



**PLANNING AND ZONING
COMMISSION MEETING
JUNE 4, 2024
6:30 P.M.**

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE
2. Approval of the Planning & Zoning Commission Meeting Minutes of March 5, 2024.
3. PUBLIC PARTICIPATION - There is no limit to the number of speakers, although public comments will be held to an overall time limit of 30 minutes. Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter.
4. PUBLIC HEARING
 - a. 1880 Industrial Rd. proposed continuance.
1880 Industrial Rd. proposed continuance.

Presenter: Nancy Dossdall, Contract City Planner
 - b. **Resolution No. 4, Series 2024, Body by Design**
Resolution No. 4, Series 2024, Site Plan review for The VaultProperty, LLC, Terry Tevault, applicant, Body by Design.

Presenter: Nancy Dossdall, Contract City Planner
5. OTHER ITEMS OF BUSINESS
 - a. **Montezuma County Subdivision and Re-zoning Application**
Planning and Zoning Commission will consider.

Presenter: Nancy Dossdall, Contract City Planner
 - b. Building Permits Issued April and May 2024
Planning and Zoning Commission will consider approving

Presenter:
 - c. **General discussion on Montezuma County planning projects within the City's one-mile to three-mile zones of influence.**
None

Presenter: Rachael Marchbanks, Director of Community & Economic Development
6. ADJOURNMENT



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 04, 2024

Agenda Item: 2.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: Approval of the Planning & Zoning Commission Meeting Minutes of March 5, 2024.

Attachments

P&Z March minutes

PLANNING & ZONING COMMISSION

REGULAR MEETING

TUESDAY, MARCH 5, 2024

1. The meeting was called to order in the City Council Chambers at 6:30 p.m., and opened with the Pledge of Allegiance. Commissioners present were Chairperson Robert Rime, Vice Chairperson Katrina Weiss, Jim Skvorc, Emily Waldron and Bob Bright.

Staff present included: Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosedall, City Attorney Patrick Coleman, Public Works Secretary Karie Beougher, IT Support Aaron Holleman, and Deputy City Clerk Cheryl Lindquist.

2. Approval of the Regular Meeting Minutes of January 16, 2024.

Commissioner Skvorc moved that the minutes for January 16, 2024 be approved.

Vice Chairperson Weiss seconded the motion and the vote was as follows:

Bright	Skvorc	Waldron	Weiss	Rime
Yes	Yes	Present	Yes	Yes

Commissioner Waldron was absent from the January 16, 2024 meeting.

3. PUBLIC PARTICIPATION: none

4. PUBLIC HEARINGS:

- a. Resolution No. 2, Series 2024, Conditional Use Permit for Bell Beef Mobile Vending Unit: Contract City Planner Nancy Dosedall presented the request from Kasey Bell of Bell Beef for a Conditional Use Permit to park his mobile vending unit on property located at 145 E. Main St., owned by 145 E. Main St. Trust. It will be a temporary set-up from 2:00 PM to 6:00 PM, Tuesday thru Thursday, year around. This is the first request for a mobile vendor in the Central Business District under the revised code allowing vending units with a Conditional Use Permit.

Chairman Rime opened the public hearing. Dennis Giesler, owner of 145 E. Main St. spoke about how hard a group of citizens worked for the change in the Land Use Code to allow the mobile vending units in the CBD and how pleased they are the City is now moving forward with mobile vending. He did say it seems like a long process and hopes it gets easier in the future. There was no one else to speak so the hearing was closed.

There was discussion by the commissioners about this being the first application since the code revision and how the process will become easier as more applications are submitted.

The time line of three years before renewal was acceptable, but there were concerns about the one-year review. Staff pointed out that if any issues were reported at any time during the year they would be immediately investigated and it is not up to the applicant to reach out to the City, the City will be responsible for the review if necessary.

Vice Chairperson Weiss added that if the City would enforce regulations and fees for business licenses it could reduce the time frame. She then moved that the Planning and Zoning Commission approve Resolution No. 2, Series 2024 recommending City Council to approve the Conditional Use Permit with three conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
2. The applicant shall comply with all stipulations of the submittal documents.
3. The Conditional Use Permit is valid for a total of three years from the date of approval with a staff review after one year to ensure there have been no issues or concerns with the use.

Commissioner Waldron seconded the motion with the vote as follows:

Bright	Skvorc	Waldron	Weiss	Rime
Yes	Yes	Yes	Yes	Yes

- b. Resolution No. 3, Series 2024, Rezone for a property at TBD (Driscoll), Subdivision: CORNETTS SUB AMD Lot: 1-5 Block: 6 & E 15FT LOT 6 Subdivision: CORNETTS SUB AMD Lot: 7-10 Block: 6 B369 P66 B454 P805 from R2, Residential Multi-family to MH, Residential Manufactured Home District: The applicant, Casey Spitzer representing The Spitzer Group, LLC, with written permission from the owner, is requesting a rezone to MH, Residential Manufactured Housing Zone. The two districts have similar use standards and the same density standards. The major difference is that the MH District allows for manufactured homes, manufactured home parks and manufactured home subdivisions while requiring a Conditional Use Permit for multi-family uses. The applicant states he will be using the property to locate one new manufactured home on the property closest to Alma to avoid the flood plain.

Chairman Rime opened the public hearing and three neighbors spoke against the rezone. There were no more speakers so the public hearing was closed.

The Commission discussed the difference between flood plain and wetlands. City Attorney Coleman reminded the Commissioners that they were here to make a recommendation to City Council only.

Commissioner Skvorc made a motion to recommend that Council approve the requested rezone from R2 to MH for the property located at TBD (Driscoll), as submitted by Casey

Spitzer, with written permission from the owner, through P&Z Resolution No. 3, Series 2024 with four findings:

- a. The property is adjacent to and accessed through neighborhoods developed and zoned MH.
- b. The community will benefit from use of the property by the development of a currently vacant parcel within City limits.
- c. Adequate facilities are available to be extended to serve development for the type and scope suggested by the proposed zone.
- d. The proposal is in conformance with the policies, intents and requirements of the Cortez Comprehensive Plan.

Commissioner Bright seconded the motion with the vote as follows:

Bright	Skvorc	Waldron	Weiss	Rime
Yes	Yes	No	Yes	Yes

5. UNFINISHED BUSINESS: none

6. NEW BUSINESS: none

7. OTHER ITEMS OF BUSINESS:

January and February Permits Issues

8. ADJOURNMENT:

Commissioner Waldron moved that the meeting be adjourned.

Vice-Chairperson Weiss seconded the motion and the vote was as follows:

Bright	Skvorc	Waldron	Weiss	Rime
Yes	Yes	Yes	Yes	Yes

PLANNING & ZONING COMMISSION

Robert Rime, Chairperson

ATTEST:

Cheryl Lindquist, Deputy City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 04, 2024

Agenda Item: 4. a.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: 1880 Industrial Rd. proposed continuance.

BACKGROUND

See Attached.

ISSUES

See Attached.

RECOMMENDATION

Staff recommends continuance of the application for the site development plan to July 2, 2024, to allow additional time for the applicant to prepare a complete application and for independent review of the drainage report.

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

I make a motion that the Planning and Zoning Commission continue the hearing for the site development plan for an office/shop building on property located at 1880 Industrial Rd, Cortez, Colorado, in the Industrial (I) zone to the regular planning commission meeting to be held on July 2, 2024.

Attachments

Staff Report

Site Plan and Drainage



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

Meeting Date: June 4, 2024
Project No. PL- LU24-0006

MEMO

TO: Members of the Cortez Planning and Zoning Commission

FROM: Nancy Dossdall, Contract City Planner

SUBJECT: Public Hearing on an Application for a site plan for a 4,000 sq. ft. office/shop structure to be located at 1880 Industrial Rd., Cortez CO (the “Property”), zoned Industrial.

APPLICANT: 1880 Industrial LLC

OWNER: 1880 Industrial LLC

BACKGROUND

The applicants have submitted a request for site plan review for a new 4,000 sq. ft. office/shop building located at 1880 Industrial Rd. Since the submittal, drainage issues have been raised. City staff is working with a professional engineer to ensure compliance with all provisions of the Land Use Code. Additional time is needed to complete this review.

ALTERNATIVES

1. The Commission can recommend that the Council approve application for the site development plan for the proposed office/shop building on property located at 1880 Industrial Rd., Cortez, Colorado, in the Industrial (I) zone; or
2. The Commission can recommend denial of the application for the site development plan and state its reasons; or
3. The Commission can ask for more information and continue the application to a date certain; or
4. The Commission can recommend that Council approve the application for the site development plan, and state any conditions it feels would be necessary to ensure compliance with the Land Use Code.

RECOMMENDATION

Staff recommends Alternative “3” above, continuance of the application for the site development plan to July 2, 2024 to allow additional time for the applicant to prepare a complete application and for independent review of the drainage report.

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

I make a motion that the Planning and Zoning Commission continue the hearing for the site development plan for an office/shop building on property located at 1880 Industrial Rd, Cortez, Colorado, in the Industrial (I) zone to the regular planning commission meeting to be held on July 2, 2024.

**Drainage Study
for the
Proposed Development of
Lot 3
Cortez Industrial Park**

**Tract in Section 23, T.36N., R.16W., N.M.P.M., City of Cortez,
Montezuma County, Colorado**

Prepared for: Larry and Dona Thompson

**Prepared by:
Thomas Engineering
2194 Golf Course Lane
Cortez, CO 81321**

July 11, 2023

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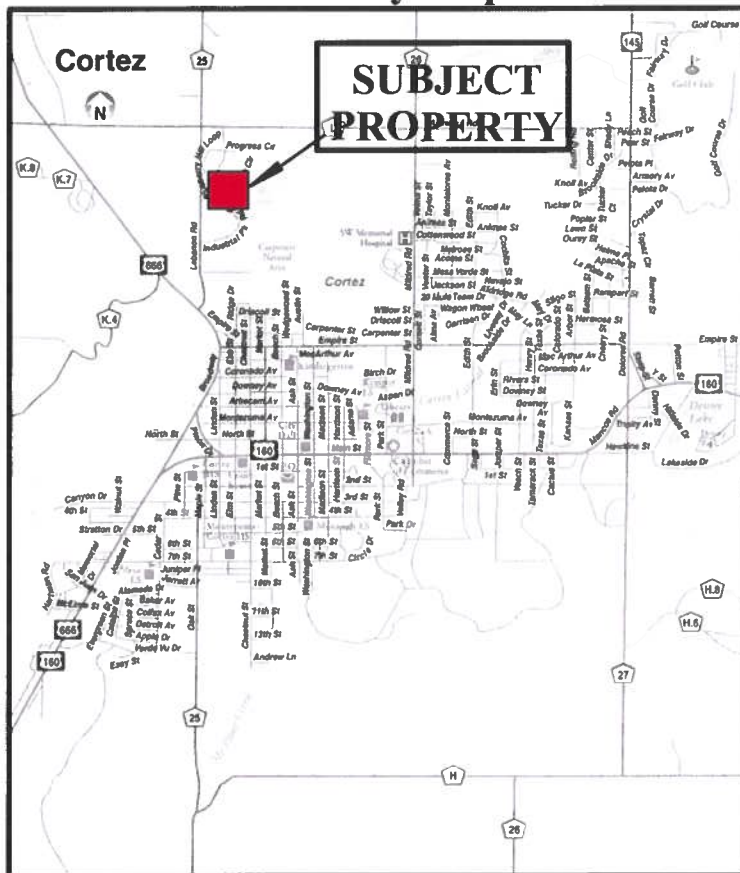
Introduction

The project is the proposed commercial development of 3, Cortez Industrial Park in Section 23, T.36N., R.16W., N.M.P.M., City of Cortez, Montezuma County, Colorado, into a commercial shop for LePew Porta-Johns.

Location of Project

The project is located as shown in the vicinity map below.

Vicinity Map



The tract is bounded on the west by Industrial Park Road, on the north by Lots 2 and 12 of the Cortez Industrial Park, on the south by Lots 4A and 4B of the Cortez Industrial Park, and on the east by Geer Natural Area.

Aerial View of Subject Property

The site is located in an arid region. There is a minor drainage that crosses the south line of the property and a more substantial one that flows along the east property line.



Purpose

Since the tract is larger than one acre, this drainage study is being performed to comply with the EPA Stormwater regulations regarding post-construction runoff control; minimum control measures as defined by the EPA. The tract is being developed into a 4,000 sq. ft. shop for the LePew Porta Johns business which will be used for office space, storage, and maintenance. This shop will cover 2.21% of the entire tract. The post-construction runoff will not be materially impacted (an increase of 0.20 cfs for the 100-year storm; see Appendix A). Management of any increased runoff can be accomplished with erosion control measures and sheet flow drainage to slow runoff.

Regional Drainage Plan

All stormwater runoff control in the area is currently being managed on a development-by-development basis. Each individual property is required to manage any impact made to the drainage system as the properties are developed. Historically, the flow on this particular site has been sheet flow and shallow concentrated flow in an easterly direction, eventually discharging into the McElmo Creek watershed.

Hydrologic Analysis

Off-Site Hydrology

The drainage passing along the east line will be left essentially as it is. The drainage along the south line has been cleaned out and reconstructed as of this date along its historical route. The use of properly maintained erosion control will allow this drainage to flow unimpeded. All off-site flows will be allowed to flow around the property in their historic manner.

Impact(s) to Proposed Project Site

The drainage ways referenced above pass around the proposed subdivision with little detrimental impact and will discharge in their historic drainage ways with no interference.

On-Site Hydrology

The site is approximately 4.16 acres in size. The historic flow across this tract is sheet flow in a southeasterly direction. This flow pattern will remain essentially unchanged. The site has been graded to route all additional runoff from the proposed structure easterly over a gently graded slope to eventually intersect the drainage along the east line.

Methodology & Criteria

The flow calculations used in determining peak flows are shown in Appendix A. The rational method was used for these flow calculations. All pre- and post-construction runoff volumes were determined based on the 100-year, 1-hour duration storm. The rainfall intensities for these events were provided by the City of Cortez in accordance with their historic stormwater information.

Conclusion

In conclusion, it is anticipated that with proper maintenance of drainage ways and structures, the stormwater runoff plan for this development will route the additional storm runoff amounts as required in an appropriate manner while minimizing the possible flood damage to surrounding properties and structures.



Terri Thomas, PE 34748, PLS 37995

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: Industrial Park Lot 3
 Catchment ID: Historic

I. Catchment Hydrologic Data

Catchment ID = 1
 Area = 4.16 Acres
 Percent Imperviousness = 0.00 %
 NRCS Soil Type = B, A, B, C, or D

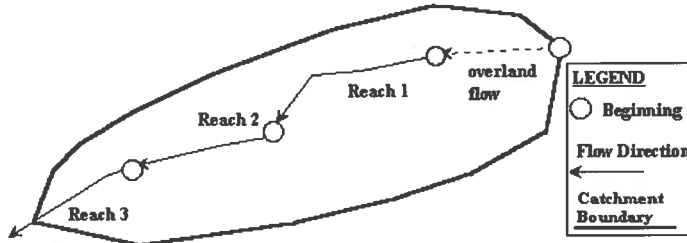
II. Rainfall Information $I \text{ (inch/hr)} = C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 100 years (input return period for design storm)
 $C1$ = 28.50 (input the value of C1)
 $C2$ = 10.00 (input the value of C2)
 $C3$ = 0.786 (input the value of C3)
 $P1$ = 1.72 inches (input one-hr precipitation—see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.35
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C.)
 5-yr. Runoff Coefficient, $C-5$ = 0.08
 Override 5-yr. Runoff Coefficient, C = (enter an override C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S	Length L	5-yr Runoff Coeff	NRCS Conveyance	Flow Velocity V	Flow Time Tf
	ft/ft input	ft input	C-5 output	input	fps output	minutes output
Overland	5.4500	652	0.08	N/A	1.84	5.91
1						
2						
3						
4						
5						
Sum		652				

Computed T_c = 5.91
 Regional T_c = 13.62
 User-Entered T_c = 5.91

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c , I = 5.57 inch/hr
 Rainfall Intensity at Regional T_c , I = 4.08 inch/hr
 Rainfall Intensity at User-Defined T_c , I = 5.57 inch/hr

Peak Flowrate, Q_p = 8.11 cfs
 Peak Flowrate, Q_p = 5.94 cfs
 Peak Flowrate, Q_p = 8.11 cfs

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: Industrial Park Lot 3
 Catchment ID: Post Construction

I. Catchment Hydrologic Data

Catchment ID = 1
 Area = 4.16 Acres
 Percent Imperviousness = 2.21 %
 NRCS Soil Type = B A, B, C, or D

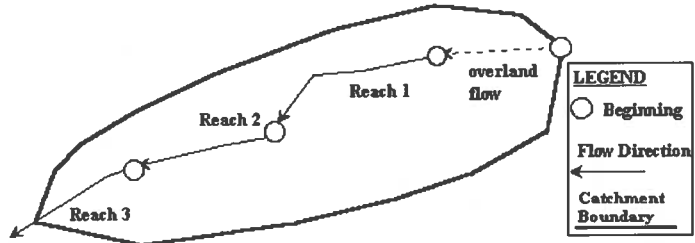
II. Rainfall Information I (inch/hr) = $C1 * P1 / (C2 + Td)^{C3}$

Design Storm Return Period, T_r = 100 years (input return period for design storm)
 $C1$ = 28.50 (input the value of $C1$)
 $C2$ = 10.00 (input the value of $C2$)
 $C3$ = 0.786 (input the value of $C3$)
 $P1$ = 1.72 inches (input one-hr precipitation—see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.36
 Override Runoff Coefficient, C = (enter an override C value if desired, or leave blank to accept calculated C .)
 5-yr. Runoff Coefficient, $C-5$ = 0.08
 Override 5-yr. Runoff Coefficient, C = (enter an override $C-5$ value if desired, or leave blank to accept calculated $C-5$.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/Field	Short Pasture/Lawns	Nearly Bare Ground	Grassed Swales/Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S	Length L	5-yr Runoff Coeff	NRCS Conveyance	Flow Velocity V	Flow Time T _f
	ft/ft	ft	C-5		fps	minutes
Overland	5.4500	723	0.08	N/A	1.95	6.18
1						
2						
3						
4						
5						
Sum		723				

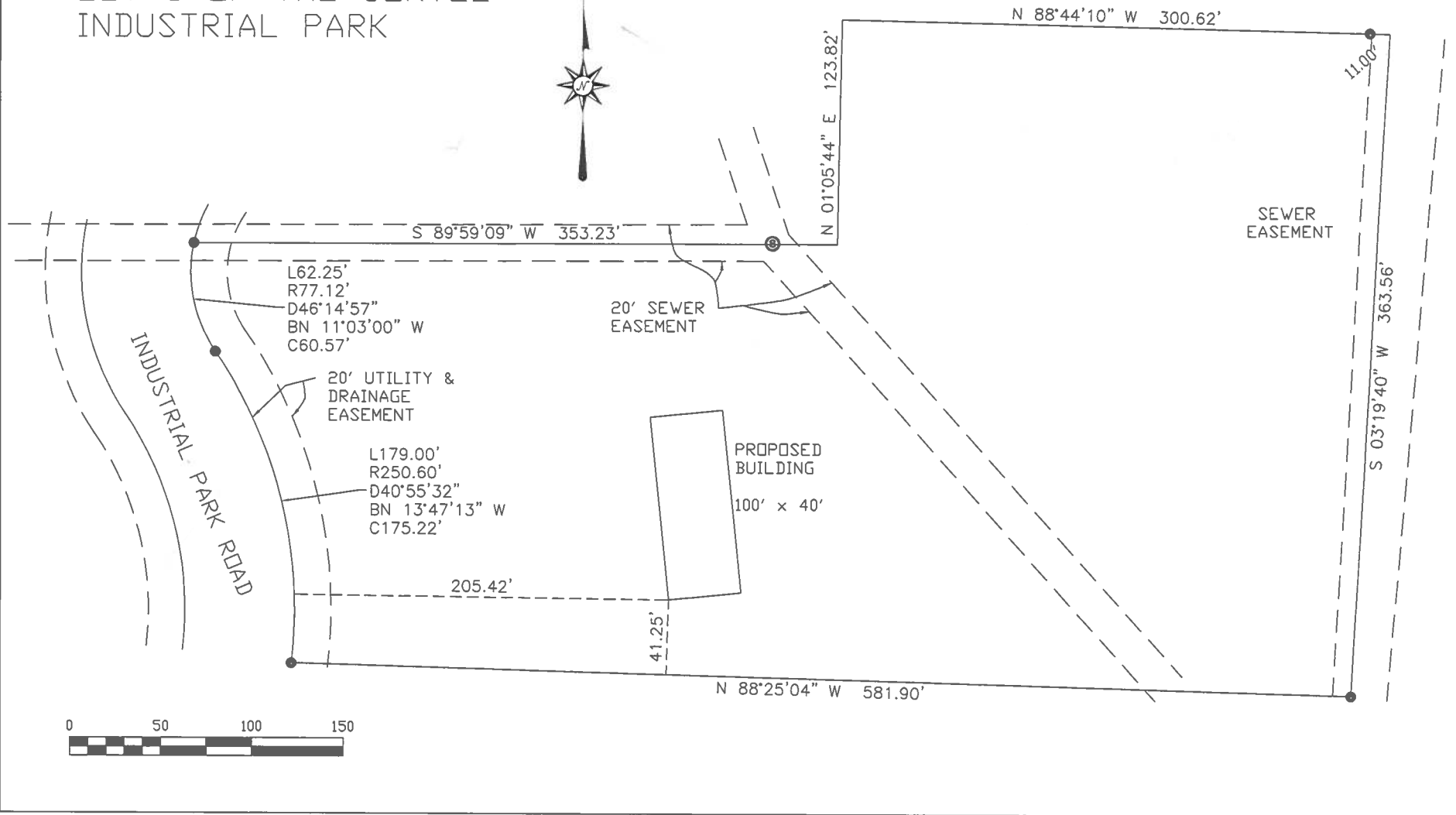
Computed T_c = 6.18
 Regional T_c = 14.02
 User-Entered T_c = 6.18

IV. Peak Runoff Prediction

Rainfall Intensity at Computed T_c, I = 5.50 inch/hr
 Rainfall Intensity at Regional T_c, I = 4.03 inch/hr
 Rainfall Intensity at User-Defined T_c, I = 5.50 inch/hr

Peak Flowrate, Q_p = 8.31 cfs
 Peak Flowrate, Q_p = 6.09 cfs
 Peak Flowrate, Q_p = 8.31 cfs

LOT 3 OF THE CORTEZ INDUSTRIAL PARK



LARRY THOMPSON - LE PRW

Preliminary Site Plan of 1880 Industrial Road

Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado

Vicinity Map

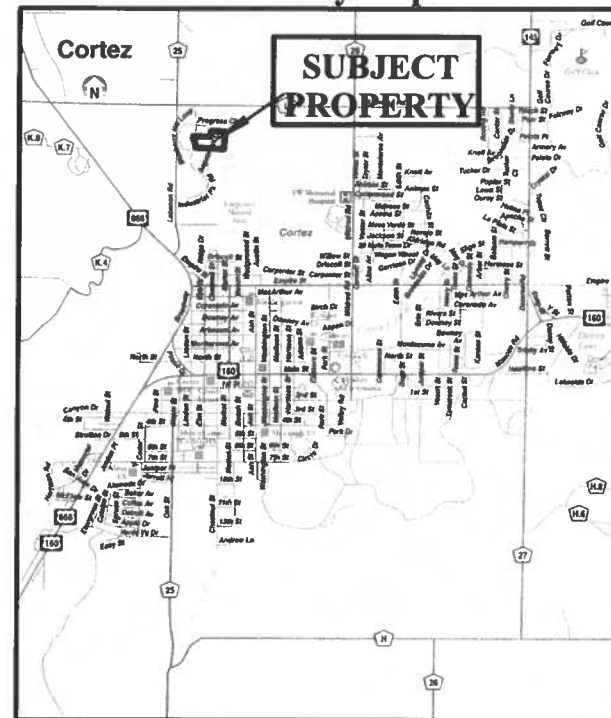
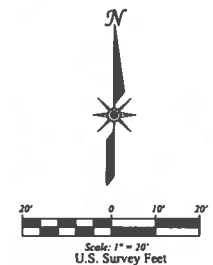


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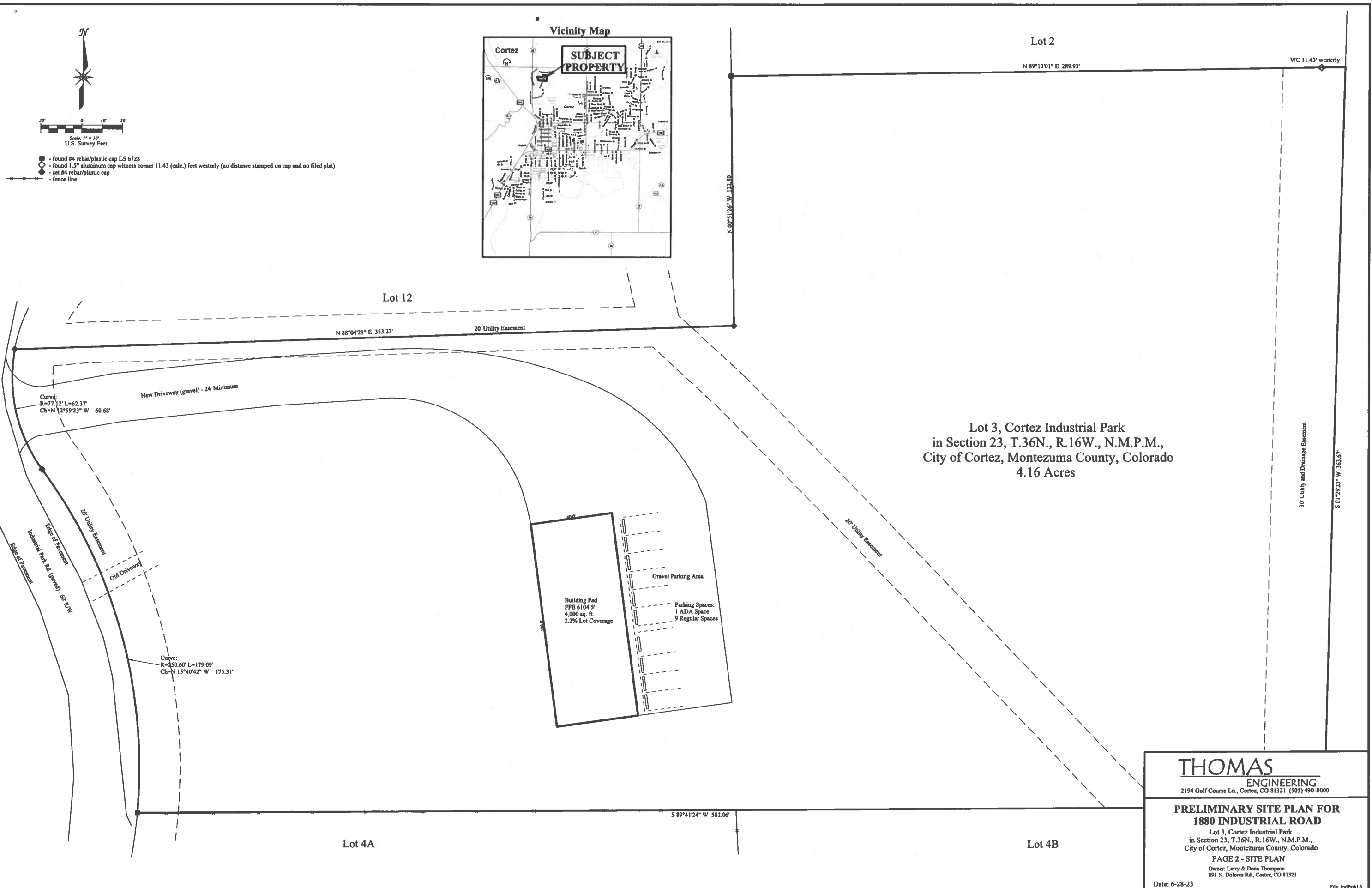
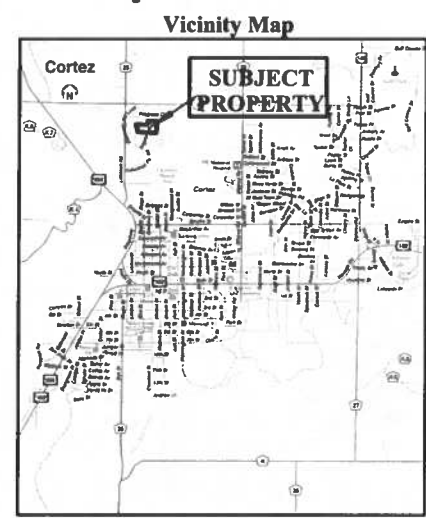
- Page 1 Cover Sheet
- Page 2 Site Plan
- Page 3 Utility Plan View
- Page 4 Grading/Drainage Plan View
- Page 5 Landscape Plan
- Page 6 Storm Water Mitigation Plan

THOMAS
ENGINEERING
2194 Golf Course Ln., Cortez, CO 81321 (505) 490-8000

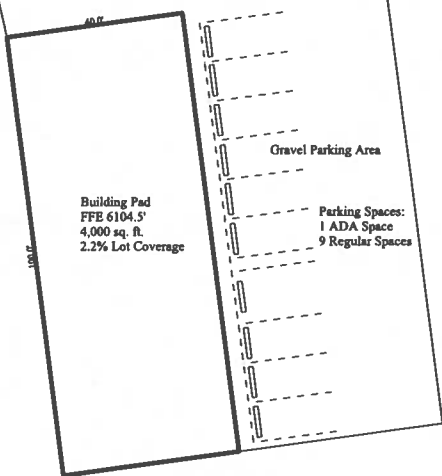
**PRELIMINARY SITE PLAN FOR
1880 INDUSTRIAL ROAD**
Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado
PAGE 1 - COVER SHEET
Owner: Larry & Debra Thompson
891 N. Dolores Rd., Cortez, CO 81321



- - found #4 rebar/plastic cap LS 6728
- ◇ - found 1.5" aluminum cap witness corner 11.43 (calc.) feet westerly (no distance stamped on cap and no filed plat)
- ◆ - set #4 rebar/plastic cap
- - - - fence line



Lot 3, Cortez Industrial Park
 in Section 23, T.36N., R.16W., N.M.P.M.,
 City of Cortez, Montezuma County, Colorado
 4.16 Acres



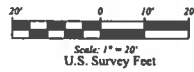
THOMAS
 ENGINEERING
 2194 Golf Course Ln., Cortez, CO 81321 (505) 490-8000

**PRELIMINARY SITE PLAN FOR
 1880 INDUSTRIAL ROAD**

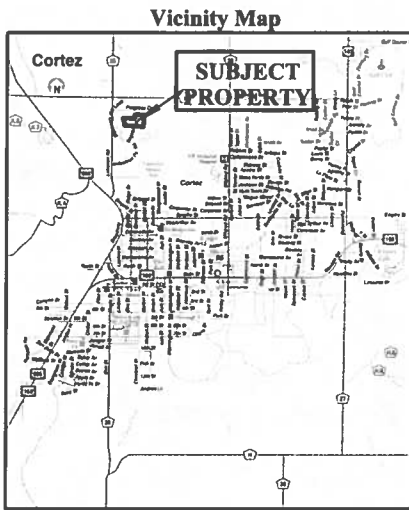
Lot 3, Cortez Industrial Park
 in Section 23, T.36N., R.16W., N.M.P.M.,
 City of Cortez, Montezuma County, Colorado

PAGE 2 - SITE PLAN
 Owner: Larry & Dona Thompson
 891 N. Dolores Rd., Cortez, CO 81321

Date: 6-28-23 File: IndParkL3



- ◆ - found #4 rebar/plastic cap LS 6728
- ◆ - found 1.5" aluminum cap witness corner 11.43 (calc.) feet westerly (no distance stamped on cap and no filed plat)
- ◆ - set #4 rebar/plastic cap
- - - - - fence line
- Sewer Line
- Sewer Service Line (approx. location)
- Power Line (underground)
- Power Service Line (approx. location)
- Water Line
- Water Service Line (approx. location)
- Gas Line
- Gas Service Line (approx. location)
- Fiber Optics Line
- Fiber Optics Service Line (approx. location)



Lot 2

N 89°13'01" E 289.93'

WC 11.43' westerly

N 00°51'26" W 122.80'

Lot 12

N 88°04'21" E 353.23'

New Driveway (gravel) - 24' Minimum

Curve:
R=77.12' L=62.37'
Ch=N 12°59'23" W 60.68'

Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado
4.16 Acres

S 01°29'23" W 363.67'

Transformer

Sewer Cleanout

Water Shub Out

Building Pad
FFE 6104.5'
4,000 sq. ft.
2.2% Lot Coverage

Sewer Line

Curve:
R=250.60' L=179.09'
Ch=N 15°40'42" W 175.31'

S 89°41'24" W 582.06'

Lot 4A

Lot 4B

THOMAS
ENGINEERING
2194 Golf Course Ln., Cortez, CO 81321 (505) 490-8000

**PRELIMINARY SITE PLAN FOR
1880 INDUSTRIAL ROAD**

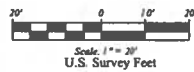
Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado

PAGE 3 - UTILITY PLAN

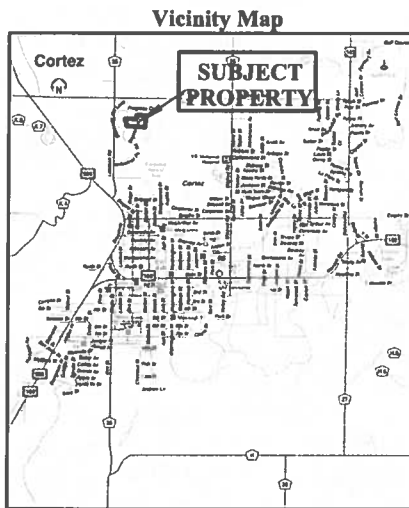
Owner: Larry & Dona Thompson
891 N. Dolores Rd., Cortez, CO 81321

Date: 6-28-23

File: IndPark3



- ◆ found #4 rebar/plastic cap LS 6728
- ◆ found 1.5" aluminum cap witness corner 11.43 (calc.) feet westerly (no distance stamped on cap and no filed plat)
- ◆ set #4 rebar/plastic cap
- fence line



Lot 2
N 89°13'01" E 289.93'

WC 11.43' westerly

Remainder of Lot 3 to remain unchanged at this time other than the grading work done to level the area.

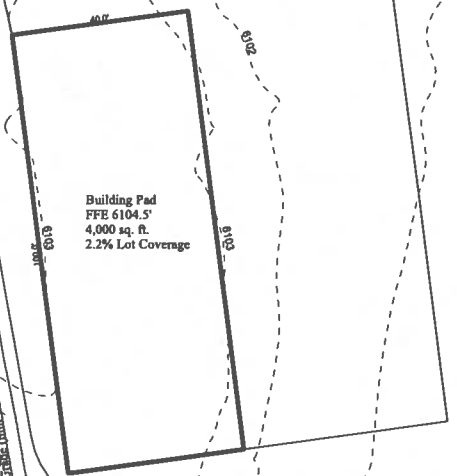
Clean up existing drainage ditch in this area

Construct new drainage way in this area.

Add fill in low areas to grade

- - - Denotes existing topo line
- - - Denotes proposed topo line
- Contour Interval: 1 ft.
- Contours as per survey done in May, 2023 by Huddleston Land Surveying.

Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado
4.16 Acres



New Driveway (gravel) - 24' Minimum

Curve:
R=77.12' L=62.37'
Ch=N 12°59'21" W 160.66'

Lot 4A

Lot 4B

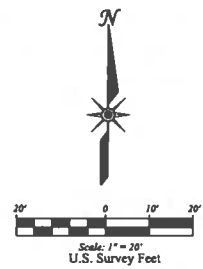
THOMAS
ENGINEERING
2194 Golf Course Ln., Cortez, CO 81321 (505) 490-8000

**PRELIMINARY SITE PLAN FOR
1880 INDUSTRIAL ROAD**
Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado
PAGE 4 - GRADING/DRAINAGE PLAN

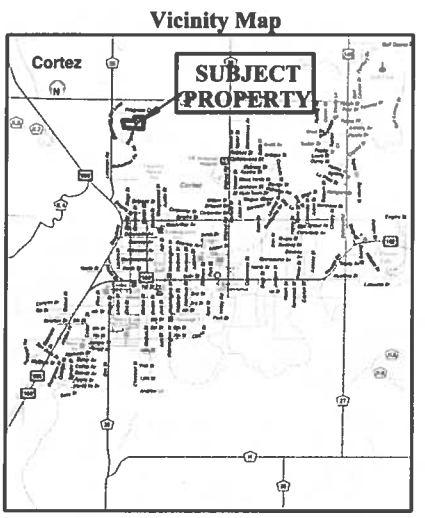
Owner: Larry & Dona Thompson
891 N. Dolores Rd., Cortez, CO 81321

Date: 6-28-23

File: IndPrel1



- - found #4 rebar/plastic cap LS 6728
- ◆ - found 1.5" aluminum cap witness corner 11.43 (calc.) feet westerly (no distance stamped on cap and no filed plat)
- ◆ - set #4 rebar/plastic cap
- - - - - fence line



N 00°51'26" W 122.80'

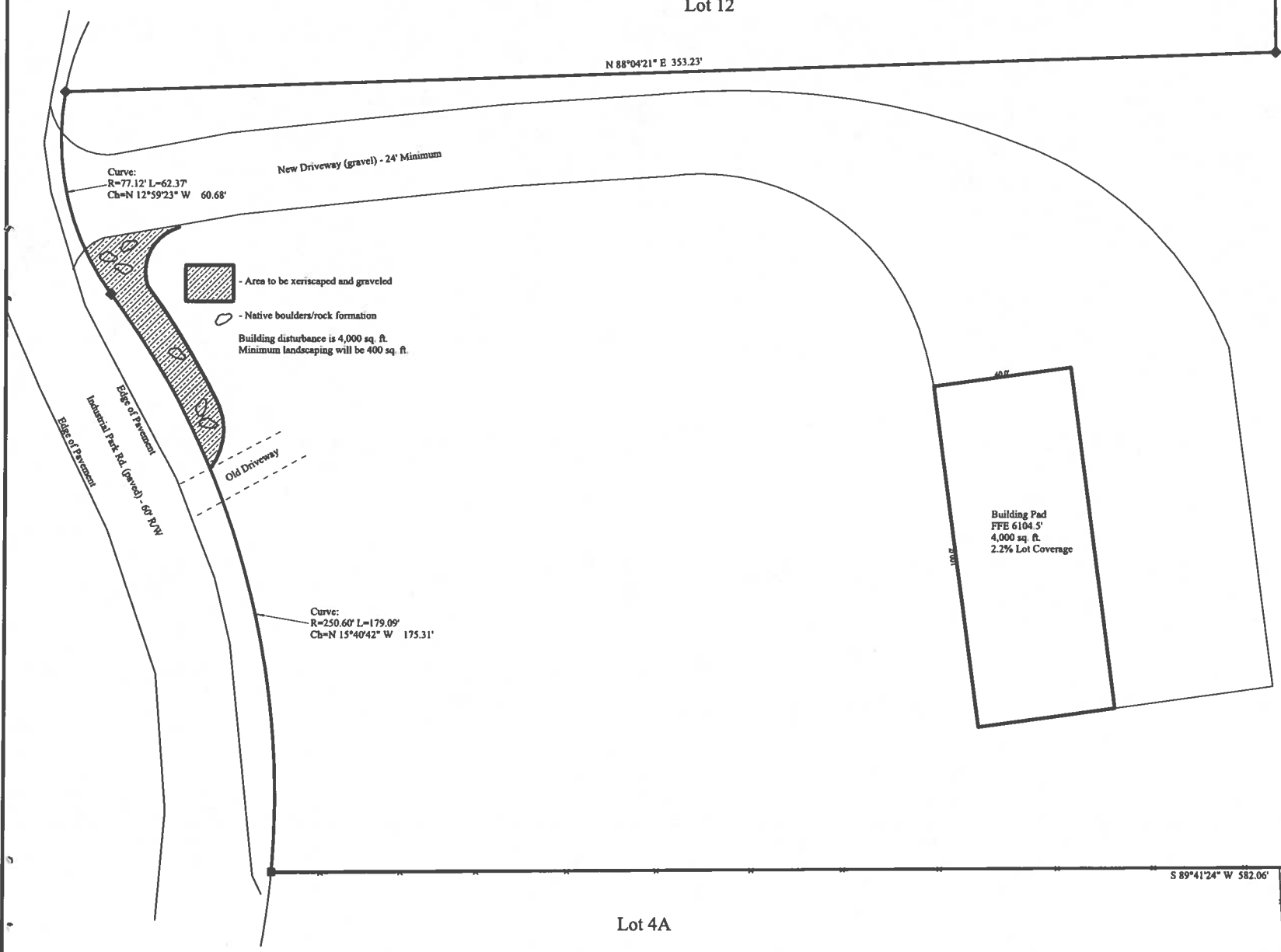
Lot 2
N 89°13'01" E 289.93' WC 11.43' westerly

Lot 12

N 88°04'21" E 353.23'

Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado
4.16 Acres

S 01°29'23" W 363.67'



Lot 4A

S 89°41'24" W 582.06'

Lot 4B

THOMAS
ENGINEERING
2194 Golf Course Ln., Cortez, CO 81321 (505) 490-8000

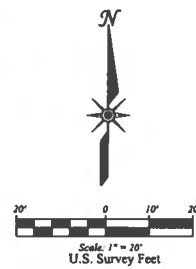
**PRELIMINARY SITE PLAN FOR
1880 INDUSTRIAL ROAD**

Lot 3, Cortez Industrial Park
in Section 23, T.36N., R.16W., N.M.P.M.,
City of Cortez, Montezuma County, Colorado

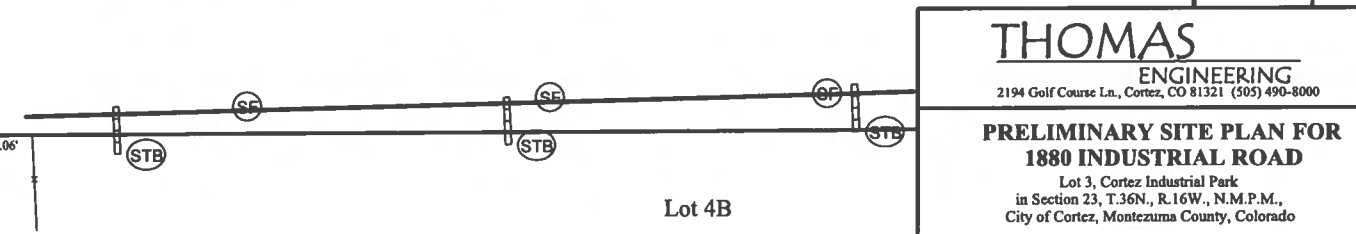
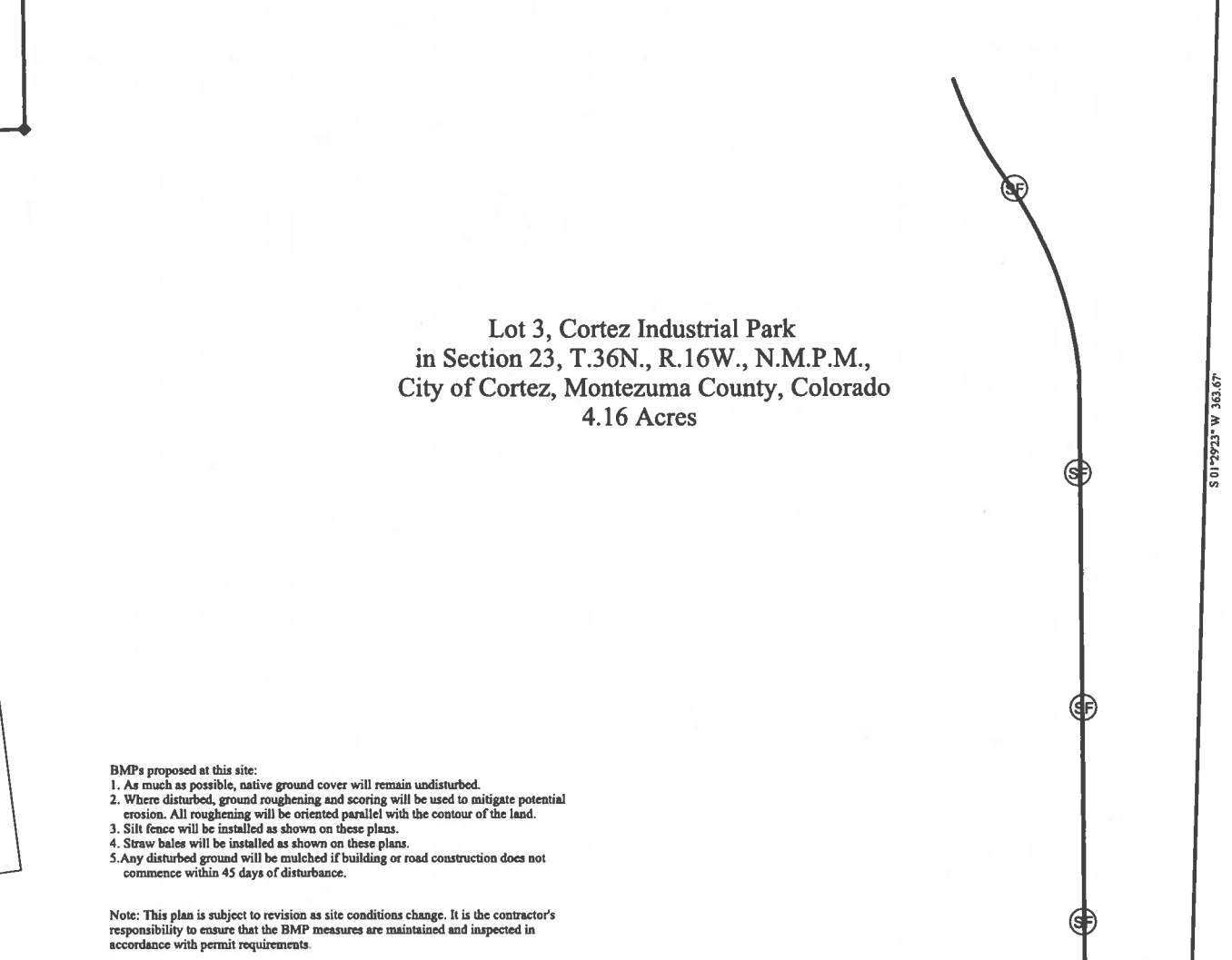
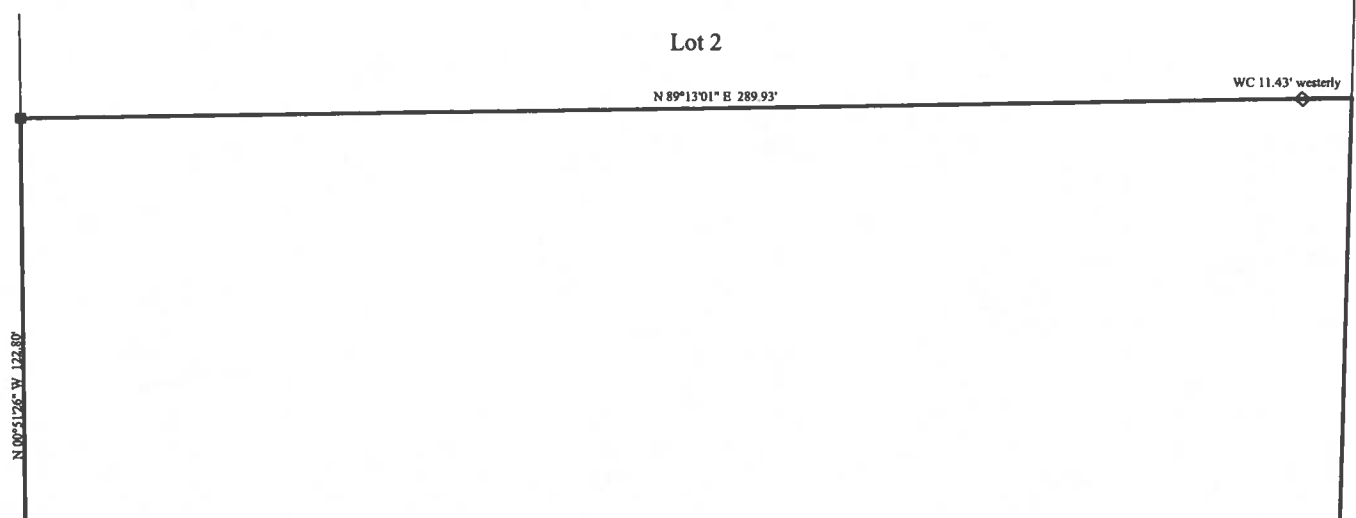
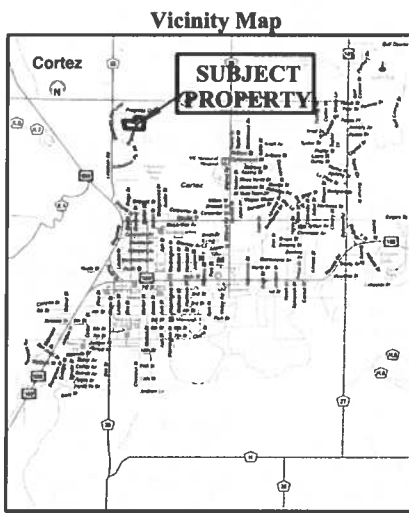
PAGE 5 - LANDSCAPE PLAN
Owner: Larry & Dora Thompson
891 N. Dolores Rd., Cortez, CO 81321

Date: 6-28-23

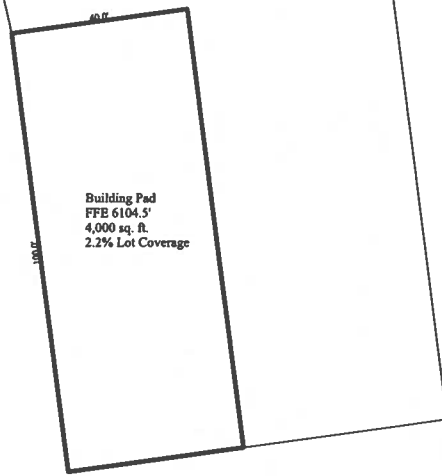
File: IndPark1.J



- - found #4 rebar/plastic cap LS 6728
- ◆ - found 1.5" aluminum cap witness corner 11.43 (calc.) feet westerly (no distance stamped on cap and no filed plat)
- ◆ - set #4 rebar/plastic cap
- - - - - fence line



Lot 3, Cortez Industrial Park
 in Section 23, T.36N., R.16W., N.M.P.M.,
 City of Cortez, Montezuma County, Colorado
 4.16 Acres



- BMPs proposed at this site:
1. As much as possible, native ground cover will remain undisturbed.
 2. Where disturbed, ground roughening and scoring will be used to mitigate potential erosion. All roughening will be oriented parallel with the contour of the land.
 3. Silt fence will be installed as shown on these plans.
 4. Straw bales will be installed as shown on these plans.
 5. Any disturbed ground will be mulched if building or road construction does not commence within 45 days of disturbance.

Note: This plan is subject to revision as site conditions change. It is the contractor's responsibility to ensure that the BMP measures are maintained and inspected in accordance with permit requirements.

THOMAS
 ENGINEERING
 2194 Golf Course Ln., Cortez, CO 81321 (505) 490-8000

**PRELIMINARY SITE PLAN FOR
 1880 INDUSTRIAL ROAD**
 Lot 3, Cortez Industrial Park
 in Section 23, T.36N., R.16W., N.M.P.M.,
 City of Cortez, Montezuma County, Colorado
PAGE 6 - STORM WATER MITIGATION PLAN
 Owner: Larry & Dona Thompson
 891 N. Dolores Rd., Cortez, CO 81321

Date: 6-28-23

File: IndPark13



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 04, 2024

Agenda Item: 4. b.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **Resolution No. 4, Series 2024, Body by Design**

BACKGROUND

The Vault Property LLC, (Terry Tevault, the "Applicant") 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.

ISSUES

See Attached.

RECOMMENDATION

Staff recommends approval of the application for the site development plan through P&Z Resolution No. 4, Series 2024, with 5 conditions.

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

I make a motion to recommend that the Cortez City Council approve P&Z Resolution No. 4, 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 five (5) conditions.

Attachments

Staff Report

Resolution No. 4, Series 2024

Documentation



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

Meeting Date: June 4, 2024 Project
No. PL- LU24-0005

MEMO

TO: Members of the Cortez Planning and Zoning Commission

FROM: Nancy Dosedall, 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

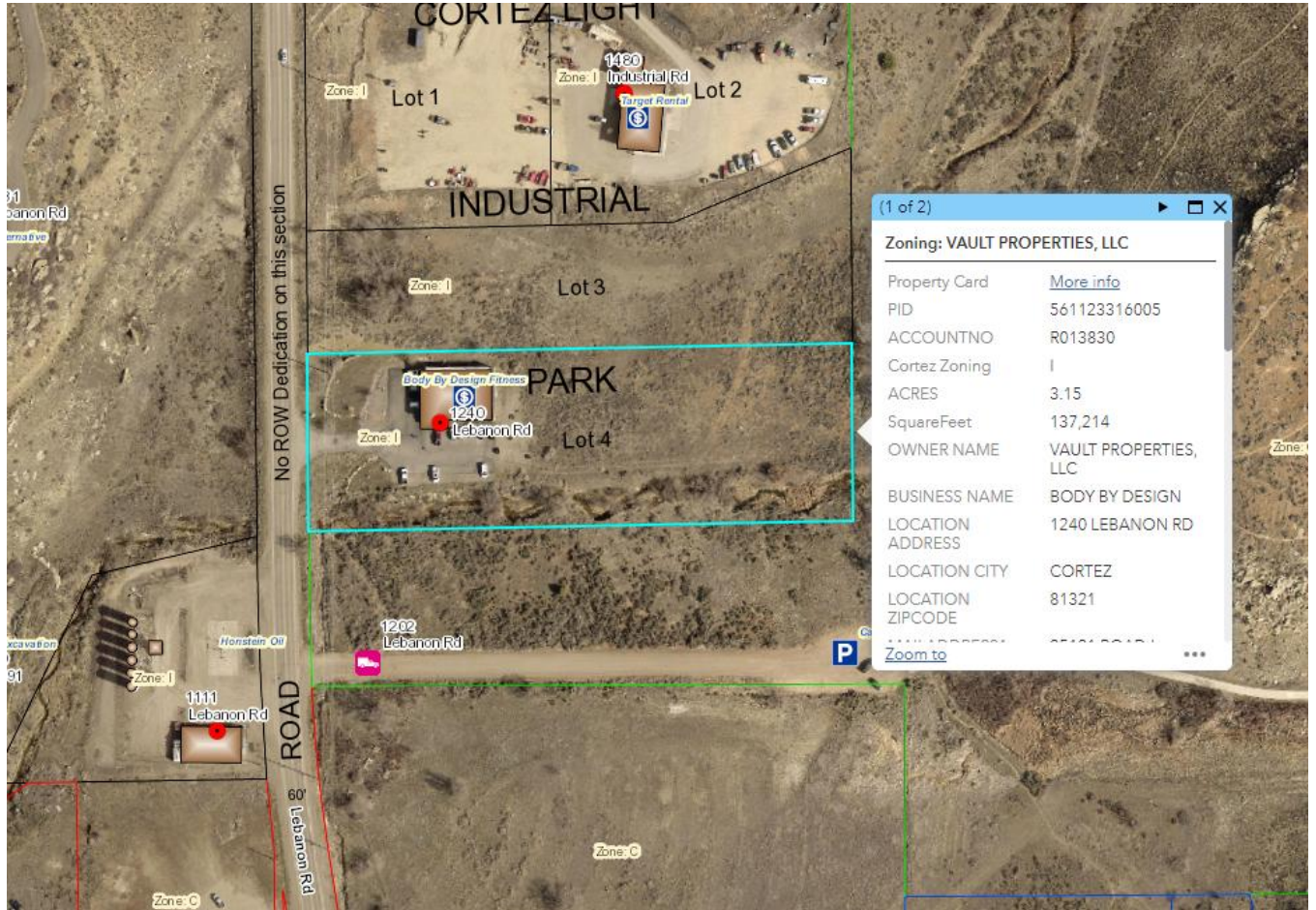
OWNER: The Vault Property LLC

ATTACHMENTS: P&Z Resolution No. 4, Series 2024
Plan Set

BACKGROUND

The Vault Property LLC, (Terry Tevault), (the “Applicant”) 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 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

ALTERNATIVES

1. The Commission can recommend that the Council approve 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 Commission can recommend denial of the application for the site development plan and state its reasons; or
3. The Commission can ask for more information and table the application, or continue the application to a date certain; or

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

RECOMMENDATION

Staff recommends Alternative “4” above, approval of the application for the site development plan through P&Z Resolution No. 4, Series 2024, with 5 conditions.

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

I make a motion to recommend that the Cortez City Council approve P&Z Resolution No. 4, 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 following conditions:

1. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications.
2. The appropriate construction drawings and reports for the project, revised as required by the City Engineer shall be signed and stamped by a Colorado licensed architect or engineer, must be approved by the Building Official and City Engineer, and a building permit obtained prior to any construction on the Property.
3. 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.

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

SITE PLANS
(Land Use Code Section 6.14)

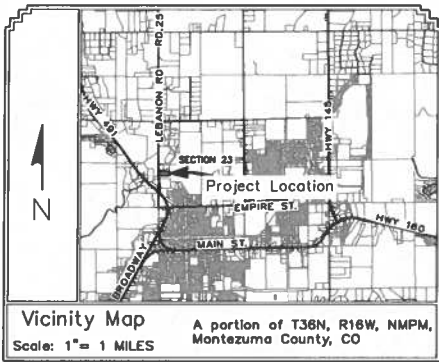
Contractor's Name: _____ Phone/Email: ttevault121@gmail.com
Owner's Name: Terry R Tevault Phone/Email: 970 560 0908
Address: 1240 Lebanon Rd Cortez Co Zone District: _____
Legal Description (Lot & Block): _____
Existing Use: Commercial Proposed Use: _____
Lot Dimensions: _____ Proposed GFA(Gross Floor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

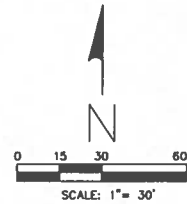
VAULT PROPERTIES, LLC

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

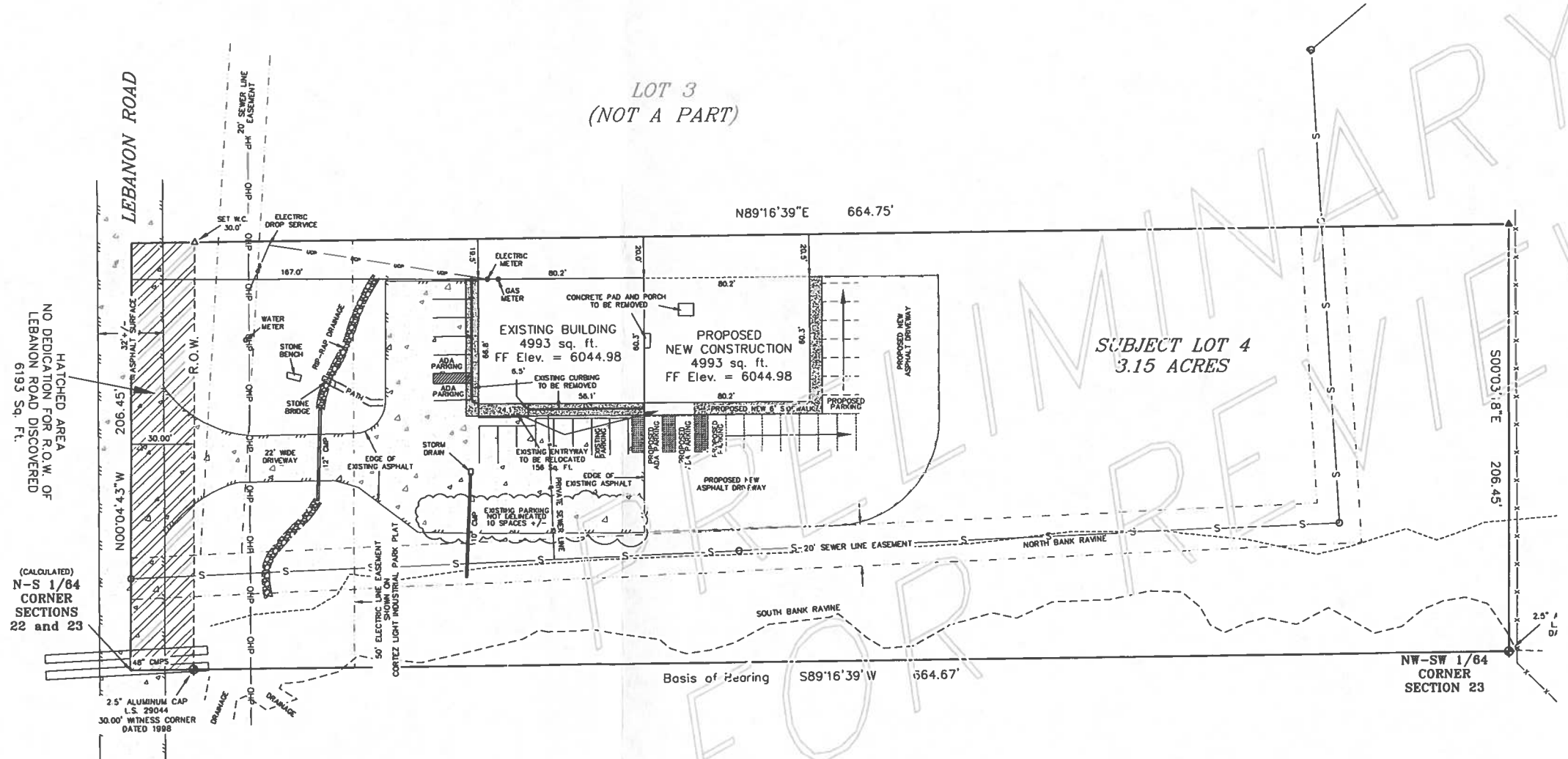
- 1) According to the laws of the State of Colorado, any legal action based on any defect in this survey must commence within three (3) years after such defect was first discovered. In no event may any legal action based upon any defect in this survey be commenced more than ten (10) years from the date 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>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>FILE: 5524-04-C7208</p>	<p>DIRECTED BY: TERRY TEVAULT SR.</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

Katherine E. Padilla
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

1240 Lebanon Rd

Body By Design Fitness

1202 Lebanon Rd

1111 Lebanon Rd

Honstein Oil

60'

Lebanon Rd

Carpenter Natural Area - West Entrance

P

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
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Total:	500.00
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Credit Cards	500.00
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Payor: Terry Tevault

Total Applied:	500.00
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Change Tendered:	.00
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04/24/2024 5:00 PM



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 04, 2024

Agenda Item: 5. a.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **Montezuma County Subdivision and Re-zoning Application**

BACKGROUND

See Attached

ISSUES

See Attached

RECOMMENDATION

Staff recommends that the Commission state any concerns and request comments be forwarded to the County if so desired.

Attachments

Staff Report
Documentation



*City of Cortez Planning
and Building
123 Roger Smith Avenue
Cortez, CO 81321*

Meeting Date: June 4,

2024

MEMO

TO: Members of the Cortez Planning and Zoning Commission

FROM: Nancy Dossdall, Contract City Planner

SUBJECT: County Development- Review of a proposed 2 lot moderate subdivision within the 1-Mile Area of Influence

ATTACHMENTS: County Application Packet Request for a proposed 2 Lot Moderate Subdivision & AR3-9 Rezoning Application, submitted by David Kimble & Falena Hunter, on property located at TBD Road H, Cortez, CO, consisting of 14.72 acres, more or less, located south of Road H, east of Road 25, situated in Section 2 Township 35N, Range 16W, N.M.P.M.

BACKGROUND

The Applicants propose to subdivide a 3+ acre parcel from a 14.72 acre parcel for a family member.

The property is located within the 1-Mile Area of Influence along County Road H. County Road H is not within the boundaries of the Master Street Plan.

The Montezuma County Planning and Zoning Commission will hold a public hearing for this permit on June 13, 2024.

RECOMMENDATION

Staff recommends that the Commission state any concerns and request comments be forwarded to the County if so desired.



Montezuma County Planning Department

109 West Main, Room 270

Cortez, CO 81321

(970) 565-2801

(970) 565-3420 Fax

PUBLIC NOTICE MONTEZUMA COUNTY PLANNING & ZONING COMMISSION

Notice is hereby given that the Montezuma County Planning and Zoning Commission will hold a Public Hearing for review and determination of a proposed 2 Lot Moderate Subdivision & AR3-9 Rezoning Application, submitted by David Kimble & Falena Hunter, on property located at TBD Road H, Cortez, CO, consisting of 14.72 acres, more or less, located south of Road H, east of Road 25, situated in Section 2 Township 35N, Range 16W, N.M.P.M. The hearing will be held Thursday, June 13, 2024 at 6:00pm, Commissioner's Hearing Room, Montezuma County Administrative Offices, 109 W. Main, Cortez, CO. Interested persons may attend and give input. Information may be obtained from the Planning Office on-line service at <https://co-montezuma-co.smartgovcommunity.com/Public/Home>; you may also contact the Planning Dept. at (970) 565-2801 with questions.

Dated this 23rd day of April, 2024

/s/ Kim Percell, Clerk,
Board of County Commissioners
Montezuma County, CO

Published in the Cortez Journal on Wednesday, May 29, 2024.



Application Date: 4/17/2024 Planning Commission Meeting Date: 6/13/2024

(All dates are subject to proper completion of submittals in preparation for the public hearing process.)

MONTEZUMA COUNTY SUBDIVISION AND RE-ZONING APPLICATION

This application is intended to give pertinent information to the Planning Department of Montezuma County for the purpose of determining the review procedure for a proposed zoning request. Nothing in this application is intended to abrogate any policy, design guideline, or standard as set forth in the Montezuma County Land Use Code, Amended November 17, 2020, Resolution No. 21-2020.

An applicant may pick up a hard copy of the Montezuma County Land Use Code for \$10.00 in office or go online for a free copy. We encourage all applicants to get a copy of the Land Use Code.

Applicant Information		
Applicant Name(s): Davie Kimble & Falena Hunter		
Mailing Address: 7590 road 25 Cortez Colorado 81321		
Phone Number: 970-759-3544		
Email Address: davidkimble@live.com		
Agent Information		
Agent(s):	Phone Number:	
Email Address:		
<small>(If the applicant is not the owner then evidence that the owner is aware of and consents to the filing of this application must be provided in writing before the application will be accepted.)</small>		
Proposed Development Information		
Current Zoning: AR10-34	Requested Zoning: AR3-9	
Number of Lots Proposed: 2	Total Acres: 14.72+/-	
Brief Description of Proposed Land Use: The applicant proposes to create a 2 Lot Moderate subdivision consisting of one 3+ acre parcel, for their daughter, and one 11.72+/- acre parcel.		
Parcel I.D. Number: 563702100023		
Property Address: TBD Road H, Cortez, CO		
Legal Description of Property	Section: 2	Township: 35N Range: 16W
Surrounding Property Information		
Brief Description of Adjacent Land Uses: The surrounding properties consist of agricultural and residential uses, along with commercial and industrial uses, with South Forty Golf Course to the west and Countryside Disposal to the east.		
Number of Lots: 2	Average Acreage Per Lot:	Total Acres: 14.72+/-

The applicant shall submit sufficient copies of a pre-sketch plan which shows the general location of the development in sufficient detail to evaluate the relationship between the development and the physical features of the land and abutting lands. See Chapter 5: Section 3: 5302 or see **the Subdivision and Rezoning Checklist.**

MONTEZUMA COUNTY SUBDIVISION AND RE-ZONING CHECKLIST

Pre-Sketch Plan

X Location of proposed development areas upon the site

X Total Acreage

X Abutting land uses, zoning designations, abutting land owners' names and addresses

X Existing roads, streets, and highways

X Major physical features including structures, buildings, boundary fencing, irrigation ditches and pipelines, utilities, topography, drainage, wetlands, noxious weed infestations and location of natural hazards

Septic

Existing Infrastructure: Yes No

Septic Permit Information Attached: Yes No In Progress

Other: The property is currently vacant

Copies of permits for existing systems are required. Installation of new systems will require permitting through the Sanitation Department. An Engineer will determine the type of septic system.

Rural Water

Existing Infrastructure: Yes No

Copy of Existing Tap Certificate: Yes No Not applicable

Service provided by: Montezuma Water Company. This property is currently vacant. Applicants spoke to manager and water tap is available. Montezuma Water Company has a 4" mainline on the south side of Road H. Montezuma Water Company currently does not provide water to the above-mentioned property but does have water available for a 5/8" residential service.

Letter Attached: Yes No

Service available for 1 additional residential use(s).

Access - Montezuma County

Copy of Current Driveway/Access Permit from Montezuma County Road Department:

Yes No In Progress

Access permit can service up to ___ residential uses. Date on Permit: _____

Interior Road Anticipated: Yes No

Access - CDOT

CDOT Access/Permit: Any development that will require a direct access off any highway shall require permitting through CDOT

Required: Yes No If yes, highway: _____

Utilities and Easements

Electric: Empire Electric Other: _____

Telephone: CenturyTel CenturyLink Farmers Other: _____

Gas Source: Atmos Energy Propane Other: _____

Irrigation Water

Irrigation Water: Yes No

If yes, provided by: _____

Covenants

Covenants Attached: Yes No

If yes: Draft Final Pages: _____

Recording Fee: \$13.00 for the first page and \$5.00 each additional page. Per County Land Use Code, minimum Covenants will be required for this project. Additions to the minimum covenants may be done by the Applicant, but subtractions cannot be made. The Applicant will be drafting covenants as the permitting process continues.

Fire Mitigation Plan

Is the property located in an area identified on the A or B Community at Risk Map, or other areas that fall outside of the A or B Zone that have native vegetative cover deemed to be a wildfire risk:

Yes, requires a Comprehensive Wildfire Mitigation Plan:

Attached In Progress

Wildfire Adapted Partnership stated this parcel does not need a wildfire mitigation plan as it is surrounded by low-fuel agricultural fields and has immediate access to a main road for emergency egress.

No, Waiver recommended by Wildfire Adapted Partnership:

Submittal of Affidavit with directional photos: Attached In Progress

Weed Plan

Weed Plan: Attached In Progress

Noxious weeds will need to be controlled by the property owner or a weed control company whenever necessary, in coordination with Montezuma County Natural Resources Department

No, Waiver Granted by Planning Department Staff

For developments requiring a geological investigation, storm water permit, drainage plan, or floodplain development permit, please see **Subdivision and Rezoning Checklist Attachment**.

Municipal Review

Cortez Dolores Mancos Not Applicable

Mineral Rights

In accordance with CRS 31-23-215, all mineral rights owners and lessees of mineral owners should be notified regarding proposed subdivision of property. The following information can be obtained from the Assessor's Office.

Names and Current Addresses of Mineral Rights Owners:

Name: David Kimble

Address: 7590 Road 25 Cortez Colorado 81321

Name: _____

Address: _____

Name: _____

Address: _____

Planned or Future Development

Are there any other development applications that effect the proposed development:

Yes, see attached No

PROHIBITION OF LEGAL ADVICE: Staff members cannot give legal advice. This prohibition includes assisting or advising with documents to file or record, completing the documents, or assessing the legality or "correctness of a document(s)." If this type of assistance is required, contact your attorney or legal advisor. C.R.S. 12-5-101

The landowner by signing this acknowledges that all federal, state, and local permits will be obtained.

David Kimble _____

Applicant

4/17/24

Date

Falena Hunter _____

Applicant

4/17/24

Date

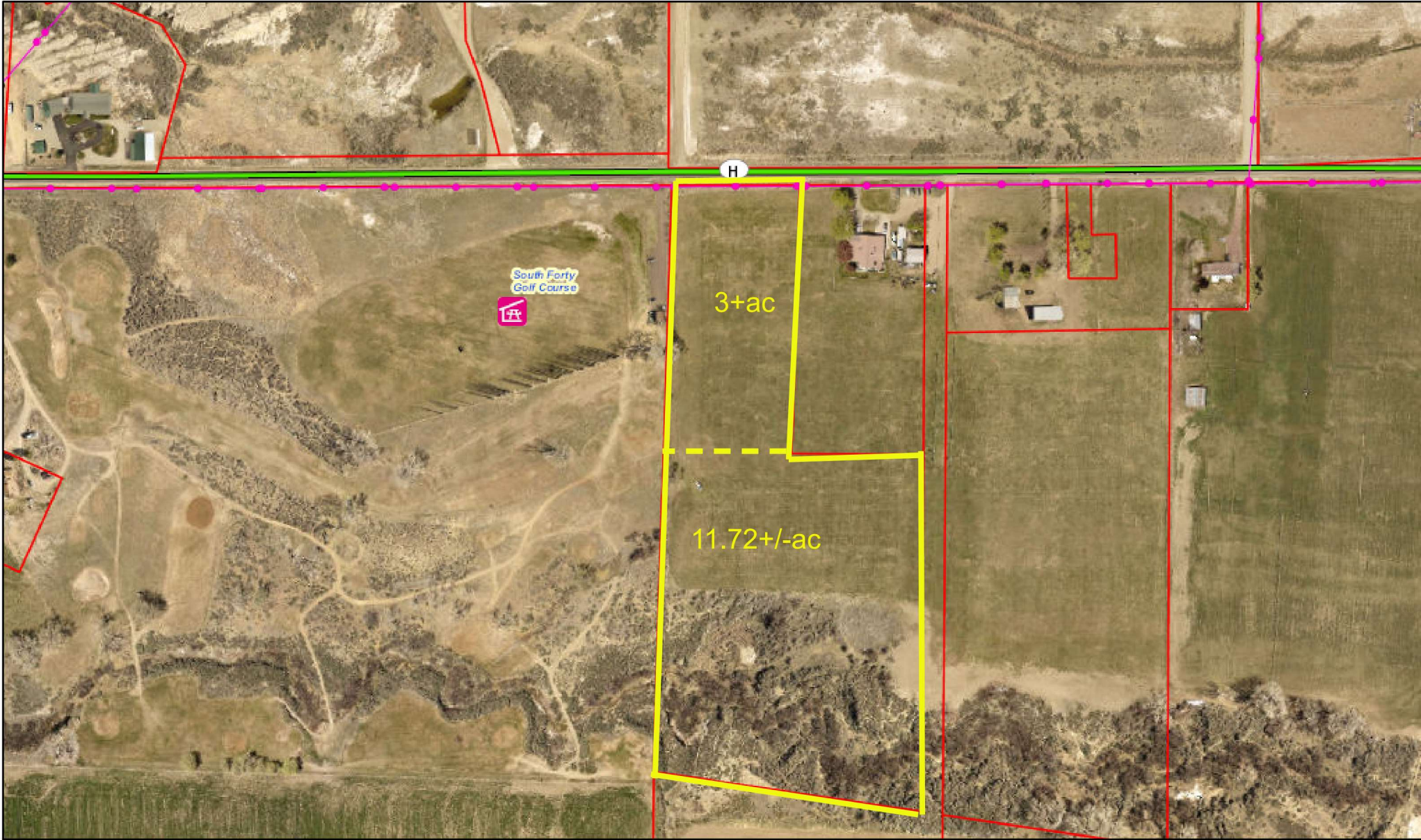
COUNTY USE ONLY

Based on the information provided herein, this Application complies with the application submittal requirements per the Montezuma County Land Use Code.

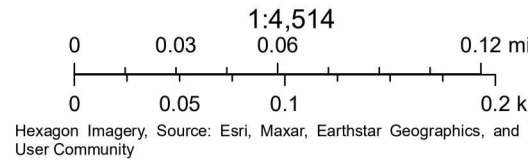
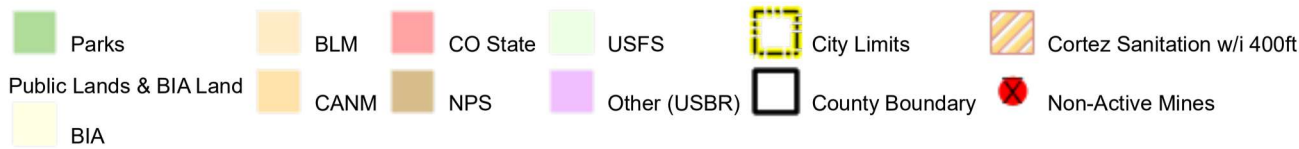
Name: _____ Title: _____

Planning Director Review: *Falena Hunter* Date: 4/23/24

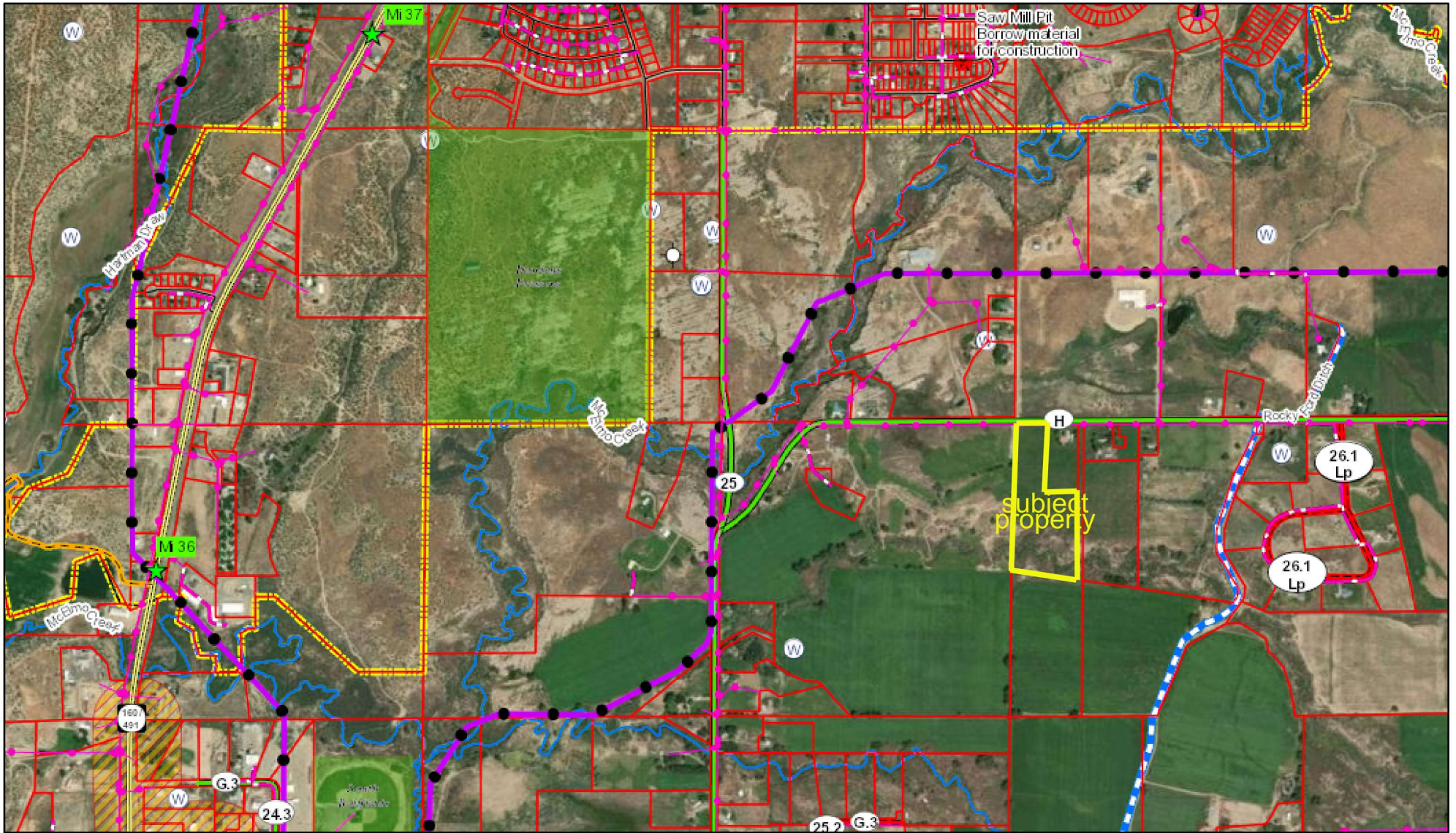
Montezuma Planning Map



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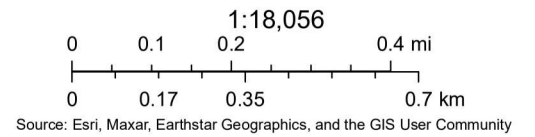


Montezuma Planning Map

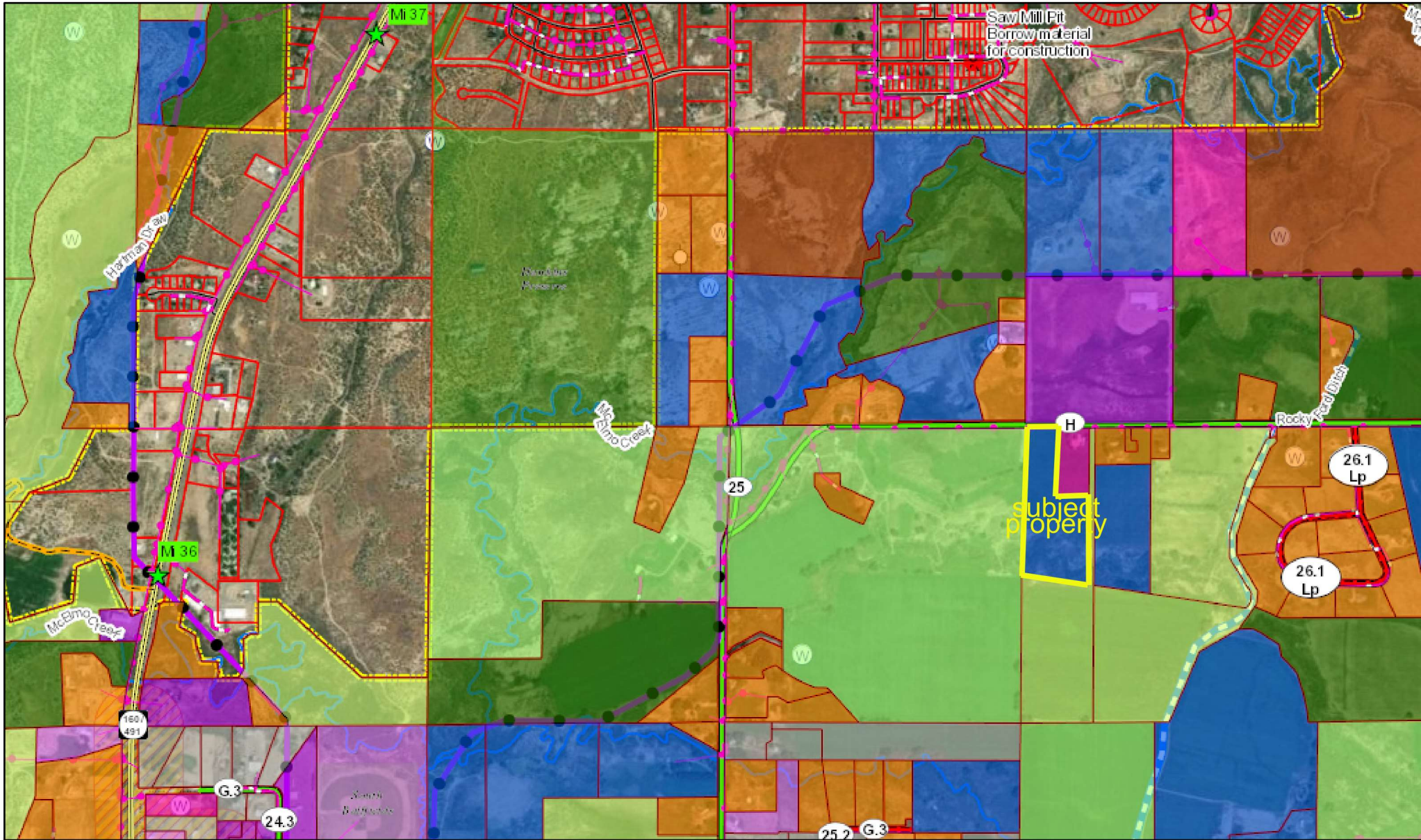


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- | | | | | | |
|-------------------------|------|----------|--------------|-----------------|-----------------------------|
| Parks | BLM | CO State | USFS | City Limits | Cortez Sanitation w/i 400ft |
| Public Lands & BIA Land | CANM | NPS | Other (USBR) | County Boundary | Non-Active Mines |
| BIA | | | | | |

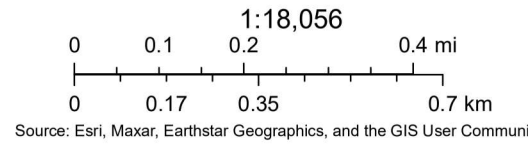


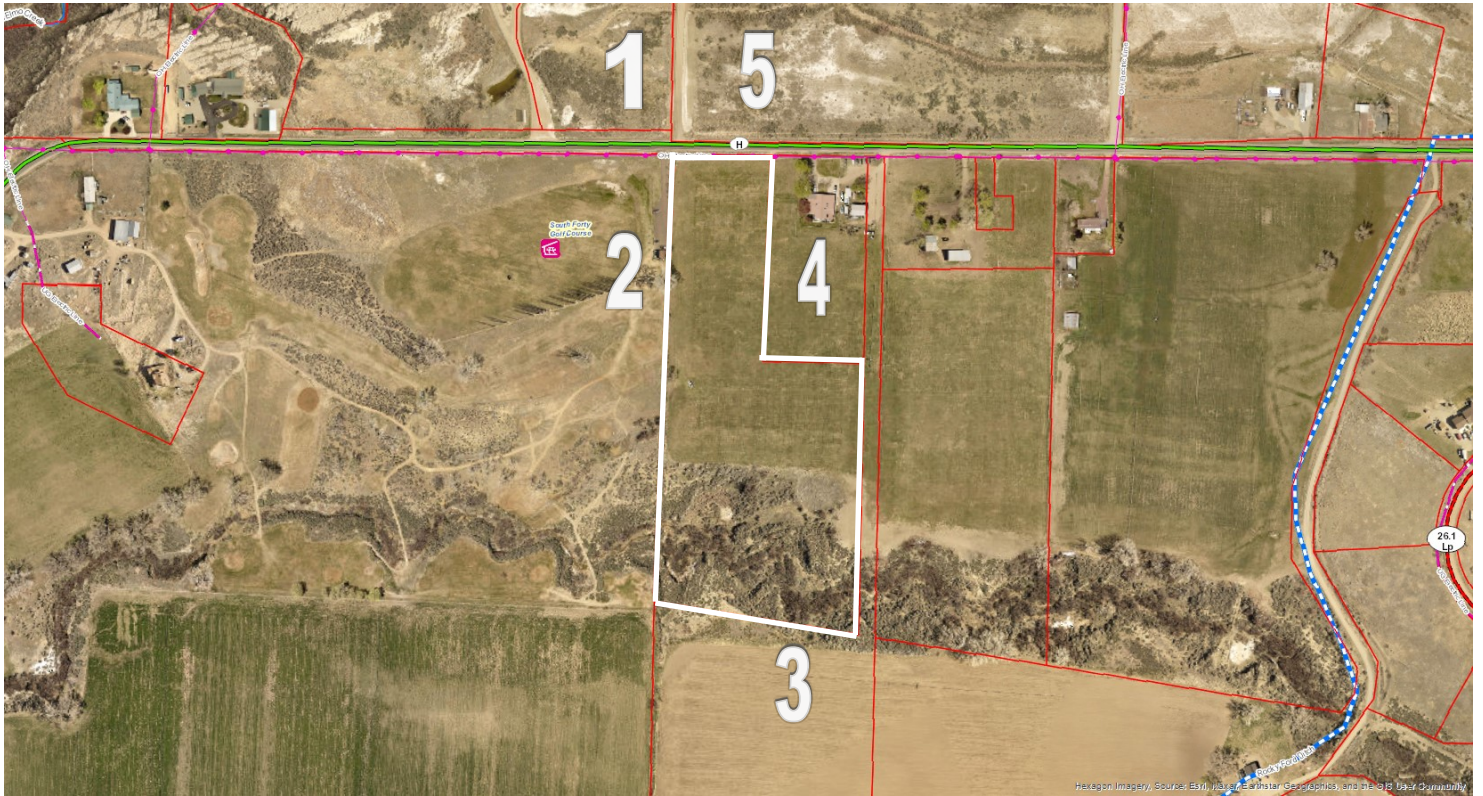
Montezuma Planning Map



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Zoning	AGZ	A/R 3-9	AR ES	INDHZ	USZ	Parks	BLM	CO State
A-80+	A/R 10-34	R-3	COMZ	INDLZ	HISTZ	Public Lands & BIA Land	CANM	NPS
A/R 35+						BIA		





Neighbor List for: TBD Road H Cortez, CO

	Property Owner	Mailing Address	Physical Address	Zone	Acres
1	Valarie & Dennis Giesler	25401 Road H, Cortez, CO 81321	25401 Road H, Cortez, CO 81321	AR3-9	6.24+/-
2	Maness Family Farm, LLC	South Forty Driving Range, 25080 Road H, Cortez, CO 81321	25080 Road H, Cortez, CO 81321	A80+	177.29+/-
3	Colorado Haymakers, Inc.	25617 Road G, Cortez, CO 81321	25616 Road H, Cortez, CO 81321	AGZ	20.92+/-
4	Herman & Kimmi Rosas	25582 Rod H, Cortez, CO 81321	25582 Rod H, Cortez, CO 81321	INDLZ	4.13+/-
5	Bestop Properties, LLC	Tuffy Security Products, 333 Centennial Parkway, Ste B, Louisville, CO 80027-1269	25733 Road H, Cortez, CO 81321	INDHZ	40+/-



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 04, 2024

Agenda Item: 5. b.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: Building Permits Issued April and May 2024

BACKGROUND

See Attached

RECOMMENDATION

Commissioners will review for approval.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

June 04, 2024

Agenda Item: 5. c.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **General discussion on Montezuma County planning projects within the City's one-mile to three-mile zones of influence.**

BACKGROUND

See attached IGA

RECOMMENDATION

Advise which projects to bring to the Planning and Zoning Commission for discussion

Attachments

IGA Montezuma County

**INTERGOVERNMENTAL AGREEMENT
FOR ROAD AND STREET MANAGEMENT
BETWEEN THE
CITY OF CORTEZ, COLORADO AND
MONTEZUMA COUNTY, COLORADO**

This Agreement, entered into by and between Montezuma County, hereinafter referred to as the County and the City of Cortez, hereinafter referred to as the City.

The purposes of this Intergovernmental Agreement are to:

1. Establish an effective means of joint planning and management of roads within the one-mile area of the County surrounding the City; and
2. Provide a basis for defining, negotiating and concurring on the impacts, specifically, Roads and Streets; and
3. Establish rules for referral of development applications and applications for annexation to the City, for comment; and
4. Prevent development within the jurisdiction of one party from negatively impacting road and street infrastructure in the other Party's jurisdiction, and provide for mitigation of such impacts when they occur.
5. Provisions in this Intergovernmental Agreement may be implemented only to the extent legally permitted by State Law.

The City and County have agreed to the following definitions and policies:

1. Definitions

As used in the IGA, the following words and terms shall have the meanings set forth:

Annexation. Annexation means the incorporation of a land area into an existing municipality with a resulting change in the boundaries of that municipality.

City of Cortez Comprehensive Plan. The City of Cortez Comprehensive Plan and all elements, functional components or sub-area components as adopted and as it may be amended by the City of Cortez, Colorado, pursuant to CRS 31-23-206 and pursuant to the City's Charters, Ordinances, and Land Use Code all which provide authority of the City to make and adopt a long-range master plan for the physical development of the City, including any areas outside its boundaries.

City of Cortez Construction Design Standards. The minimum standards for the design and construction of public improvements in the City's right-of-way and in other areas of City jurisdiction or ownership. The provisions apply to the construction, enlargement, alteration, moving, removal, conversion, demolition, repair and excavation of any public improvements in the City of Cortez. The provisions apply to City contracts, developer contracts, and private contracts.

City of Cortez Draft Thoroughfare Plan. A draft plan utilized by the City to determine future possible street layout. It is referenced within the adopted 2008 Comprehensive Plan and is used as a planning tool by the City Planning Commission. While this plan may be used as a conceptual plan for street layout within the one-mile area, it is not binding, in that it is not a guarantee of street location, construction, or of financial commitment by the City.

City of Cortez Land Use Code. The code of regulations as adopted and amended by the City of Cortez City Council pursuant to the authority of CRS Article 23, Chapter 31, to implement the City of Cortez Comprehensive Plan, as amended, and the land use regulatory authority of the City of Cortez, Colorado.

Development. Any proposal which is intended to create more parcels/lots, more than one home site per property, and/or commercial uses.

Growth Management Area. The regulations applied by Montezuma County to municipal One-Mile Areas to implement the road and street standards and requirements of this Intergovernmental Agreement.

Impact Fees. Fees charged, or set, or actual costs determined necessary to mitigate impacts of development, and assessed and collected by the Parties to the agreement for public facilities, or subdivision improvements agreement, as established in the County and/or City Land Use Code.

Level of Service Standards. Standards for street and road construction established to maintain a level of service. Standards for street and road construction include the Montezuma County Standard Road and Bridge Specifications for the Urban Zone Standard, and the City of Cortez street construction standards as defined in the *City of Cortez Construction Design Standards, and the City of Cortez Land Use Code.*

Moderate Impact Development. The County Land Use Code defines development having "moderate impact" if the development involves:

- A. At least two (2) but not more than five (5) living units, whether single-family residences, units within a multi-family residential development or any combination thereof; or

- B. The division of land into at least two (2) and not more than five (5) lots, tracts, parcels, interests or spaces any of which is less than thirty-five (35) acres.

Major Impact Development. The County Land Use Code defines development having “major impact” if the development involves:

- A. Six (6) or more living units, whether single-family residences, units within a multi-family residential development or any combination thereof;
- B. The division of land into six (6) or more lots, tracts, parcels, interests or spaces any of which is less than thirty-five (35) acres;
- C. Mobile Home Parks and RV/Camp Parks;
- D. A major conflict with the Policies and Design Guidelines contained in this Code;
- E. A major demand for additional public services, infrastructure or public funds, or
- F. A major impact on adjoining land uses.

Montezuma County Land Use Code. The code of regulations as adopted and amended by the Montezuma County Board of County Commissioners pursuant to the authority of Title 30, Article 28 of the Colorado Revised Statutes to implement the Montezuma County Comprehensive Plan, as amended, and the land use regulatory authority of Montezuma County, Colorado.

Montezuma County Comprehensive Land Use Plan. The official policy document, and all elements, functional components or sub-area components as adopted and as it may be amended by Montezuma County, Colorado, pursuant to the authority of Title 30, Article 28 of the Colorado Revised Statutes that establishes the long-range framework for decision making for the unincorporated area of the County.

One-Mile Area. The One-Mile Area is that area into which urban development and annexation shall be directed and within which urban level services to support urban development will be needed. Urban level road and street construction for the One-Mile Area will be in accordance with the “City of Cortez Construction Design Standards.” Specific to this IGA, the one-mile area is defined as that are outside of the municipal boundary, but where urban development may occur. The one-mile boundary is anticipated to be irregular in shape as it is an extension of the existing City boundaries.

Pre-Annexation Agreements. The legal device used by the City to facilitate annexation into the City, to provide City services prior to annexation, and may include provisions regarding development of infrastructure within the annexed area.

Proposed Development Applications. Applications for rezoning, minor and major subdivisions and planned unit developments.

2. Road Impacts

- a. If the City approves any development within the City limits which has identifiable impacts on the County Road system, the City shall require the Developer to comply with the City *Subdivision Improvements Agreement (SIA)*, which may also require the developer to make certain improvements to County roads. Under such circumstances, the City may also require the developer to comply with County Land Use Code and/or pay road impact fees in accordance with the County's Road Impact Fee Policy.
- b. As a condition of approval, for any development within the One-Mile Area, which has identifiable impacts on the City street system, the County shall require the Developer to comply with the County *DIA*, which may also require the developer to make certain improvements to City streets and/or County Roads, and/or pay road impact fees in accordance with the County's Road Impact Fee Policy. At densities greater than one residential unit per three acres, within the One-Mile Area, the County shall require developers to comply with the County's Urban Services Zone requirements (Cortez Area) as described in the County's Land Use Code. The City Draft Thoroughfare Plan may be used as a reference for potential layout of streets for connection with existing City streets.
- c. To the extent they may legally do so, the City and County shall condition development approvals within their jurisdiction to require mitigation of impacts to roads outside their jurisdiction in accordance with the Montezuma County Standard Road and Bridge Specifications and the City of Cortez Construction Design Standards. Mitigation may include impact fees, pre-annexation agreements, development improvement agreements or specific road improvements.

3. Joint Review Process for Roads and Streets

The City and County shall establish a process for joint City and County Planning Commission review of projects within the One-Mile Area. This joint process shall require the following:

- a. *Proposed Development Applications to the City for Lands within the City Limits:*

Cortez shall provide the County with an opportunity to review and comment upon any proposed development applications in the City that are expected to (a.) necessitate physical modification to a County road or

intersection; or (b) cause roads within the County jurisdiction to drop to lower level of service standards.

The County has at least thirty (30) days from the date of mailing or hand delivery to the County to return comments and recommendations to the City before any final decision is made on such application.

Additionally, the City shall honor specific requests by the County to review and comment on specific development proposals. While the County may issue comments and recommendations to the City in accordance with this section, the final authority and discretion regarding approval, disapproval, or approval with conditions rests with the appropriate or designated decision-making body of the City.

b. *Proposed development Applications to the County within the One-Mile Area outside the City Limits.*

The County shall provide the City of Cortez with an opportunity to review and comment upon any proposed development applications in the County that are expected to (a.) necessitate physical modification to a City street or intersection; or (b.) increase traffic volume on streets within City jurisdiction.

The City has at least thirty (30) days from the date of mailing or hand delivery to the City to return comments and recommendations to the County before any final decision is made on such application.

Additionally, the County shall honor specific requests by the City to review and comment on specific development proposals. While the City may issue comments and recommendations to the County in accordance with this section, the final authority and discretion regarding approval, disapproval, or approval with conditions rests with the appropriate or designated decision-making body of the County.

c. *Procedure for Joint City/County Review Process*

- 1) If the City receives a petition for annexation or development application, the City's Zoning Administrator shall forward a copy of the application to the County Planning Staff and shall advise the County Planning Staff of the dates on which the application will be heard by the City's Planning Commission. The City staff (or developer) shall prepare an annexation impact report as required by CRS 31-12-108.5 unless the land to be annexed is less than 10 acres or the report is specifically waived by the County Commissioners.

The County may request a meeting with the developer and the City. Joint work sessions between the City and County Planning Commissions may be held to specifically review the annexation proposal. For annexation applications made to the City, any joint work session of the City and County Planning Commission shall be held at Cortez City Hall. Public notice of such meeting shall be posted per State of Colorado Open Meetings law (Sunshine Laws), and City of Cortez public meeting notice requirements.

The County shall provide any comments it may have concerning the Proposed Development Application, in writing, to the City's Zoning Administrator at least 10 days prior to the first scheduled hearing on the application before the Planning Commission or City Council, as the case may be.

The City agrees to provide sufficient time necessary for the County to evaluate and provide input when appropriate.

- 2) If the County receives a development application within the One-Mile Area, County Planning staff will forward a copy of the application to the City Zoning Administrator and shall advise staff of the date on which the application will be heard by the County Planning Commission.

The City shall provide any comments it may have concerning the Proposed Development Application, in writing, to the County Planning Staff at least 10 days prior to the first scheduled hearing on the application before the Planning Commission or County Commission as the case may be.

The County agrees to provide sufficient time necessary for the City to evaluate and provide input when appropriate.

- 3) If disagreements between the County and City staff and/or Planning Commissions over development applications and the road/street impacts located within the One-Mile Area, or adjacent to the City boundary or within the City limits, cannot be resolved, then the City Council may request a meeting with County Commissioners to review any outstanding issues, the final decision making authority rests with the governing jurisdiction. The City is not obligated to provide any municipal services to a development within the One-Mile Area approved by the County unless specific service agreement between the developer and City exist.

3. **One-Mile Area Plan**

A One-Mile Area surrounding the City of Cortez shall be established through the adoption of this agreement (Exhibit A).

4. **City Plans**

Nothing in this IGA shall limit the intention and authority identified in City's plans, policies, and standards, specifically:

- *The City of Cortez Construction Design Standards; and*
- *City of Cortez Draft Thoroughfare Plan; and*
- *The City of Cortez Land Use Code; and*
- *The City of Cortez Comprehensive Plan.*

5. **County Plans**

Nothing in this IGA shall limit the intention and authority identified in the County's plans, policies, and standards, specifically:

- *Montezuma County Comprehensive Plan, as amended; and*
- *Montezuma County Land Use Code, as amended; and*
- *Montezuma County Road and Bridge Standard Specifications, as amended.*

6. **Term**

This agreement shall remain in force and effect for a period of four years from the date of its execution. Thereafter, it shall be automatically renewed for successive one-year terms unless, at least sixty (60) days prior to its scheduled expiration, either party should notify the other party of its decision that the Agreement not be renewed.

7. **Amendments to the IGA**

Provided that prior approval has been obtained from both the City Council and County Commissioners, amendments to the IGA may be made. This one-mile boundary may be extended by annexation.

8. **Severability**

In the event either party is prevented by Court order from performing any provision of this Agreement or enforcing any regulations, both parties shall have the option of terminating this agreement upon 60-day written notice.

It is the intention of both parties that the sections, paragraphs, sentences, clauses and phrases of this agreement are severable; and if any element of this agreement shall be declared unconstitutional or invalid, it shall not affect any of the remaining elements stated.

The City and County enter into this agreement with the spirit of cooperation. This Intergovernmental Agreement for Road and Street Management between the City of Cortez and Montezuma County shall be adopted and shall take effect upon the date of adoption, which is this 13th day of January 2009.

SIGNED BY:



Mayor, City of Cortez



Chair, Board of County Commissioners

ATTEST and SEAL:



City Clerk (Attest)



Clerk to the Board (Attest)

APPROVED AS TO FORM:



City Attorney



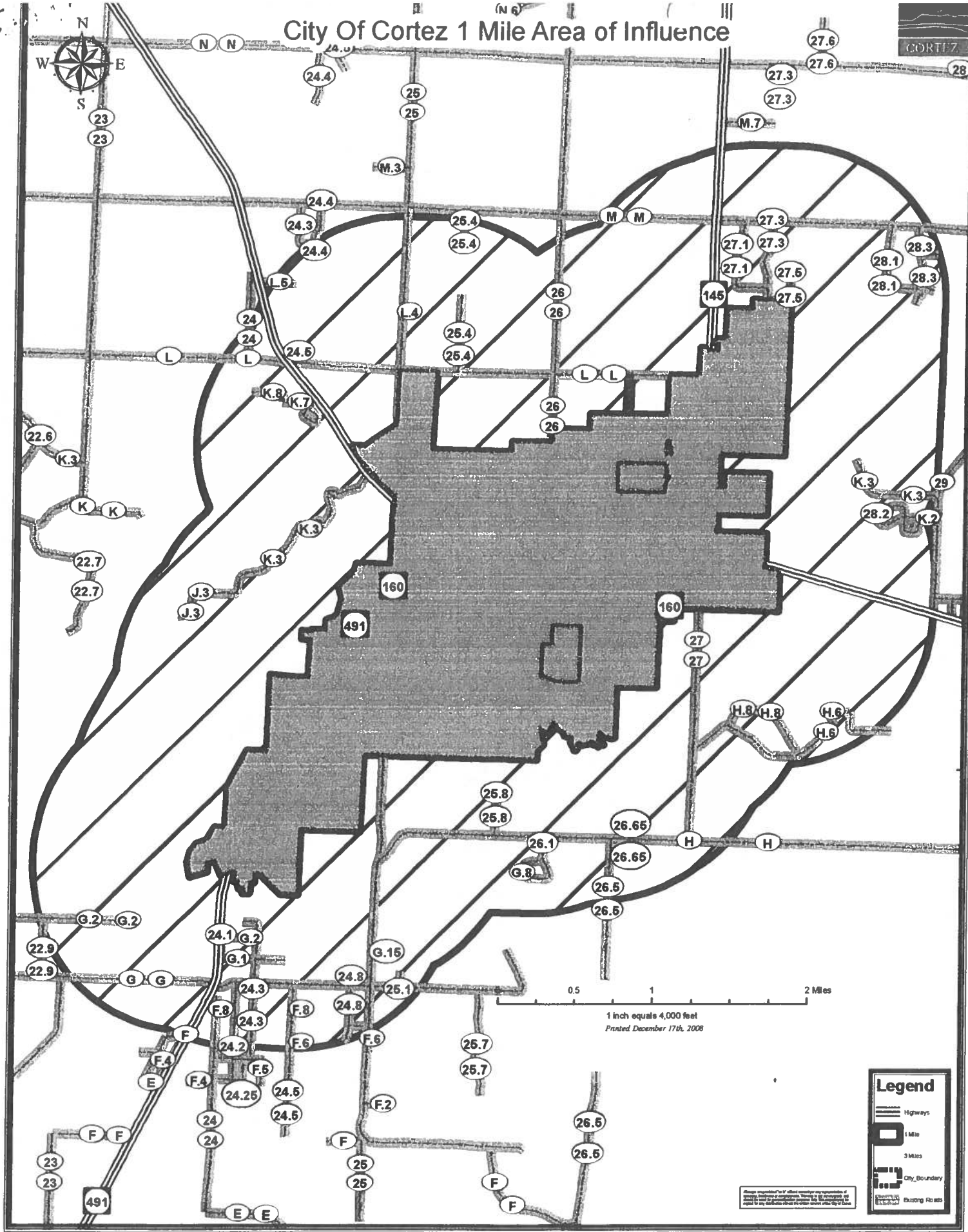
County Attorney

Exhibit A

One-Mile Plan

(As per date of plan, or as may be amended from time to time to show additions to the City boundaries.)

City Of Cortez 1 Mile Area of Influence



0.5 1 2 Miles
 1 inch equals 4,000 feet
 Printed December 17th, 2008

Legend

- Highway
- 1 Mile
- 3 Miles
- City Boundary
- Building Footprint

Always inspect for all other available responsibilities of...
 printed by the...
 copyright by the...
 building footprint