included in final Archaeological Phase IA report.

- **Kinder Morgan: UMTF Natural Gas Line, Phase I and Phase II Archaeological and Geomorphological Evaluations Harrison County, OH (2013)**

Served as PI and Geomorphologist for a Phase I evaluation of approximately 14 miles of natural gas line replacements. Tasks included supervision of field crew, GIS/GPS mapping of historic and prehistoric site boundaries, Archaeological and Geomorphological Phase IA deep testing report preparation. Deep testing identified sediments from several glacial outwash lakes which were documented and recorded. Several small Archaic sites were also identified to be within the right-of-way.

- **Amazon: Proposed Amazon Solar Farm, Phase I Archaeological Evaluations Accomack County, VA (2013)**

Crew Chief for the Phase I archaeological evaluation of a proposed solar farm. Responsibilities included GIS mapping using iPad and GPS unit, supervision of field crew and mitigation decision-making based on newly discovered historic and prehistoric sites.

- **Columbia Gas: Phase I Geomorphology and Archaeological Investigations of the Proposed Southwestern, PA Columbia Gas Line Greene, Washington and Allegheny County, PA (2013)**

Served as PI for Geomorphological and Archaeological Phase I testing. The line was approximately 30 miles long and crossed over 50 ephemeral and perennial stream channels. Determined age, origin and depths of soils in order to make recommendations for archaeological testing. The line crossed several larger order streams with greater than 2 meters of alluvium. Deep testing was recommended in these areas. Used spatial modeling to determine most appropriate testing locations on terraces adjacent to stream channels. Completed and submitted detailed geomorphological report to Columbia Gas.

- **Shell: Phase I Archaeological Investigations of the Proposed Center Township Water Well Replacement Beaver County, PA (2011-2012)**

Served as PI for Archaeological Phase I investigations of two water well replacements along the Ohio River. Performed GIS/GPS mapping as well as shovel testing along a terrace of the Ohio River. Work also involved a non-site report with elevation, geology, land use and historic mapping.

- **PNG: Phase I Archaeological Investigations of the Proposed TP-371 PNG Natural Gas Line. Indiana and Armstrong County, PA (2010-2012)**

Served as Field Director for Phase I Archaeological Investigations of a 32 mile 36-inch Natural Gas line. Supervised a large crew in the field, Performed GIS mapping and determined most appropriate archaeological testing methods. Discovered multiple nineteenth-century historic sites, as well as isolated prehistoric artifacts. Provided archaeology report to client.

- **Florida State University: Sediment Analysis of Hurricane-related Deposits Puerto Rico (2009-2012)**

Served as Geomorphologist. Evaluated geomorphological and sedimentological data from the island of Puerto Rico related to a prior hurricane.

- **Range Resources: Phase I and Phase II Archaeological Investigations of the Range Resources Ed Zappi Wellpad Site Washington, PA (2010-2011)**

Served as PI for a 6.5-acre wellpad site with multiple access roads and laydown yards. Performed GIS/GPS mapping and supervised Field Crew. Identified deeply buried Archaic period artifacts. Completed Phase I report recommending Phase II testing

based off of artifact density model performed within the project area. Disked and plowed fields near site locations followed by a Pedestrian Survey to identify additional artifacts. Ultimately presented mitigation alternative to client.

- **Nobel Energy: Phase I Environmental Assessment for the proposed Nobel Energy Bolitho Natural Gas Wellpad Site Doddridge County, WV (2010)**

Served as GIS specialist and Research lead. Performed Desktop review for client's potential land purchase. Used sub-meter GPS and GIS to record and document all stream channels, public utilities, wetlands, tanks and existing roads. Completed water quality and geochemistry studies. Provided detailed maps to clients and a report providing recommendations for possible additional testing.

- **Virginia Department of Transportation (VDOT): Phase I Archaeological Investigations for the Rollins Ford Roadway Expansion Fairfax County, VA (2009)**

Served as PI for the proposed VDOT expansion of Rollins Ford Road in northern Virginia. Performed GIS/GPS mapping, conducted geomorphological testing along floodplains and terraces that determined appropriate depth of test pits. Identified three woodland-period fishing artifacts along stream channel. Determined and mapped site boundaries within project area.

- **PennDOT: Phase I Geomorphological Investigations for the Ford City Sewerage Project Armstrong County, PA (2008-2009)**

Served as Geomorphologist for a Phase I Geomorphology project along the Allegheny River. Performed several backhoe trenches along low-lying terraces which revealed both Wisconsin glacial outwash and recent alluvial deposits. Testing also revealed fill and disturbed soils associated with human activities from a glass factory in the 1930s. Provided GIS mapping and report to client as well as wetland delineation boundaries. Soils were dated and stratigraphy was recorded.

- **PennDOT: Phase I Geomorphological Investigations at the Proposed SR 1015 Carlton Bridge Replacement Crawford County, PA (2008-2009)**

Served as Geomorphologist for a Phase I Geomorphology project along French Creek in a previously glaciated area. Examined stream cutbanks and performed several backhoe trenches and auger cores along low-lying terraces which revealed both glacial outwash and recent alluvial deposits. In addition to a report with GIS figures for the client, soil stratigraphy was recorded.



Engineering & Design

Colliers Engineering & Design is a trusted provider of multi-discipline engineering, design and consulting services providing customized solutions for public and private clients through a network of offices nationwide.

For a full listing of our office locations, please visit colliersengineering.com

1 877 627 3772



*Civil/Site • Traffic/Transportation • Governmental • Survey/Geospatial
Infrastructure • Geotechnical/Environmental • Telecommunications • Utilities/Energy*

Accelerating success.

COST PROPOSAL

**Class III Cultural Resource Survey of Carpenter and Geer Natural Areas in Cortez, Colorado
Assuming 188-acre total Survey area**

Task	Hours	Rate	Total
1. Background Research/Coordination			
Field Director, Historic Architect, Principal Investigator	16	\$90.46	\$1,447.36
2. Intensive Class III Cultural Resources Survey			
Field Director, Crew Chief	48	\$90.46	\$4,342.08
3. Site Forms and Survey Report			
Field Director, Historic Architect, Principal Investigator	32	\$90.46	\$2,894.72
4. Educational Outreach			
Field Director, Principal Investigator	14	\$90.46	\$1,266.44
TOTAL DIRECT LABOR			\$9,950.60
Overhead Costs			
Hotel		2 nights (dual occupancy) @ \$96 per night	\$192.00
Equipment			\$0.00
Vehicle Mileage			\$0.00
Tolls		960 miles @ 0.59 per mile	\$566.40
Per diem		3 days @ \$61 per day	\$183.00
TOTAL DIRECT COSTS (OVERHEAD AND LABOR)			\$10,892.00



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

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

Memorandum

To: CORTEZ CITY COUNCIL
From: PATRICK COLEMAN, CITY ATTORNEY
Date: 07/02/2024
RE: Resolution No. 14, Series 2024

DISCUSSION

Colorado House Bill 24-1175, which has been codified as C.R.S. § 29-4-1201, et seq., gives Colorado local governments certain rights of first refusal and first offer in connection with the sale of certain types of affordable housing properties by private sellers. The statute allows local governments to waive their rights of first refusal and first offer if they do not want to become purchasers or sellers of affordable housing.

BACKGROUND

When City Staff briefed the Council about a new (Colorado House Bill 24-1175, which has been codified as C.R.S. § 29-4-1201, et seq.) that requires sellers of qualifying affordable housing units to notify local governments of their intent to sell the housing units, and gives the local governments the right of first refusal and first offer, Council directed City Staff to prepare a resolution that Council could consider that would waive the City's right of first refusal and first offer.

FISCAL IMPACT

Not analyzed.

RECOMMENDATION

Staff recommends that Council approve Resolution No. 14, Series 2024, a resolution Waiving the Right of the City of Cortez, Colorado to First Refusal and First Offer in Connection with the Sale of Affordable Housing.

MOTION

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

I move that City Council approve Resolution No. 14, Series 2024, a resolution Waiving the Right of the City of Cortez, Colorado to First Refusal and First Offer in Connection with the Sale of Affordable Housing.

Attachments

Resolution No. 14, Series 2024

**CITY OF CORTEZ
RESOLUTION NO. 14, SERIES 2024**

**A RESOLUTION WAIVING THE RIGHT OF THE CITY OF CORTEZ, COLORADO
TO FIRST REFUSAL AND FIRST OFFER IN CONNECTION WITH THE SALE OF
AFFORDABLE HOUSING**

WHEREAS, Colorado House Bill 24-1175, which has been codified as C.R.S. § 29-4-1201, *et seq.*, (the “House Bill”) gives Colorado local governments certain rights of first refusal and first offer in connection with sale of certain types of residential real properties that are defined as a “Qualifying Property” pursuant to C.R.S. § 29-4-1202(1) or C.R.S. § 29-4-1203(1); and

WHEREAS, the intent of the House Bill is to allow local governments an opportunity to purchase from private owners qualifying multifamily rental properties that were initially constructed or converted into affordable housing by the imposition of restrictive covenants or other recorded agreements to ensure affordability; and

WHEREAS, pursuant to C.R.S. § 29-4-1202(2)(g)(I), a local government has the right to waive its right of first refusal, and pursuant to C.R.S. § 29-4-1203(2)(e)(I), a local government has the right to waive its right of first offer provided by the House Bill; and

WHEREAS, the City Council of the City of Cortez desires to exercise its right to waive its right of first refusal and its right of first offer.

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

THAT, the City Council supports efforts by the private sector and the marketplace to help increase the supply of affordable housing in Cortez; and

THAT, the City Council determines that it is not appropriate for the City of Cortez to be a party to transactions that result in the City purchasing, owning, managing or leasing affordable housing; and

THAT, the City hereby waives its right of first refusal pursuant to C.R.S. § 29-4-1202(2)(g)(I), and waives its right of first offer pursuant to C.R.S. § 29-4-1203(2)(e)(I).

MOVED, SECONDED, AND ADOPTED THIS 9th DAY OF JULY, 2024.

{Signatures on following page}

CITY OF CORTEZ

Rachel B. Medina, Mayor

ATTEST:

Linda Smith, City Clerk