



**PLANNING AND ZONING
COMMISSION MEETING
FEBRUARY 4, 2025
6:30 P.M.**

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - ROLL CALL - APPROVAL OF THE AGENDA
2. APPROVAL OF THE PLANNING & ZONING COMMISSION REGULAR MEETING MINUTES from January 7, 2025
 - a. **Planning Commission Meeting Minutes from January 7, 2025**
Presenter: Cheryl Lindquist, Permit Technician
3. PUBLIC PARTICIPATION - There is no limit to the number of speakers and no overall time limit. Speakers have a time limit of three (3) minutes per person, may only speak once, and may not cede time to another commenter.
4. PUBLIC HEARINGS
 - a. **Resolution No. 2, Series 2025**
Resolution No. 2, Series 2025, a Public Hearing on an Application for a Conditional Use Permit to operate a waste hauling business on a 1.3 acre parcel located at 2105 S. Broadway, zoned Highway Commercial (C) (the "Property").

Presenter: Nancy Dosdall, Contract City Planner
5. UNFINISHED BUSINESS - none
6. OTHER ITEMS OF BUSINESS
 - a. **Montezuma County Planning & Zoning Commission proposal to be considered.**
Presenter: Nancy Dosdall, Contract City Planner
7. DISCUSSION ITEMS
 - a. Discussion on the Intergovernmental Agreement for Road and Street Management Between the City of Cortez and Montezuma County.
Presenter: Nancy Dosdall, Contract City Planner
8. ADJOURNMENT



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

February 04, 2025

Agenda Item: 2. a.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **Planning Commission Meeting Minutes from January 7, 2025**

BACKGROUND

For review

RECOMMENDATION

The Planning Commission will vote to approve

Attachments

PC minutes 1/7/2025

PLANNING & ZONING COMMISSION

REGULAR MEETING

TUESDAY, JANUARY 7, 2025

1. The meeting was called to order in the City of Cortez Council Chambers at 6:30 p.m., and opened with the Pledge of Allegiance. Roll Call was taken and the following Commissioners were present: Chairperson Robert Rime, Commissioner Bob Bright, Commissioner Emily Waldron and Commissioner Nina Thao. Staff present included: Community and Economic Development Director Rachael Marchbanks, Contract City Planner Nancy Dosdall, City Attorney Patrick Coleman, Director of Public Works Brian Peckens, Public Works Secretary Karie Beougher, IT Technician Aaron Holleman and Deputy City Clerk Cheryl Lindquist. There were five (5) people present in the audience.

Commissioner Waldron moved that the agenda of December 3, 2024 be approved. Commissioner Bright seconded the motion and the vote was as follows:

Bright	Thao	Waldron	Rime
Yes	Yes	Yes	Yes

2. Approval of the Regular Meeting Minutes of November 5, and December 3, 2024.

Commissioner Waldron moved that the minutes for November 5, 2024 and December 3, 2024 be approved. Commissioner Bright seconded the motion and the vote was as follows:

Bright	Thao	Waldron	Rime
Yes	Yes	Yes	Yes

Chairperson Rime stated it was time to elect officers for 2025. Commissioner Bright nominated Chairperson Rime for another term with all members voting in agreement. Chairperson Rime accepted the appointment. Commissioner Bright nominated Commissioner Waldron as Vice-Chairperson, all voted in agreement. Vice-Chairperson Waldron accepted the appointment.

3. PUBLIC PARTICIPATION: None

4. PUBLIC HEARINGS:

- a. Contract City Planner Dosdall presented Resolution No. 1, Series 2025. Housing Solutions for the Southwest (HSSW), submitted an application for a Site Plan Review located at 422 E. 3rd St. in Cortez. HSSW are proposing an attached four-plex for affordable housing at that location. They are also requesting a Special Exception for five parking spaces. The lot is zoned Neighborhood Business which allows multi-

family residences. The code allows a maximum of three units, but because HSSW is proposing these units be affordable housing they are allowed four units. Since the lot is under one-quarter acre the Planning Commission has the authority to make the final decision. The project meets all development standards including setbacks. Parking is the only issue, instead of 2 spaces per unit they are proposing 1.25 spaces per unit, therefore, they are filing for a Special Exception. Planner Dosdall presented several options for the parking and explained there are two issues to be decided by Commission, the Special Exception for parking and the Site Plan. If the Commission approves the parking exception then all criteria will be met for the Site Plan adding the proposed landscaping exceeds our requirements.

Dean Brookie, architect representing the HSSW, spoke on his work for affordable housing throughout Colorado and he stated parking is always needing to be recalculated for this type of project. The location of the project allows walking downtown to utilize grocery shopping, restaurants, and essential businesses. Mr. Brookie and HSSW are very excited to add more affordable housing in Cortez.

Kim Welty, development director for Housing Solutions for the Southwest, answered a question about funding. Once approved by the Commission, she will begin finding more funding to complete the project. She is positive it will be fully funded. She feels this housing will work well for teachers and others professions that don't qualify for low income housing. These will only be rentals, not sold.

Chairperson Rime opened for public hearing, there were no speakers so hearing was closed.

The Commissioners discussed the location and availability of parking on 3rd Street. Vice-chairperson Waldron made the motion to approve the Special Exception for parking and to approve the Site Development Plan. Commissioner Thao seconded the motion and the vote was as follows:

Bright	Thao	Waldron	Rime
Yes	Yes	Yes	Yes

Motion passes.

5. UNFINISHED BUSINESS: Following a question from Chairperson Rime, Director Marchbanks answered there are no applicants yet for a replacement Planning Commissioner.
6. NEW BUSINESS: Micklane Farmer representing Jones & DeMille Engineering made a presentation to the Commission on the Transportation Master Plan they are working on for the City of Cortez through Public Works. Ty Koppenhafer introduced himself as an

employee for Jones & DeMille Engineering in the Cortez office. This presentation is a briefing on what Jones & DeMille Engineering have accomplished thus far and will have completed after city staff and public comments, answers, and information.

The purpose for a transportation plan is to compile a network to avoid issues due to a lack of planning. Mr. Farmer presented the website and all the information it will be able to offer upon completion. He reviewed maps for the Transportation Master Plan, discussing the four classifications of our roads, major collector, minor collector, arterial, and highways. Commissioners asked if Jones & DeMille were providing multiple types of transportation for the roads and Mr. Farmer answered by showing a tab on the webpage containing information regarding walking trails, bike lanes, and vehicle access. In answer to a question from the Commission regarding funding, Mr. Farmer stated different types of funding are available based on the road use. Phase One is working with Public Works and engineering identifying the safety pieces on CDOT roads. They will coordinate with Safe Streets for All during the project. Mr. Farmer talked about how they laid tubes across several of our roads to count activity and showed a map producing the results. Phase Two will include all city streets. He had a map created by AI that showed and rated the condition of our current streets. The time frame will include comments from city staff by the end of January. The middle to end of February they will publish for public comments. Once the site is complete it will be published for all to use. The funding for the Transportation Master Plan is coming from Public Works, in answer to a Commissioner's question.

7. OTHER ITEMS OF BUSINESS: none
8. ADJOURNMENT: The motion to adjourn was made by Chairperson Rime and seconded by Commissioner Thao and the vote was as follows:

Bright	Thao	Waldron	Rime
Yes	Yes	Yes	Yes

The meeting adjourned at 7:27 p.m.

PLANNING & ZONING COMMISSION

Robert Rime, Chairperson

ATTEST:

Cheryl Lindquist, Deputy City Clerk



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

February 04, 2025

Agenda Item: 4. a.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **Resolution No. 2, Series 2025**

BACKGROUND

The Property, a 1+ acre parcel located at 2105 S. Broadway, is currently zoned C, Commercial Highway. There is an existing structure which has housed Stone Sand & Gravel in the past. Bruin Waste Management is storing equipment on the Property but has not begun operation out of the site.

DISCUSSION

See Attached.

RECOMMENDATION

Staff recommends that Council approve the Conditional Use Permit request through P&Z Resolution No. 2, Series 2025.

The Commission can make the motion to recommend that Council approve the requested Conditional Use Permit for property located at 2105 S. Broadway, Cortez, as submitted by Bruin Waste Management through P&Z Resolution No. 2, Series 2025, with the following conditions:

- a. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
- b. The applicant shall meet all requirements of the Cortez Sanitation District
- c. The property shall comply with all code requirements including storage, landscaping and surfacing of parking areas prior to initiation of the use.
- d. The applicant shall comply with the submitted project narrative at all times.

Attachments

Staff Report
Resolution No. 2, Series 2025
Documentation



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

Meeting Date: February 4, 2025
Project No. F25-001

MEMO

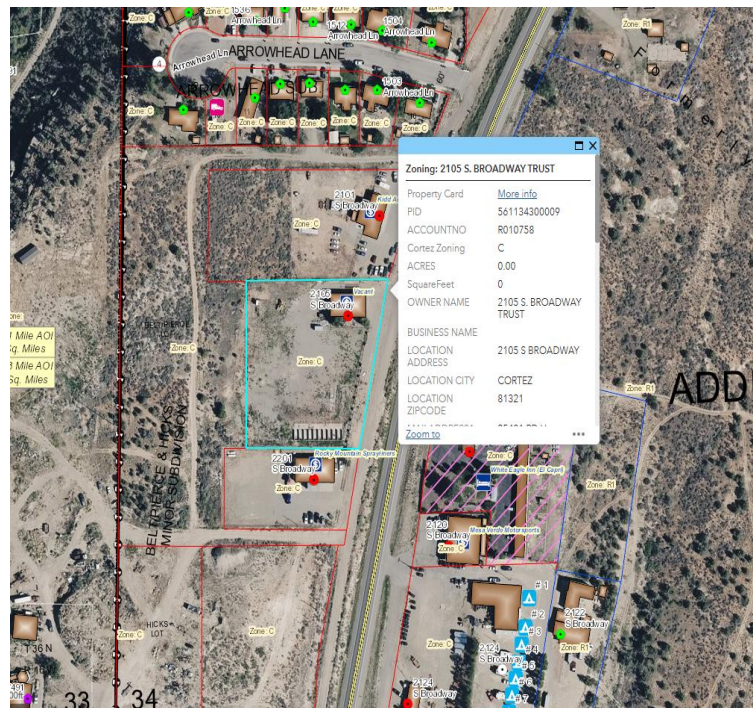
TO: Members of the Cortez Planning and Zoning Commission

FROM: Nancy Dosdall, Contract City Planner

SUBJECT: Public Hearing on an Application for a Conditional Use Permit to operate a waste hauling business on a 1.3 acre parcel located at 2105 S. Broadway, zoned Highway Commercial (C) (the "Property").

OWNER: 2105 S. Broadway Trust
APPLICANT: Bruin Waste Management

ATTACHMENTS: P&Z Resolution No. 2, Series 2025
Application Packet



Vicinity Map

BACKGROUND/CODE DISCUSSION

The Property, a 1+ acre parcel located at 2105 S. Broadway, is currently zoned C, Commercial Highway. There is an existing structure which has housed Stone Sand & Gravel in the past. Bruin Waste Management is storing equipment on the Property but has not begun operation out of the site.

Contractor storage or equipment yards is the closest listed use in the current Cortez Land Use Code. Contractor storage yards are listed as Conditional Uses in the “C” zone.

The Property is bounded on the north and south by automotive repair type businesses, on the west by vacant land owned by the same landowner and east, across S. Broadway by the White Eagle Inn and vacant land zoned for multi-family uses.

ISSUES

Criteria for a Conditional Use Permit:

(f) Conditions of Approval. Both the planning commission and the city council shall use the following criteria in reviewing conditional use permit requests. It is specifically understood that certain criteria listed below may not apply to a particular application. The applicant shall adequately demonstrate that the applicable criteria have been met:

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

DEVELOPMENT STANDARDS

Development Standard	C Zone Requirement	Proposed/Existing
Min. lot area (sq. ft.)/unit	6,000	1 acre +
Min. front yard (ft.)	10'	30'+
Min. side yard (ft)	7'	22' approx
Min. rear yard (ft)	7'	170' +
Max. lot coverage	50%	6.5%
Max height (ft)	35'	20' approx.
Parking	1 spaces/400 sq. ft. (7 required based on buildings size)	Exceeds requirement – spaces are gravel
Landscaping/open space	10%	Existing structure, no new disturbance.

DISCUSSION

This Property is located in a commercial area that includes heavy commercial uses, a motel, vacant land and some single-family homes in the Arrowhead Subdivision to the north. Arrowhead Subdivision is fully developed with single family homes, but zoned Highway Commercial.

The request is to operate a waste hauling business, including garbage and porta-potties. See attached narrative for a full description.

The building is existing, with no new disturbance of the Property proposed. The existing structure was built in 1976. The storage yard is mostly gravel at this time, with some existing vegetation. There will be no customer access to the site at this time, only employees and storage. The site is partially graveled and partly vegetated. The Applicant's narrative does a good job of establishing that the proposed uses will not be objectionable due to noise, lighting, smoke, fumes, hours of operation or hazardous materials, as long as all statements in the narrative are adhered to at all times.

At the time of the writing of this report, staff has not yet heard comments from CDOT or the City Engineer regarding the access to the Property. Because the Property is accessed directly from CDOT ROW, CDOT's requirements are the most applicable.

The Property is described by metes and bounds and does not appear to have ever been platted. LUC 6.14(c)1(3) requires that properties be platted prior to approval of a site plan.

LUC 5.07(j) requires that no open storage be located in front of a building. The proposal appears to meet this requirement.

AGENCY REVIEW

GIS Coordinator (Doug Roth)

Not so much a comment as a FYI if it comes up about the proximity of the Arrowhead subdivision to this CUP. Hopefully we can rezone both Arrowhead subdivision and Glade mobile home park to residential in the near future (or maybe these uses are the ones that need a CUP so we don't spot zone 😊)

Cortez Sanitation District (Rusty Burress)

As far as the concern of Bruin, the District has spoken with them about the discharge to our system and they will be up to our specs.

Cortez City Engineer (BHI)**Site Plan:**

1. Septic Line:
 - a. Please show the sanitary main that the proposed septic line outfalls/connects.
 - b. State the intended use of this line and ensure proper permitting and coordination with City Sanitation District.
2. Hazardous Materials:
 - a. Do any hazardous materials exist on site from previous uses? If so, the City must be notified and proper environmental clean up should occur prior to receiving conditional use permit.
3. Other:
 - a. Show and label all existing utilities on site.
 - b. Show and label any easements and property information on site.
 - c. Any site demolition, removal, location of salvageable items, location of barricades, fences and temporary work shall be shown on the site plan.

Entry/Exit Route Plan:

4. CDOT referral forthcoming. Ensure they have no comments or conflicts with the proposed development with respect to the CDOT SHAC standards.

CDOT – no comments received

Atmos Energy (Juan Prieto Arias)

No comment.

ALTERNATIVES

1. The Commission can recommend that the Council approve the Conditional Use Permit to allow a waste hauling business at 2105 S. Broadway as submitted by the Applicant, Bruin Waste Management, LLC, with permission of the Landowner, 2015 S. Broadway Trust.
2. The Commission can recommend denial of the request for a Conditional Use Permit and state its reasons;
3. The Commission can ask for more information and table the application; or continue to a date certain.

STAFF RECOMMENDATION

Staff recommends Alternative “1” above, recommend that Council approve the Conditional Use Permit request through P&Z Resolution No. 2, Series 2025.

If the Planning and Zoning Commission so chooses to follow the recommendation of Staff, the Commission can **make the motion to recommend that Council approve the requested Conditional Use Permit for property located at 2105 S. Broadway, Cortez, as submitted by Bruin Waste Management through P&Z Resolution No. 2, Series 2025, with the following conditions:**

- a. All requirements of utility providers, City departments, CDOT and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents. Specifically, all public improvements shall comply with the minimum requirements of the 2009 City of Cortez Construction Design Standards and Specifications and all requirements of CDOT for required highway improvements.
- b. The applicant shall meet all requirements of the Cortez Sanitation District
- c. The property shall comply with all code requirements including storage, landscaping and surfacing of parking areas prior to initiation of the use.
- d. The applicant shall comply with the submitted project narrative at all times.

**CITY OF CORTEZ
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2, SERIES 2025**

A Resolution Recommending Approval of a Conditional Use Permit for a waste management business to be located at 2105 S. Broadway, Cortez, CO

WHEREAS, the applicant Bruin Waste Management, (the “Applicant”), with permission of the owner, 2105 S. Broadway Trust (the “Owner”) has applied for review of a conditional use permit to establish a waste hauling business located at 2105 S. Broadway, Cortez, Colorado and more particularly described as (the “Property”):

A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., County of Montezuma, State of Colorado, being more particularly described as follows: Beginning at a point on the SW¼ of said Section 34, from which point the SW Corner of said Section 34, bears South 18° 39'59" West a distance of 850.83 feet; thence, North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491; thence, South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491; thence, West a distance of 225.85 feet; thence, North a distance of 301.34 feet to the point of beginning

WHEREAS, the Applicant presented a request and necessary submittal items for review by the City Planning and Zoning Commission at a regular meeting held on February 4, 2025; and

WHEREAS, Land Use Code Section 6.10, Conditional Use Permits, indicates that a conditional use may be permitted subject to conditions imposed upon the approval of the use that are designed to reasonable mitigate any adverse impacts upon surrounding properties; and

WHEREAS, the Planning and Zoning Commission reviewed the request for a Conditional Use Permit and, based upon the evidence and testimony presented, is recommending approval of the request on the Property, as evidenced in the adoption of P&Z Resolution No. 2, Series 2025; and

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

THAT, P&Z Resolution No. 2, Series 2025, establishes the findings for approval of the request on the Property; and,

THAT, the Conditional Use Permit request for the Property is hereby recommended to the Cortez City Council for approval with the following findings and conditions:

Findings:

1. The proposed land use is compatible with adjacent existing commercial uses.
2. The proposed use will provide adequate buffering with fencing and setbacks
3. Adequate services are available to serve the proposed development.

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 and all requirements of CDOT for required highway improvements.
2. The applicant shall meet all requirements of the Cortez Sanitation District
3. The property shall comply with all code requirements including storage, landscaping and surfacing of parking areas prior to initiation of the use.
4. The applicant shall comply with the submitted project narrative at all times.

MOVED, SECONDED, AND ADOPTED THIS 4th DAY OF FEBRUARY, 2025

Robert Rime, Chairperson

ATTEST:

Cheryl Lindquist, Deputy City Clerk

CONDITIONAL USE PERMIT APPLICATION WORKSHEET
(Land Use Code Section 6.10)

1 10 2025
Date

APPLICANT: Dennis Gieske for 2105 South Broadway Trust
MAILING ADDRESS: 25401 Rd H Corvallis
PHONE/FAX: 920 749 1117
PROPERTY FOR: Brunk West
PROPERTY ADDRESS: 2105 S Broadway

Submittal Requirements:

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

The Petition Shall Show or be Accompanied By:

Kim Street address and legal description of the property
Any and all plans, information, operating data and expert evaluation necessary to clearly explain the location, function & characteristics of any building or proposed use
Filing fee \$500.00
X List of names with addresses of property owners within 300 feet of affected property

Notification Requirements

X Public hearing notice to paper 15 days prior to **P&Z** Meeting on _____
X Notice to landowners 15 days prior to the **P&Z** Meeting
X Memo to **P&Z** with copies of all of the above
X PH notice to paper 15 days prior to **Council** Meeting on _____
X Memo to **Council** with P&Z recommendations
X Letter to applicant with copy of Council minutes informing them of decision AND Conditional Use Permit Form, signed by the City Manager, for applicant's signature and SASE to return original to us.



PO Box 630
Naturita, CO 81422
(970)864-7531

January 9, 2025

City of Cortez
Attention: Planning and Zoning Department
123 Roger Smith Avenue
Cortez, CO 81321

Dear Members of the Cortez Planning Commission,

I hope this letter finds you well. I am writing to formally petition the City of Cortez for the approval of a Conditional Use Permit (CUP) for the property located at 2105 S. Broadway, Cortez, CO 81321. I am seeking approval to use this property for the operations of a waste hauling business in accordance with the City's zoning regulations and guidelines.

Who we are:

Bruin Waste Management is an all-in-one waste and recycling hauling company that has been operating on the Western Slope of Colorado since 1996. The business started at its current headquarters in Naturita, Colorado and has since expanded its operational area to include 10 counties on the Western Slope. We are a company that prides itself on serving small communities with the best customer service at affordable prices.

Description of the Proposed Use:

I am requesting that the City of Cortez please grant permission for Bruin Waste Management to use the property as a location to park trash, roll-off, and porta-john trucks, employee vehicles as well as store equipment such as poly-carts, porta-johns, dumpsters, roll-off containers, as well as other equipment required to operate a waste hauling business. The building on the property will be used for storage of parts, supplies and repairing of equipment. Currently, there are two trash trucks that service residential and commercial customers Monday - Friday and one roll-off truck that is used as needed to service roll-off containers Monday - Friday. The employees show up to the proposed location at 6am and leave to pick up their trash route. They return to the location once they have finished their route (times will vary).

Currently, all of Montezuma and Dolores County customers are directed to our Naturita office where they are assisted by one of our customer service representatives. As the Cortez customer

base grows, there is a possibility that we will open an office at the proposed location and hire a local customer service representative to better accommodate those customers. This growth will also require more trucks and employees to operate these trucks.

Justification for Request:

The proposed use will be beneficial to the community in the following ways:

1. Allowing Bruin Waste Management to operate out of this location will be a great addition to your community. We are currently providing jobs to six individuals from your community and will continue to provide more as the business grows. With this specific location, it provides my current employees with a shorter distance to travel from home to work as well as providing a strategic location near the local landfill.
2. Allowing another hauler to operate in your community provides a healthier local economy by giving the community options and keeping prices competitive.
3. We understand that there might be concerns over the attractiveness of this type of business in this neighborhood, however, the proposed location is not in direct contact with any residential neighborhoods, and we will be taking measures to minimize any concerns of traffic, noise, or smell.

Impact on Surrounding Properties:

We have considered the surrounding properties and believe the proposed use will not adversely affect the neighborhood. As mentioned, the traffic in and out of the property is very limited. Employees show up in the morning, leave for their route, return at the end of the day and leave for home. This limited amount of action at the location during the day also provides for a limited noise level. Although by nature this is a smelly business, we take actions to limit this problem as well. Trucks are emptied of trash at the end of the route before they are parked at the property. Emptying of trucks also eliminates the chance of trash blowing out of the truck and on to the property. For the porta-john truck, once the proposed dump station is installed, these trucks will be emptying their waste as well. We have already approved the construction design for the porta-john dump station through the Cortez Sanitation District. The design includes a shut off valve on the septic line that will contain any unpleasant smell.

Additional Information:

Along with this letter I have provided detailed site plans showing the proposed locations for the porta potty dump station, storage of equipment such as dumpsters and porta-johns, truck and equipment parking, employee parking, as well as the flow of traffic in and out of the location and entering and exiting the highway. I have also provided a copy of the Cortez Sanitation District sewer connection application showing approval of the proposed porta-john dump station.

If there are any specific documentation or additional permits required, I am fully prepared to meet those requirements and comply with all conditions set forth by the Planning and Zoning Department. I am open to discussing the details of this proposal further at your convenience and to make any necessary adjustments in response to your feedback.

I kindly request the opportunity to present this petition before the Cortez Planning Commission and look forward to your approval of this Conditional Use Permit. Please let me know if there are any additional forms or information needed to proceed with this request.

Thank you for your time and consideration. I am eager to work with the City of Cortez to bring this project to fruition in a way that aligns with the community's goals and values.

Sincerely,

Dustin Weitzel
Bruin Waste Management
Southwest Division General Manager



Entry/ Exit from Hwy

Entry/ Exit from site

Entry/ Exit from Hwy



APPENDIX F

CORTEZ SANITATION DISTRICT SEWER CONNECTION APPLICATION FORM

COPY

ADDRESS OF CONNECTION: 2105 S BROADWAY CORTEZ, CO 81321

SUBDIVISION: _____

OWNER'S NAME: DENNIS GIESLER

OWNER'S ADDRESS: 25401 ROAD H ~~XXXXXXXXXX~~ Phone #: 970-749-1117

CITY: CORTEZ STATE: CO ZIP CODE: 81321

SIZE OF BUILDING SEWER: 6 inch SIZE OF WATER METER: _____ inch

USE OF BUILDING (residential, restaurant, apartments, etc.): PORTA - JOHN WASTE

DISPOSAL NUMBER OF UNITS: _____

Application is hereby made for a connection to the Cortez Sanitation District wastewater collection and treatment system. This connection will be constructed and used in accordance with all Cortez Sanitation District regulations. By submitting this application and requesting sewer service from the Cortez Sanitation District the Owner, his Representative, Successors and Assigns, agree to the following:

1. The Plant Investment Fee (PIF) is a charge against a particular Building on a particular lot or parcel of land. The PIF may, upon approval by the District, be transferred to a different Building on the same lot or parcel of land but it shall not be transferred to a different lot or parcel of land.
2. The District will not commit to service availability until the Owner obtains connection approval and pays the PIF.
3. Connection approval will be valid for a limited time after the Owner pays the PIF. Except for good cause shown, if after a twelve (12) month period, construction of the Building is not substantially complete, the connection approval will be revoked and the PIF, less a ten percent (10%) service charge, will be refunded with no interest. Substantial construction for the purpose of this subsection shall mean all foundations in place with additional construction proceeding in a timely manner. Except for good cause shown, if construction of the Building is not complete and the respective certificate of occupancy not issued within eighteen (18) months for single family homes or duplexes and twenty-four (24) months for all other structures, the connection approval will be revoked and the plant investment fee, less a 25% service charge, will be refunded with no interest. If the connection approval is revoked, the District shall notify the building permit issuing authority that the District has revoked the connection approval and that the District no longer approves the building permit for the Building. The plant capacity associated with the refunded PIF will be available for resale by the District. The Owner may, at a later time, purchase a new PIF for the Building at the then current cost and receive a new connection approval.

4. The Owner shall be responsible for constructing the entire length of his Service Line from the Building to the point of connection with the District's Sewer Main (including exposing the main line, enabling District staff to safely tap into the sewer main), at point of connection to be specified by the District.
5. Owners whose improvements cannot readily be served by a gravity flow Service Line must make a special request to the District for approval of an individual lift system (ILS). Such request must include supporting documentation as to any economical, physical, technological, or ecological barriers to an all-gravity system. In considering the request for an ILS, economic differences in capital cost must be "substantial" unless other compelling barriers exist. If approved in concept, the District shall have the absolute right of approval of the design and installation of the ILS. The District assumes no liability for malfunctions of such systems, and the District assumes no responsibility for the maintenance, replacement, or utilities necessary for any ILS. If approved, the Owner shall be responsible for all the costs of constructing such ILS, including labor and material. The Owner shall notify the District prior to the commencement of construction of the ILS, and all construction shall be open to inspection by the District at all reasonable times.
6. All physical connections to the District's Facilities shall be constructed in accordance with District Specifications and shall be made by an authorized employee of the District. Such connections shall not be made until all District requirements as specified herein, are fulfilled.
7. It shall be unlawful for any Person to construct a Sewer Main or Service Line to be connected to the District's Facilities or to connect to the District's Facilities without: (1) having made application to the District for approval of such construction or connection; (2) having complied with all requirements and regulations of the District; and (3) having received written authorization from the District.
8. No Person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, sub-surface drainage or cooling water to any of the District's Facilities. No Person shall discharge or cause to be discharged into any of the District's Facilities any harmful water or wastes, whether liquid, solid or gas, capable by itself or in combination with other wastes discharged into the District's Facilities of causing obstruction to the flow in such Facilities, damage or hazard to structures, equipment or personnel of the District, damage or hazard to the District's wastewater treatment processes, or other interference with the proper operation of the District's Facilities. No industrial waste including, without limitation, industrial process waters shall be discharged into the system without prior treatment to a strength of toxicity amenable to treatment with domestic waste.
9. All restaurants, food preparation establishments and vehicle service facilities shall install, use, and maintain grease traps in accordance with District Specifications before connecting to the District's Facilities.
10. It shall be the responsibility of the Owner to maintain the Service Line in good repair at all times and to preserve the proper connection of the Service Line to the District's Facilities.
11. Leaks and/or breaks in a Service Line shall be repaired by the Owner within seven days from the time actual notice of the leak or break is given the Owner or User of the Service Line. The

COPY

District shall have authority to disconnect the Service Line if satisfactory progress toward repairing the Service Line is not achieved, or if the District is unable, after reasonable efforts, to notify the Owner or User of the Service Line of the leak or break. The District shall bill the Owner for such disconnection and collect all resulting costs thereof, as provided in Chapter 12 of the District's Rules and Regulations and the bill will be considered past due if not paid within 10 days.

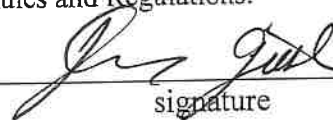
- COPY
12. The Manager and any other duly authorized employee of the District shall be permitted to enter upon all properties for the purpose of disconnecting faulty Service Lines as provided herein.
 13. The Owner shall indemnify the District for any loss or damage caused by improper maintenance or installation of the Service Line.
 14. All sewer service to Users within the District shall be subject to pro-ration and/or curtailment as necessitated by the capacity of the District's Facilities. All Persons shall regularly observe the most reasonable conservation practices so that water is not wasted.
 15. No unauthorized Person shall uncover, make any connection with or opening into, use, alter or disturb any of the District's Facilities without first obtaining written approval from the District. No unauthorized Person shall remove or tamper with any plug installed by the District. The District will impose a penalty assessment for such unauthorized acts in an amount of \$1,000.00 plus the cost of any damages suffered by the District as a result of such unauthorized act.
 16. The Manager and any other duly authorized employee of the District shall be permitted, upon due notice to the Owner, to enter upon all properties for the purpose of inspecting the properties for compliance with the District's Rules and Regulations and for the purpose of inspecting, observing, measuring, sampling and testing the Owner's water use and wastewater discharge.
 17. The Manager and any other duly authorized employee of the District or other governmental body shall be permitted to enter upon all properties for the purpose of discontinuing sewer service.
 18. In addition to any and all other rights and remedies the District may have, the District may impose a \$100.00 penalty assessment for each day of unauthorized use of the District's Facilities.
 19. The Owner of any Building that is connected to the District's Facilities shall be responsible for a monthly service fee which is intended to cover said Owner's equitable share of the costs to operate, maintain, repair, replace, and upgrade the District Facilities and the costs to manage the District. The monthly service fee may change from time to time as the Board amends the service fee rate schedule.
 20. The Manager shall make diligent efforts to identify those Owners who contribute excess flow or loading to the District's Facilities. Excess flow shall mean flow greater than 243 gallons per day per unit, and/or containing substantial continual flow of water. Excess loading shall mean discharges with greater than 0.69 lbs. BOD per day per unit or with greater than 0.75 lbs. TSS per day per SFE unit. Upon identification of excess flow or excess loading, the District shall send written notice to the Owner of the Building contributing the excess flow or loading. Ten (10) days

after mailing of such notice, assessment of a monthly excess flow/loading charge against the Building shall commence.

COPY

21. The District may discontinue service for delinquencies in the payment of any fees, rates, penalties or charges after giving notice to the Owner and/or User of the property serviced by certified mail to the Owner's and/or User's last billing address and/or by notice affixed to the using property. Discontinuance of service may also be made by the District after giving notice as provided herein for any of the following reasons:
- A. misrepresentations made in the application for sewer service;
 - B. making alterations to the Building without notice to and consent of the District;
 - C. willful waste of water through improper or imperfect pipes, fixtures or otherwise, whether because of leaks, breaks or any other reason irrespective of fault or responsibility;
 - D. failure to protect the Service Line and the connection of the Service Line to the District's Facilities;
 - E. abusing or damaging of the District's Facilities; or
 - F. violation of any rules of the District.
22. Unauthorized connections to the District's Facilities may be summarily disconnected by the Manager or his designee at the cost of the Owner of the property served by such unauthorized connection. Additionally, the Owner of the property served by such unauthorized connection shall be subject to service charges for each day that the unauthorized connection existed. The disconnection costs and the service charges shall be charges that are billed and collected as provided in Chapter 12 of the District's Rules and Regulations.
23. No Service Line connected to the District's Facilities shall be disconnected therefrom without the prior approval of the District which shall specify as to how the disconnection shall be properly sealed. The District shall inspect and repair any unauthorized disconnection from the District's Facilities and the costs of such inspection and repair shall be a charge that is billed and collected as provided in Chapter 12 of the District's Rules and Regulations.

OWNER/ OWNER'S REPRESENTATIVE :


signature

DATE : 10 12 2024

PLANT INVESTMENT FEE (PIF): \$ 5000-

APPLICATION APPROVED BY : Jim Webb DATE : 10/11/24

PIF PAID BY : Bruin Waste Mgmt DATE : 10-11-24

PIF RECEIVED BY : Kelly Jackson DATE : 10-11-24

SEWER CONNECTION CONSTRUCTED BY : _____

DATE : _____

BRUIN WASTE MANAGEMENT LLC
PO Box 630
Naturita, CO 81422
(970)864-7531

COMERICA BANK
39200 6 Mile Road Mc 7618
Livonia, MI 48152
9-9/720

34791
FRAUDARMOR

10/10/2024

PAY TO THE ORDER OF Cortez Sanitation District

\$ **5,000.00**

Five Thousand Dollars

DOLLARS

VOID AFTER 90 DAYS

Cortez Sanitation District
United States

VOID VALID VAL
VOID VALID VAL
VOID VALID VAL
VOID VALID VAL
VOID VALID VAL

[Signature]
AUTHORIZED SIGNATURE

MEMO

⑈034791⑈ ⑆072000096⑆ 1853724068⑈

BRUIN WASTE MANAGEMENT LLC

34791

V0909--Cortez Sanitation District
Print As: Cortez Sanitation District

Comerica Bank
BWM COM CHKG - 4068 4068
Date: 10/10/2024

Date	Bill #	Reference Number	Amount Due	Amount Paid/Applied
10/10/2024	Plant Investment Fee		\$5,000.00	\$5,000.00
Net Amount:				\$5,000.00

Page 1 of 1

RECEIPT		DATE <u>Oct 11, 2024</u>	No. <u>617184</u>
RECEIVED FROM <u>Brain Waste Mgmt</u>		<u>D. Guider</u>	<u>\$5000</u>
<u>Five thousand</u>		DOLLARS	
☐ FOR RENT		<u>PIF for 2105 S. Broadway</u>	
☐ FOR			
ACCOUNT		☐ CASH	
PAYMENT		☒ CHECK	<u>34791</u>
BAL. DUE		☐ MONEY ORDER	
		☐ CREDIT CARD	
		BY <u>[Signature]</u>	TO

3-11

Mon Do Title Co., Inc.

236 W. North St
CO 81321

Invoice

Date	Invoice #
1/9/2025	082501OE1

Bill To
Kim Giesler 25401 Rd H Cortez, Co 81321 kingiesler@hotmail.com

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Title Report O&E 2105 S Broadway, Cortez APN 561134300009	25.00	25.00
		Total	\$25.00

Mon Do Title Co., Inc.
236 W. North St
Cortez, Co 81321
Ph. (970)565-8491
misty@mondotitleco.com

Date: January 9, 2025

PROPERTY REPORT

NOTE: THIS REPORT CANNOT BE RELIED UPON AS ESTABLISHING OWNERSHIP. THIS REPORT IS ONLY INTENDED TO SHOW THE NAME(S) OF THE PERSON(S) PRESENTLY APPEARING TO CLAIM OWNERSHIP AND ANY ENCUMBRANCES OF RECORD. THIS REPORT SHOULD NOT BE CONSTRUED AS A TITLE OPINION, LIABILITY OF THE COMPANY UNDER THIS REPORT IS LIMITED TO THE AMOUNT PAID FOR SAME.

To: Kim Giesler
25401 Rd H
Cortez, Co 81321
kingiesler@hotmail.com

Report No: 082501OE1

Property Address: 2105 S Broadway, Cortez Co 81321

Tax ID No.: 5611-343-00-009

Effective Date: January 8, 2025 at 7:30 am

1. The purported owner to the estate in said land is at the date hereof vested in:

2105 S. Broadway Trust dated November 4, 2019

2. The encumbrance(s) (voluntary) if any, to which said land is subject:

Deed of Trust and Assignment of Rents dated November 4, 2019 among 2105 S Broadway Trust, and Zions Bancorporation, N.A., dba Vectra Bank Colorado, to secure a principal amount of \$195,500.00, recorded November 6, 2019 under Reception Number 626128.

3. The judgment(s)/lien(s) (involuntary) if any, to which said land is subject:

NONE

4. Legal Description:

A tract of land in the SW $\frac{1}{4}$ of Section 34, Township 36 North, Range 16 West, N.M.P.M., County of Montezuma, State of Colorado, being more particularly described as follows:

Beginning at a point on the SW $\frac{1}{4}$ of said Section 34, from which point the SW Corner of said Section 34, bears South 18° 39'59" West a distance of 850.83 feet;
thence, North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491;
thence, South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491;
thence, West a distance of 225.85 feet;
thence, North a distance of 301.34 feet to the point of beginning.

By: Misty M. Kvasnicka Date: January 9, 2024
Mon Do Title Co.
236 W North St
Cortez, Co 81321
(970)565-8491

SPECIAL WARRANTY DEED

THIS DEED, dated November 4, 2019

Between Daren R. Stone and Kathy J. Stone

of the said * County of Montezuma and State of Colorado
, grantor(s), and 2105 S Broadway Trust, dated November 4, 2019

whose legal address is 2105 S. Broadway, Cortez, Colorado 81321

of the said County of Montezuma and State of Colorado, grantee(s):
WITNESS, that the grantor(s), for and in consideration of the sum of Two Hundred Forty Six Thousand
One Hundred Thirty Three Dollars and 93/100ths----- DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and
by these presents do grant, bargain, sell, convey and confirm, unto the grantee(s), their heirs and assigns
forever, all the real property, together with improvements, if any, situate, lying and being in the said
County of Montezuma and State of Colorado, described as follows:

See Exhibit "A" attached hereto and made a part hereof by reference

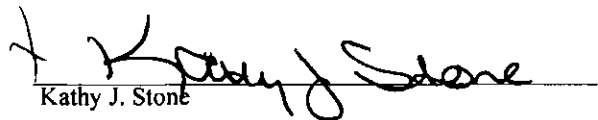
also known by street and number as: 2105 S. Broadway, Cortez, Colorado 81321
assessor's schedule or parcel number: 561134300009

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee(s), their heirs and assigns forever. The grantor(s), for them selves, their heirs,
personal representatives, successors and assigns, do covenant and agree that they shall and will
WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the
grantee(s), their heirs and assigns, against all and every person or person(s) claiming the whole or any part
thereof, by, through or under the grantor(s).

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

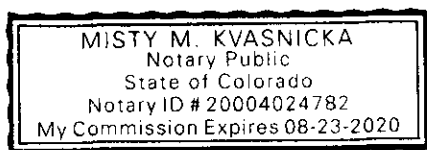

Daren R. Stone


Kathy J. Stone

STATE OF Colorado)
) ss
COUNTY OF Montezuma)

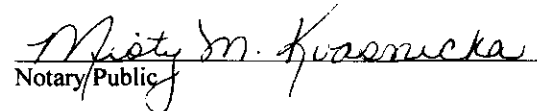
The foregoing instrument was acknowledged before me this 4th day of November, 2019,
by

Daren R. Stone and Kathy J. Stone



*Insert "City and" if applicable

Witness my hand and official seal
My commission expires: Aug 23, 2020


Notary Public

Name and Address of Person Creating Newly Legal Description (38-35-106.5, C.R.S.)



Exhibit "A"

A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., being more particularly described as follows:

BEGINNING at a point in the SW¼ of said Section 34, from which point the SW Corner of said Section 34 bears South 18°39'59" West a distance of 850.83 feet, THENCE North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491; Thence South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491; thence West a distance of 225.85 feet; thence North a distance of 301.34 feet to the point of beginning.
County of Montezuma, State of Colorado.

RECORDATION REQUESTED BY:

Zions Bancorporation, N.A. dba Vectra Bank
Colorado
Cortez Branch
350 West Montezuma
Cortez, CO 81321

WHEN RECORDED MAIL TO:

Zions Bancorporation, N.A. dba Vectra Bank
Colorado
Enterprise Loan Operations-UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

SEND TAX NOTICES TO:

2105 S Broadway Trust
25401 Road H
Cortez, CO 81321

FOR RECORDER'S USE ONLY

DEED OF TRUST AND FIXTURE FILING

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$195,500.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated November 4, 2019, among 2105 S Broadway Trust , whose address is 25401 Road H , Cortez , CO 81321 ("Grantor"); Zions Bancorporation, N.A. dba Vectra Bank Colorado, whose address is Cortez Branch, 350 West Montezuma, Cortez, CO 81321 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of Montezuma County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Montezuma County, State of Colorado:

See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2105 S Broadway, Cortez, CO 81321. The Real Property tax identification number is 561134300009.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and



**DEED OF TRUST
(Continued)**

Loan No: VBC-3183313

Page 6

agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Zions Bancorporation, N.A. dba Vectra Bank Colorado, and its successors and assigns.

Borrower. The word "Borrower" means 2105 S. Broadway, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means 2105 S Broadway Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Zions Bancorporation, N.A. dba Vectra Bank Colorado, its successors and assigns.

Note. The word "Note" means the promissory note dated November 4, 2019, in the original principal amount of **\$195,500.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 4, 2034.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

DEED OF TRUST
(Continued)

Loan No: VBC-3183313

Page 7

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of Montezuma County, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

2105 S BROADWAY TRUST

By: *Dennis J Giesler*
Dennis J Giesler, Trustee of 2105 S Broadway Trust

TRUST ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Montezuma)

This record was acknowledged before me on November 5, 2019 by Dennis J Giesler, Trustee of 2105 S Broadway Trust .

RUTH E SANDERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174025681
MY COMMISSION EXPIRES JUNE 18, 2021

Ruth Sanders
Signature of Notarial Officer

Notary Public in and for the State of Colorado

My commission expires June 19, 2021

Exhibit "A"

A tract of land in the SW¼ of Section 34, Township 36 North, Range 16 West, N.M.P.M., being more particularly described as follows:

BEGINNING at a point in the SW¼ of said Section 34, from which point the SW Corner of said Section 34 bears South 18°39'59" West a distance of 850.83 feet, THENCE North 89°31'00" East a distance of 310.43 feet to the West right of way line of U.S. Highway 160-491; Thence South 15°44'35" West a distance of 311.69 feet along the West right of way line of U.S. Highway 160-491; thence West a distance of 225.85 feet; thence North a distance of 301.34 feet to the point of beginning.
County of Montezuma, State of Colorado.



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

February 04, 2025

Agenda Item: 6. a.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: **Montezuma County Planning & Zoning Commission proposal to be considered.**

BACKGROUND

County Development- Review of a proposed 2 Lot Moderate Subdivision and AR3-9 & COMZ Rezoning Application submitted by Jay & Korina Cruzan, on property located at 26620 Road J, Cortez, CO, consisting of 10 acres, more or less, located south of Road J, west of Road 27, situated in Section 36, Township 36N, Range 16W, N.M.P.M. T

RECOMMENDATION

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

Attachments

Staff Report
County proposal



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

Meeting Date: February 4, 2025

MEMO

TO: Members of the Cortez Planning and Zoning Commission

FROM: Nancy Dosdall, Contract City Planner

SUBJECT: County Development- Review of a proposed 2 Lot Moderate Subdivision and AR3-9 & COMZ Rezoning Application submitted by Jay & Korina Cruzan, on property located at 26620 Road J, Cortez, CO, consisting of 10 acres, more or less, located south of Road J, west of Road 27, situated in Section 36, Township 36N, Range 16W, N.M.P.M. T

ATTACHMENTS: County Application Packet

BACKGROUND

The proposed project will consist of a two lot subdivision of a 10 acre parcel. The lots are proposed at 3.5 acres and 6.5 acres.

The parcel is located in the 1 Mile Planning area for the City, adjacent to City Limits CR J (7th St) is considered an arterial in the Master Streets Plan. ROW for an arterial is 60 – 100 feet wide, the width of Road J is unknown at this time. While arterials allow for direct driveway access, it is generally discouraged. Staff suggests that the City request the County to required a shared access for the two lots if feasible.

The Montezuma County Board of County Commissioners will hold a public hearing for this permit on February 13, 2025.

RECOMMENDATION

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



Montezuma County Planning & Zoning Commission

109 West Main, Room 305
Cortez, CO 81321
(970) 565-2801
(970) 565-3420 Fax

MONTEZUMA COUNTY PLANNING & ZONING COMMISSION PUBLIC NOTICE

Notice is hereby given that the Montezuma County Planning & Zoning Commission will hold a Public Hearing for the purpose of reviewing and determining recommendations to be made to the Board of County Commissioners regarding a proposed 2 Lot Moderate Subdivision and AR3-9 & COMZ Rezoning Application submitted by Jay & Korina Cruzan, on property located at 26620 Road J, Cortez, CO, consisting of 10 acres, more or less, located south of Road J, west of Road 27, situated in Section 36, Township 36N, Range 16W, N.M.P.M. The hearing will be held Thursday, February 13, 2025 at 6:00 pm, 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 7th day of January, 2025.

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

Published in the Journal on Wednesday, January 29, 2025.



Application Date: **1/16/2025**

Planning Commission Meeting Date: **2/13/2025**

(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): Jay & Korina Cruzan		
Mailing Address: 25305 Road P, Dolores, CO 81323		
Phone Number: 970-749-6112 or 970-759-0892		
Email Address: cruzanconstruction@msn.com		
Agent Information		
Agent(s): Jay Cruzan	Phone Number: 970-749-6112	
Email Address: cruzanconstruction@msn.com		
(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.)		
Proposed Development Information		
Current Zoning: AR10-34	Requested Zoning: AR3-9 & COMZ	
Number of Lots Proposed: 2	Total Acres: 10+/-	
Brief Description of Proposed Land Use: Applicants propose to create a 2 Lot Moderate Subdivision consisting of one 3.5+/-ac parcel for their commercial business and one 6.5+/-ac parcel for residential.		
Parcel I.D. Number: 561136100067		
Property Address: 26620 Road J, Cortez, CO		
Legal Description of Property	Section: 36	Township: 36N Range: 16W
Surrounding Property Information		
Brief Description of Adjacent Land Uses: the surrounding properties consist of residential and large and small agricultural uses along with Cortez City properties and the Montezuma-Cortez High School and Bus Garage facility		
Number of Lots: 2	Average Acreage Per Lot: 3.5+/-	Total Acres: 10+/-

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

This property is serviced by the Cortez Sanitation District

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. MWC has a 6" mainline on the South side of Rd J and currently provides water to the above-mentioned property and does have water available for 1 additional residential service. Water service is available, and has not been secured. A \$500.00 per lot water availability fee will be due before MWC will sign off on the final plat.

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 4 residential uses. Date on Permit: 11/28/2023

The existing barndominium has a driveway permit: #DW-043-2023 and the current access will continue south along the proposed new lots

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

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, Wildfire Adapted Partnership recommends a wildfire mitigation plan.

☐ Attached ☐ In Progress

The majority of the parcel is covered in Pinyon/Juniper & sagebrush forest fuels. The parcel also shares a property line with the Blue Mesa GPUD to the east & has a potential fire chimney on the south side from McElmo Creek. The property owners can contact Celeste Moore (970) 422-0051, for a site assessment to give them a good starting point for developing a wildfire mitigation plan. However, since the property is to be subdivided into 2 lots with each possibly having a structure built, they cannot waive the mitigation plan requirement.

☐ No, Waiver Granted by Planning Department Staff:

☐ Submittal of Affidavit with directional photos: ☐ Attached ☐ In Progress

Weed Plan

Weed Plan: ☐ Attached ☐ In Progress

County Weed Dept recommends a waiver from a comprehensive weed plan however owner is still responsible for management of noxious weed populations.

☒ No, Waiver recommended by the County Weed Department

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: State of Colorado

Address: unknown

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.

[Signature]
Applicant

[Signature]
Applicant

Jan 16, 25
Date

Jan. 16, 25
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: [Signature] Title: _____

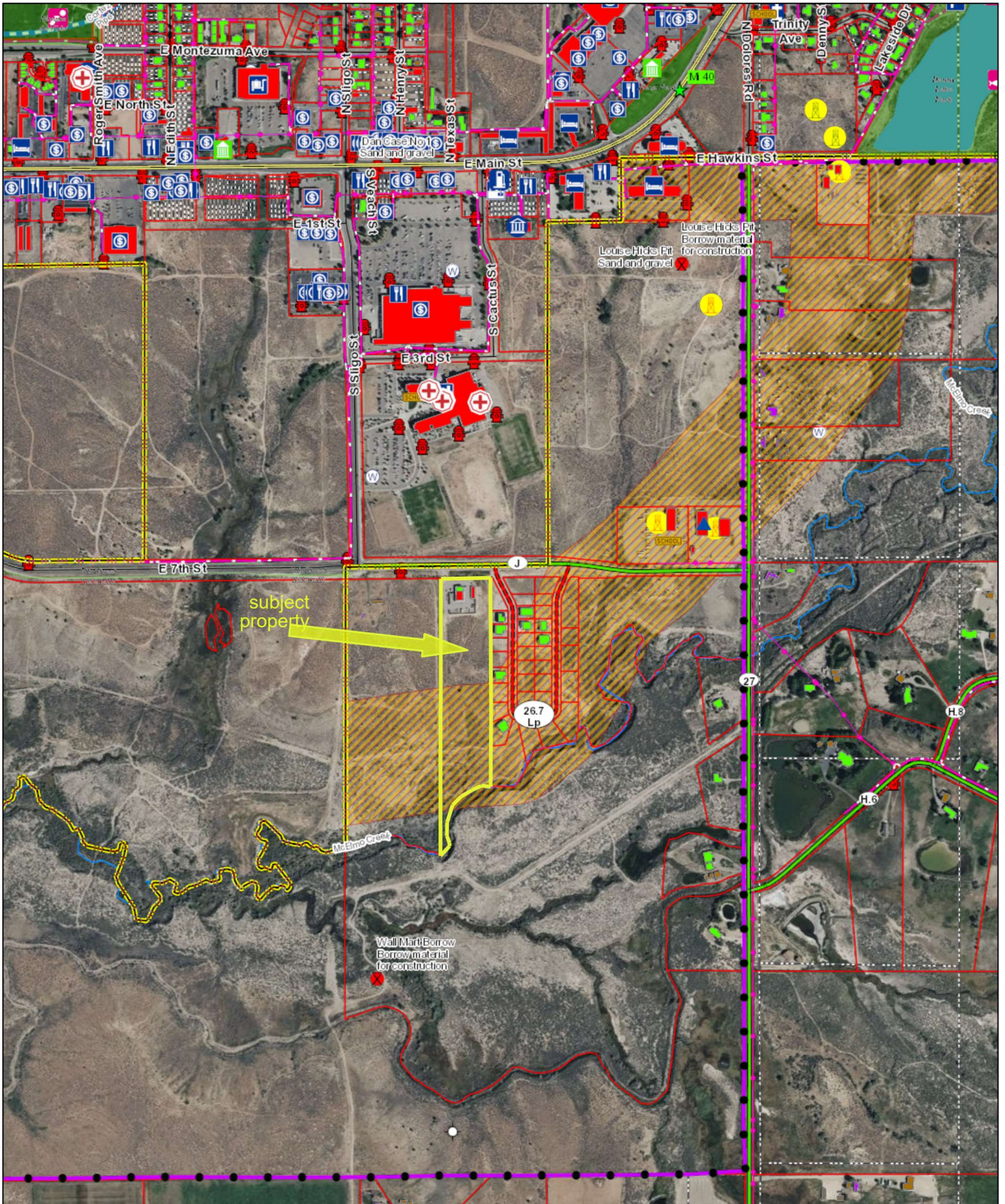
Planning Director Review: [Signature] Date: 1/27/25



3.5+/- acres

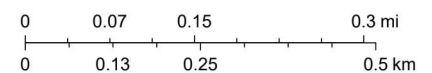
6.5+/- acres

Montezuma Planning Map



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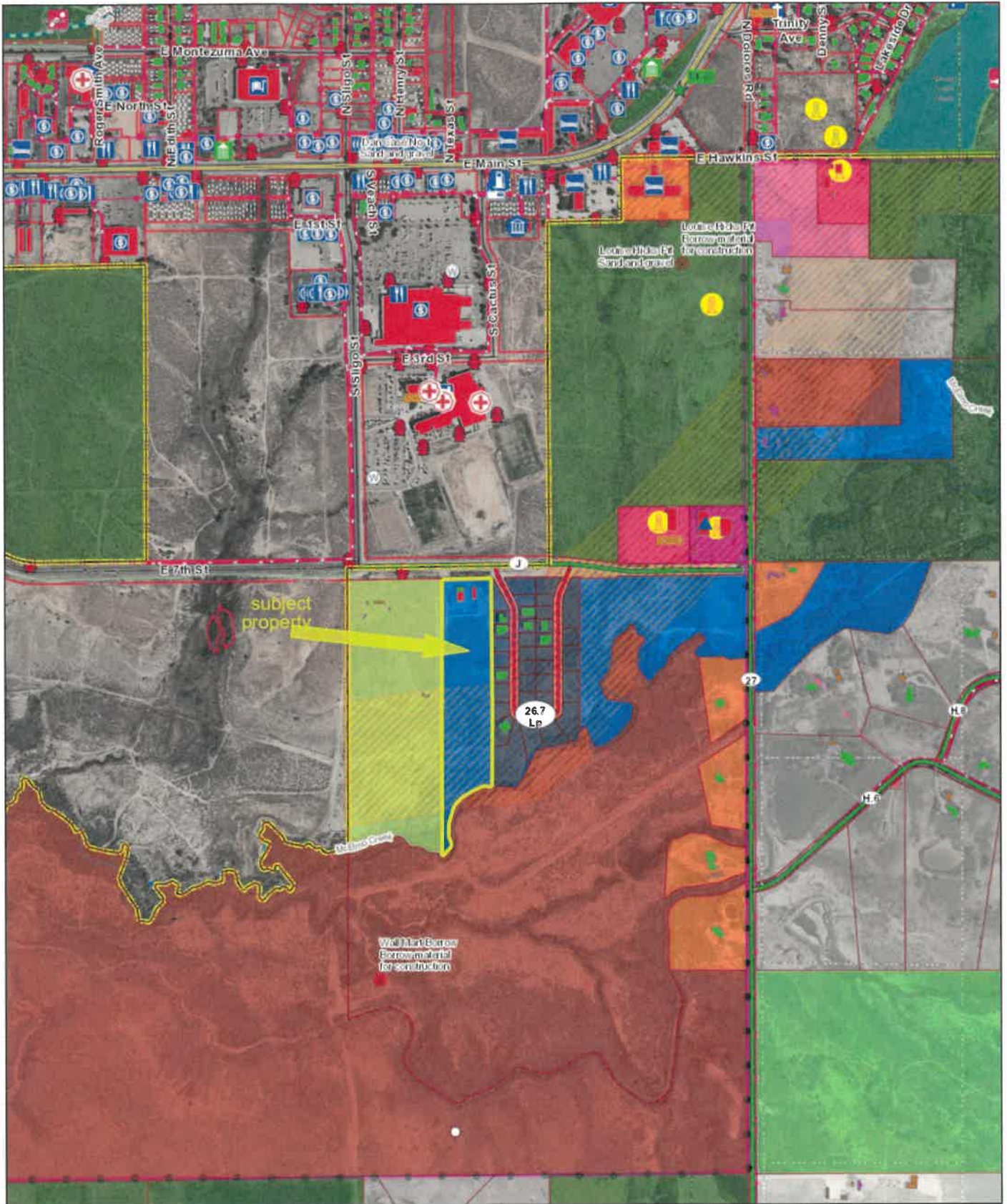
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-  Parks
 Public Lands & BIA Land
 BIA
 BLM
 CANM
 CO State

Montezuma Planning Map



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Zoning

A-80+

A/R 35+

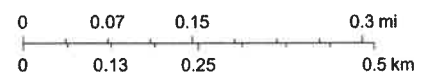
AGZ

A/R 10-34

A/R 3-9

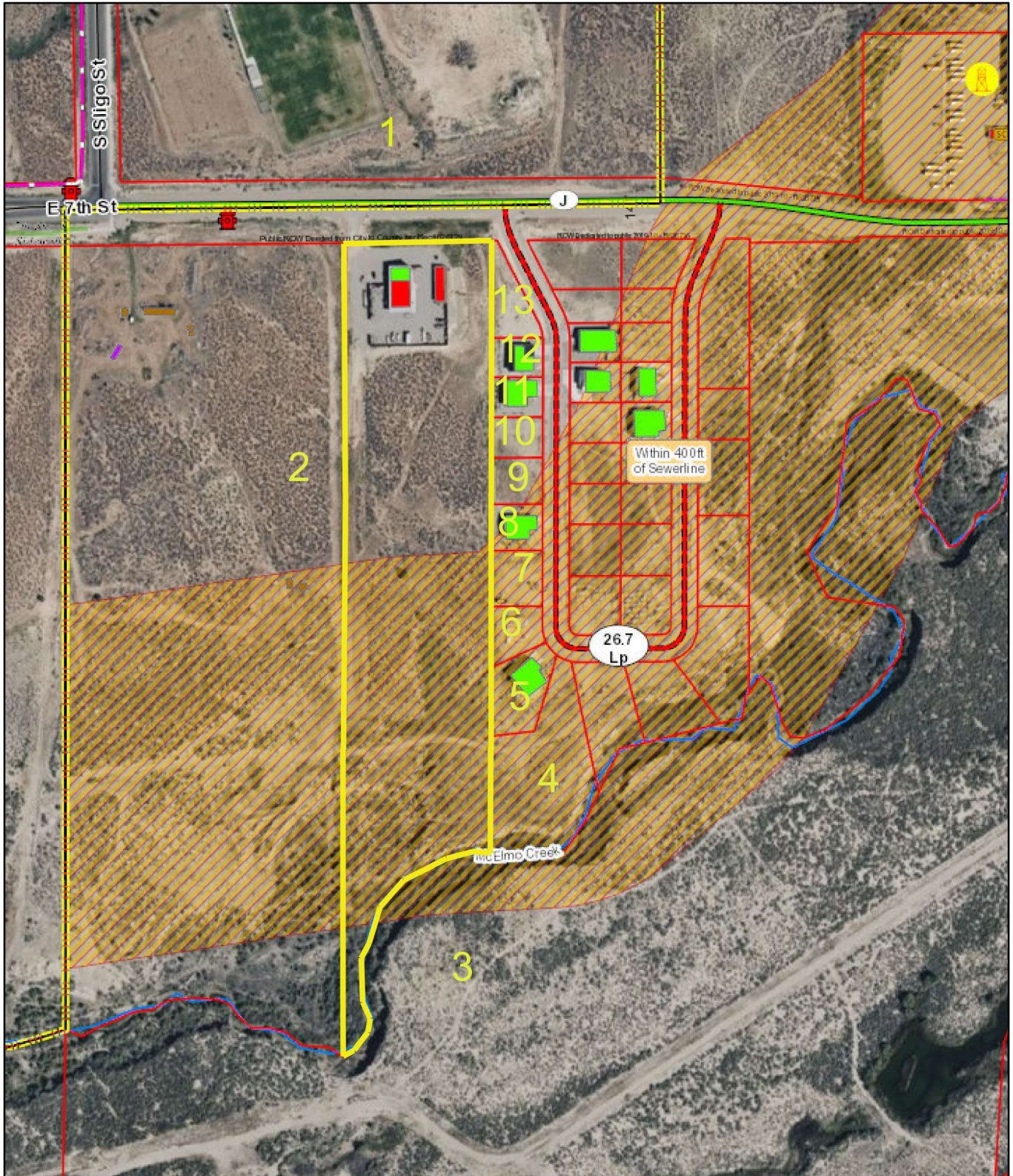
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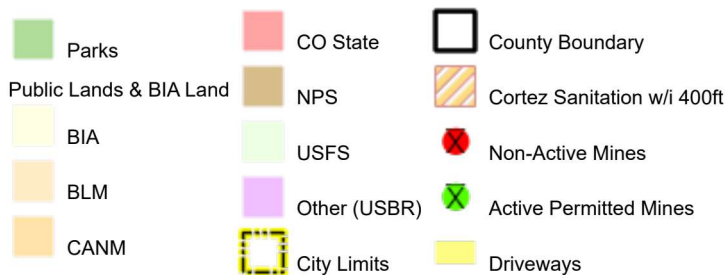
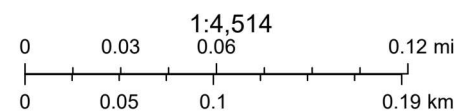


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Montezuma Planning Map



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Neighbor List for: Jay & Korina Cruzan 26620 Road J, Cortez, CO

	Property Owner	Mailing Address	Physical Address	Zone	Acres
1	Montezuma-Cortez School District RE-1	P O Drawer R, Cortez, CO 81321	418 S. Sligo St., Cortez, CO 81321	City	35.47+/-
2	Thomas & Leita Hughes	17319 Road G, Cortez, CO 81321	1739 E. 7th St., Cortez, CO 81321	AGZ	24.44+/-
3	Cortez Land & Cattle, LLC	P O Box 270, Dolores, CO 81323	TBD Road 27, Cortez, CO 81321	USZ	100.62+/-
4	R & C Properties, LLC	25305 Road P, Dolores, CO 81323	8890 Road 26.7 Loop, Cortez, CO 81321	R-3	1.61+/-
5	David Guenther	8888 Road 26.7 Loop, Cortez, CO 81321	8888 Road 26.7 Loop, Cortez, CO 81321	R-3	0.49+/-
6	Cruzan Construction Co.	25305 Road P, Dolores, CO 81323	8884 Road 26.7 Loop, Cortez, CO 81321	R-3	0.29+/-
7	R & C Properties, LLC	25305 Road P, Dolores, CO 81323	8878 Road 26.7 Loop, Cortez, CO 81321	R-3	0.33+/-
8	Michael Hannigan	8866 Road 26.7 Loop, Cortez, CO 81321	8866 Road 26.7 Loop, Cortez, CO 81321	R-3	0.27+/-
9	R & C Properties, LLC	25305 Road P, Dolores, CO 81323	8858 Road 26.7 Loop, Cortez, CO 81321	R-3	0.27+/-
10	R & C Properties, LLC	25305 Road P, Dolores, CO 81323	8850 Road 26.7 Loop, Cortez, CO 81321	R-3	0.23+/-
11	Brian & Theresa Werckman	8842 Road 26.7 Loop, Cortez, CO 81321	8842 Road 26.7 Loop, Cortez, CO 81321	R-3	0.23+/-
12	Stephen & Anita Powell	8834 Road 26.7 Loop, Cortez, CO 81321	8834 Road 26.7 Loop, Cortez, CO 81321	R-3	0.23+/-
13	R & C Properties, LLC	25305 Road P, Dolores, CO 81323	TBD Road 26.7 Loop, Cortez, CO 81321	R-3	0.33+/-



CITY OF CORTEZ
123 ROGER SMITH AVENUE
CORTEZ, CO 81321

February 04, 2025

Agenda Item: 7. a.

MEMO TO: Planning and Zoning Commission

FROM: Cheryl Lindquist, Permit Technician/Deputy City Clerk

SUBJECT: Discussion on the Intergovernmental Agreement for Road and Street Management Between the City of Cortez and Montezuma County.

BACKGROUND

In 2009, the City and County adopted an intergovernmental agreement (attached) regarding Road and Street Management which addresses joint planning and management of roads within the one-mile area of the County surrounding the City (see attached map). It also addresses project review and referrals in the defined area.

DISCUSSION

See Attached.

RECOMMENDATION

Discussion Item. No action to be taken at this time.

Attachments

Staff memo
Documentation



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

Meeting Date: February 4, 2025

MEMO

TO: Members of the Cortez Planning and Zoning Commission

FROM: Nancy Dosdall, Contract City Planner

SUBJECT: Proposed Addendum to the Intergovernmental Agreement for Road and Street Management Between the City of Cortez and Montezuma County.

In 2009, the City and County adopted an intergovernmental agreement (attached) regarding Road and Street Management which addresses joint planning and management of roads within the one-mile area of the County surrounding the City (see attached map). It also addresses project review and referrals in the defined area. As part of the County's recent review of its land use processes, the County proposed some revisions to the IGA. The proposed changes have not yet had any public review. We are providing the existing and proposed documents for your review and comment. We will consolidate all comments and provide them back to the County. Please note that this is ***not*** related to the City Land Use Code Draft currently under review.

**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.

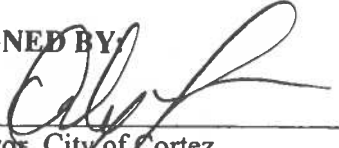
8. **Severability**

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.

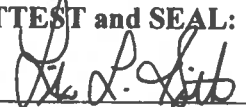
The City and County enter into this agreement with the spirit of cooperation. This Intergovernmental Agreement for Road and Street Management between the City of Cortez and Montezuma County shall be adopted and shall take effect upon the date of adoption, which is this 13th day of January 2009.

SIGNED BY:


Mayor, City of Cortez

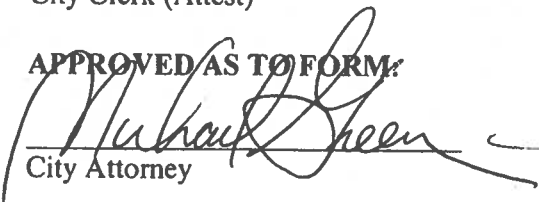

Chair, Board of County Commissioners

ATTEST and SEAL:


City Clerk (Attest)


Clerk to the Board (Attest)

APPROVED AS TO FORM:


City Attorney

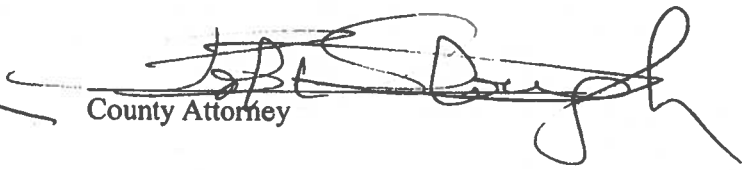

County Attorney

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.)

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

Concerning Cooperative Planning Efforts

This Addendum to the Intergovernmental Agreement Policy ("Addendum") concerning cooperative planning efforts dated _____, is between Montezuma County, Colorado (the "County") and the City of Cortez, Colorado, a Home Rule Municipality (the "City").

WHEREAS, the City and County entered into an Intergovernmental Agreement Policy in 2009 ("Original IGA"); and

WHEREAS, the City and County desire to update certain provisions of the Original IGA while maintaining its core purposes and goals;

NOW, THEREFORE, the parties agree to the following modifications and additions to the Original IGA:

Section 1. Definition Updates

A. All references to "One Mile Area" in the Original IGA shall be replaced with "Cooperative Planning Area" or "CPA."

B. The "Cooperative Planning Area" shall mean the unincorporated area identified in the Cooperative Planning Area Map that surrounds the existing City Boundary, which may be amended from time to time, after official adoption by both the City of Cortez and Montezuma County,

C. All provisions, requirements, and obligations previously referring to the One Mile Area in the Original IGA shall apply in full force and effect to the Cooperative Planning Area.

Section 2. Review Timelines

The following review timelines shall be incorporated into the Original IGA:

A. Development Applications to the County within the CPA but Outside the City Boundaries:

1. Upon receipt of an applicable, per Original IGA, complete Development Application, County planning staff shall forward a referral of the application to the City planning staff and shall advise City staff of the anticipated County Planning and Zoning Commission and/or the Board of County Commissioners public meetings. The County shall provide no less than 14 calendar days for the City to review and provide comments.

2. The City shall provide comments, if any, to the County at least 10 days prior to the first scheduled public meeting on the application.

B. Development Applications to the City within the City or CPA:

1. Upon receipt of an applicable, per Original IGA, complete Development Application or petition for annexation, City planning staff shall forward a referral of the application to the County planning staff

and shall advise County staff of the anticipated City Planning and Zoning Commission and/or City Council public meetings. The City shall provide no less than 14 calendar days for the County to review and provide comments.

2. The County shall provide comments, if any, to the City at least 10 days prior to the first scheduled public meeting on the application.

Section 3. Utility Services

A. When a Development Application is adjacent to the City, located within the CPA, and can meet the Statutory requirements for contiguity, the City and County shall work together and guide applicants to annex their property into the City.

B. All developments meeting the criteria in Section 2.A shall be required to connect to City water services where such services are available or can be reasonably extended. Where City water service is not available, the City and County shall jointly evaluate alternative water service options, with preference given to solutions that do not impede future annexation into the City.

Section 4. Development of a CPA Master Plan

The City and County are encouraged to collaborate in the preparation of a master plan (also referred to as a "comprehensive development plan" under C.R.S.) for the CPA. This master plan will define a land use plan for the area, including appropriate densities, transitions, and buffering to foster the logical extension of public infrastructure and transition to the rural and agricultural context of Montezuma County. This master plan should also identify the location of major roadways, intersections, and the location of public utility mains. The master plan may include additional land use and infrastructure planning measures as deemed necessary by the City and County.

Section 5. Updated Cooperative Planning Area Map

A. The Cooperative Planning Area Map attached hereto as Exhibit A ("2024 CPA Map") is hereby approved and adopted by both parties.

B. The 2024 CPA Map replaces and supersedes any previous maps referenced in the Original IGA.

C. The 2024 CPA Map serves as the official delineation of the Cooperative Planning Area for all purposes under the Original IGA and this Addendum.

D. Future revisions to the CPA Map require the adoption by both the City Council and the County Commissioners

Section 6. Effect of Addendum

Except as specifically modified by this Addendum, all terms and conditions of the Original IGA remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Original IGA, the terms of this Addendum control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

MONTEZUMA COUNTY, COLORADO

By: _____

Chair, Board of County Commissioners

ATTEST:

County Clerk

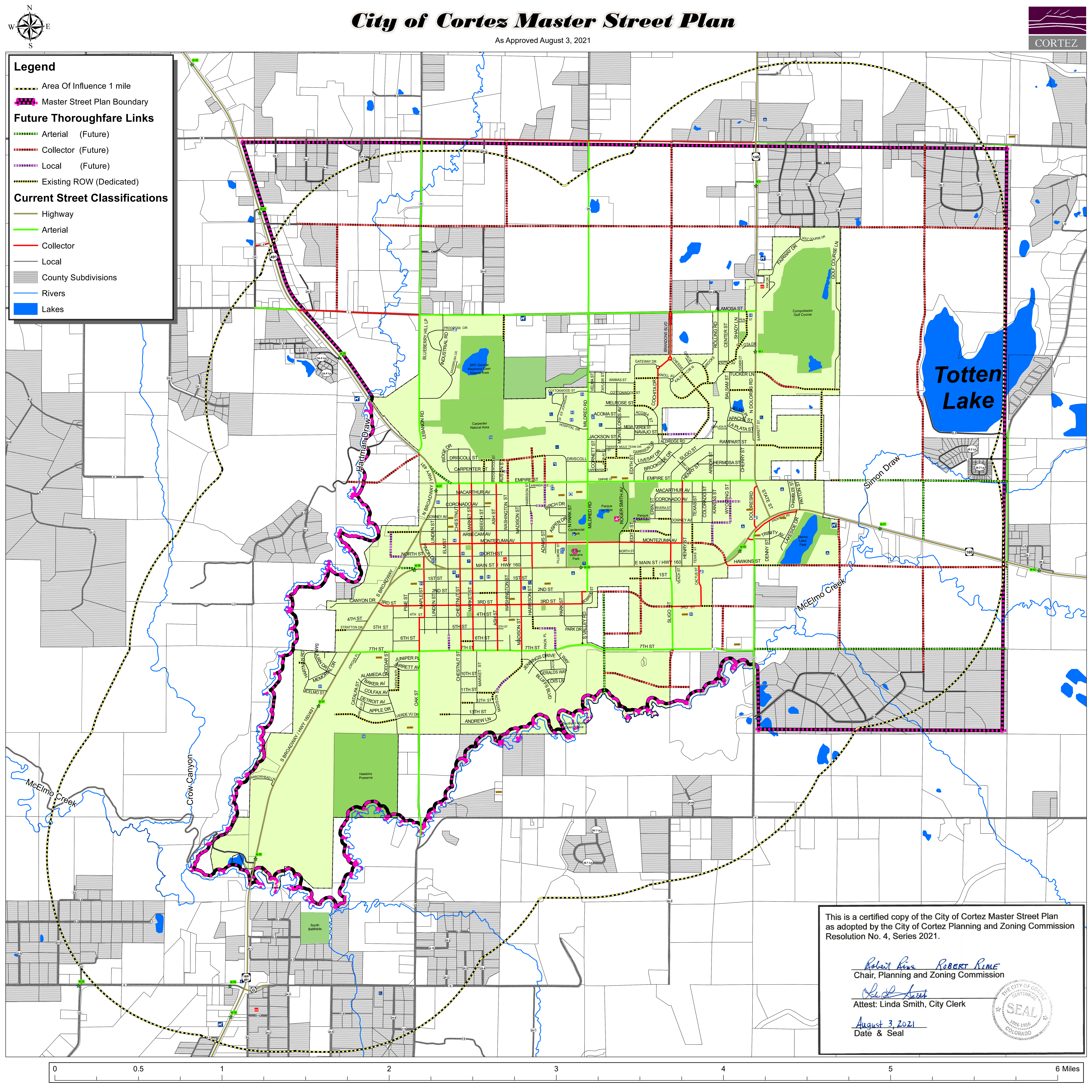
CITY OF CORTEZ, COLORADO

By: _____

Mayor

ATTEST:

City Clerk



City of Cortez Master Street Plan

As Approved August 3, 2021



Legend

- Area Of Influence 1 mile
- Master Street Plan Boundary
- Future Thoroughfare Links**
- Arterial (Future)
- Collector (Future)
- Local (Future)
- Existing ROW (Dedicated)
- Current Street Classifications**
- Highway
- Arterial
- Collector
- Local
- County Subdivisions
- Rivers
- Lakes

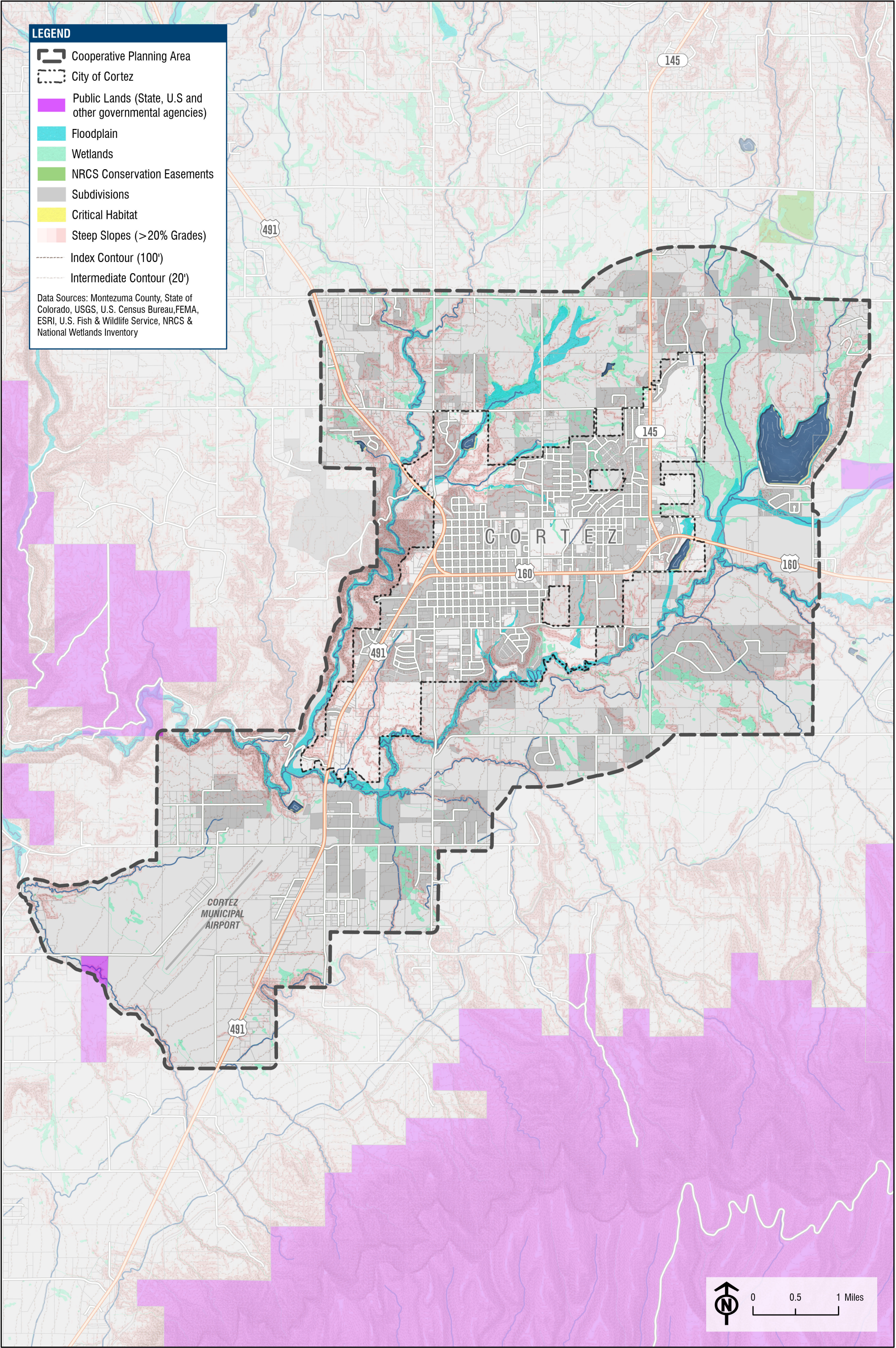
This is a certified copy of the City of Cortez Master Street Plan as adopted by the City of Cortez Planning and Zoning Commission Resolution No. 4, Series 2021.

Robert Rime **ROBERT RIME**
Chair, Planning and Zoning Commission

Linda Smith
Attest: Linda Smith, City Clerk

August 3, 2021
Date & Seal

THE CITY OF CORTEZ
SEAL
1896-1996
COLORADO



LEGEND

- Cooperative Planning Area
- City of Cortez
- Public Lands (State, U.S and other governmental agencies)
- Floodplain
- Wetlands
- NRCS Conservation Easements
- Subdivisions
- Critical Habitat
- Steep Slopes (>20% Grades)
- Index Contour (100')
- Intermediate Contour (20')

Data Sources: Montezuma County, State of Colorado, USGS, U.S. Census Bureau, FEMA, ESRI, U.S. Fish & Wildlife Service, NRCS & National Wetlands Inventory

CORTEZ MUNICIPAL AIRPORT

CORTEZ

