



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS STUDY SESSION**

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, February 22, 2022, beginning at 6:00 p.m.

1. Land Sales, Property offers and Discussion
2. ARPA Contract for Tank & Waterlines
3. IGA with county District Election
4. Resolution to have County handle Election
5. Personnel How many employees needed
6. CCAAC Review

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, February 22, 2022, beginning at 6:15 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK
5. APPROVAL OF AGENDA.
6. APPROVAL OF MINUTES.

Study Session February 8, 2022
Regular Meeting February 8, 2022
CCACC Minutes February 11, 17, 2022

7. BILLS PAYABLE. 2nd set of bills
8. FINANCIAL REPORT. January 2022
9. OPERATIONAL REPORT.
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
11. CITIZENS INPUT.
12. ATTORNEYS REPORT.
13. AGENDA ITEMS:

IGA with County
Resolution 4-2022 County to handle Election
ARPA Fund Contract

Discussion/ Action
Discussion/Action
Discussion/Action

14. OLD BUSINESS. Covenants Lawyer/ Dump Truck /Applewood Park/Cameras for plants
15. NEW BUSINESS: Review Cyber Report and moving forward
16. CCACC
A. New Construction

B. Actions

a.

17. CORRESPONDENCE. Janice Starr and Dave Houghton

18. **EXECUTIVE SESSION:**

19. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019. Alternate location if so needed will be at the Recreation Center located at 5000 Cuerno Verde, Colorado City, CO. 81019.

Colorado City Metropolitan District

4497 Bent brothers Blvd

PO Box 20229

Colorado City, Colorado 81019

Posted February 18, 2022

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting February 22, 2022

Time: Feb 22, 2022 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84876410942?pwd=UG0rNjhNR2FzVHJGRFVqTCs3VGdjZz09>

Meeting ID: 848 7641 0942

Passcode: 199979

One tap mobile

+13462487799,,84876410942#,,,,*199979# US (Houston)

+16699009128,,84876410942#,,,,*199979# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 848 7641 0942

Passcode: 199979

Find your local number: <https://us02web.zoom.us/u/kAcmX9KoB>



Keller Williams Performance Realty
 Mark Ditzkof
 dmark.kw@gmail.com
 Ph: 7196962028
 Fax: 7195839900

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
 (LAND)**

Property with No Residences)
 Property with Residences-Residential Addendum Attached)

Date: 2/17/2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Enrico Sciandra (Buyer) will take title to the Property described below as

Joint Tenants Tenants In Common Other severalty.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** Colorado City Metro District (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

LOT 649 UNIT 30 COLO CITY and LOT 650 UNIT 30 COLO CITY

known as: 649 + 650 0, Colorado City, CO 81019

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions:**

n/a

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

n/a

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be

Seller(s) Initials:

ES

56 transferred to Buyer at Closing (Leased Items):

59 n/a

60 2.6. Exclusions. The following items are excluded (Exclusions):

61 n/a

62 2.7. Water Rights, Well Rights, Water and Sewer Taps.

64 2.7.1. Deeded Water Rights. The following legally described water rights:

65 n/a

66 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

67 2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§
68 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

69 n/a

70 2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer
71 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
72 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
73 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
74 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
75 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
76 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

77 n/a.

78 2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as
79 follows:

80 n/a

81 2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the
82 Property are being conveyed as part of the Purchase Price as follows:

83 n/a

84 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider,
85 written confirmation of the amount remaining to be paid, if any, time and other restrictions for
86 transfer and use of the taps.**

87 2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
88 Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer
89 Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

90 2.7.7. Water Rights Review. Buyer Does Does Not have a Right to Terminate if
91 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination
92 Deadline.**

93 2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

94 n/a

95 3. DATES, DEADLINES AND APPLICABILITY.

96 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>n/a</i>
2	§ 4	Alternative Earnest Money Deadline	<i>3 Days After MEC</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>7 Days After MEC</i>
4	§ 8	Record Title Objection Deadline	<i>8 Days After MEC</i>
5	§ 8	Off-Record Title Deadline	<i>7 Days After MEC</i>
6	§ 8	Off-Record Title Objection Deadline	<i>8 Days After MEC</i>

102 Seller(s) Initials:

103 *ES*

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7	§ 8	Title Resolution Deadline	10 Days After MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	n/a
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		Survey	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due Dilligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	n/a
31	§ 10	Inspection Objection Deadline	n/a
32	§ 10	Inspection Resolution Deadline	n/a
33	§ 10	Property Insurance Termination Deadline	n/a
34	§ 10	Due Diligence Documents Delivery Deadline	n/a
35	§ 10	Due Diligence Documents Objection Deadline	n/a
36	§ 10	Due Diligence Documents Resolution Deadline	n/a
37	§ 10	Environmental Inspection Termination Deadline	n/a

Seller(s) Initials: EB

175	38	§ 10	ADA Evaluation Termination Deadline	n/a
176	39	§ 10	Conditional Sale Deadline	n/a
177				
178	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
179				
180	41	§ 11	Estoppel Statements Deadline	n/a
181				
182	42	§ 11	Estoppel Statements Termination Deadline	n/a
183				
184			Closing and Possession	
185	43	§ 12	Closing Date	<i>On or Before 7 Days After MEC</i>
186				
187	44	§ 17	Possession Date	n/a
188				
189	45	§ 17	Possession Time	n/a
190	46	§ 27	Acceptance Deadline Date	n/a
191				
192	47	§ 27	Acceptance Deadline Time	n/a
193	48	n/a	n/a	n/a
194	49	n/a	n/a	n/a
195				

196 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or
 197 completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision
 198 containing the deadline is deleted. Any box checked in this Contract means the corresponding provision
 199 applies. If no box is checked in a provision that contains a selection of "None", such provision means that
 200 "None" applies.
 201

202 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have
 203 signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.
 204

205 **3.3. Day; Computation of Period of Days; Deadlines.**

206 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m.,
 207 United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of**
 208 **Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines,
 209 Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day
 210 specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank
 211 or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.
 212

213 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after
 214 MEC), when the ending date is not specified, the first day is excluded and the last day is included.

215 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday
 216 (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or
 217 Holiday. Should neither box be checked, the deadline will not be extended.
 218

219 **4. PURCHASE PRICE AND TERMS.**

220 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
 221 follows:
 222

Item No.	Reference	Item	Amount	Amount
223 1	§ 4.1.	Purchase Price	\$ 18,000.00	
224 2	§ 4.3.	Earnest Money		\$ 1,000.00
225 3	§ 4.5.	New Loan		\$
226 4	§ 4.6.	Assumption Balance		\$
227 5	§ 4.7.	Private Financing		\$
228 6	§ 4.7.	Seller Financing		\$

ES

Seller(s) Initials:

233	7	n/a	n/a		\$
234					
235	8	n/a	n/a		\$
236	9	§ 4.4.	Cash at Closing		\$ 17,000.00
237					
238	10		Total	\$ 18,000.00	\$ 18,000.00

239 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$n/a (Seller Concession). The Seller
 240 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
 241 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
 242 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
 243 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
 244 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
 245 in this Contract.
 246

247 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a personal check,
 248 wire, or good funds, will be payable to and held by Capstone Title (Earnest Money Holder), in its trust
 249 account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with
 250 this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment.
 251 The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing
 252 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on
 253 Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to
 254 Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest
 255 Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
 256

257 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
 258 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline.**

259 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
 260 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
 261 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
 262 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
 263 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
 264 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
 265 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
 266 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
 267 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
 268

269 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
 270 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
 271 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the
 272 Earnest Money due to a Buyer default.
 273

274 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
 275 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
 276 liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest
 277 Money due to a Seller Default.

278 **4.4. Form of Funds; Time of Payment; Available Funds.**

279 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,
 280 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including
 281 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).
 282

283 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be
 284 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by
 285 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

286 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does**
 287 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
 288 stated as Cash at Closing in § 4.1.
 289

290 **4.5. New Loan.** (Omitted as inapplicable)

Seller(s) Initials: B

1156 No.) of the recipient.

1167 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
1168 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign
1169 a contract in Colorado for real property located in Colorado.
1170

1171
1172 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
1173 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1174 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1175 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1176 executed by each party, separately and when each party has executed a copy thereof, such copies taken
1177 together are deemed to be a full and complete contract between the parties.
1178

1179
1180 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1181 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1182 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1183 **and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**
1184

1185
1186 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1187

1188
1189 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1190 Colorado Real Estate Commission.)

1191 n/a
1192

1193 **30. OTHER DOCUMENTS.**

1194 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

1195 n/a
1196

1197
1198
1199
1200 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a
1201 part of this Contract:

1202 n/a
1203
1204
1205
1206
1207
1208

1209 **Signatures**
1210

1211
1212
1213
1214 *Enrico Sciandra*

1215 Date: 2/17/2022

1216 Buyer: **Enrico Sciandra**
1217
1218
1219
1220

1221 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

1222 _____ Date: _____
1223
1224

Seller(s) Initials:

ES

1225 Seller: **Colorado City Metro District**
1226 **By: TBD TBD, Approved Signer**
1227
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1231 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**
1232
1233
1234

1235
1236
1237 **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**
1238

1239 **A. Broker Working With Buyer**
1240

1241 Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if
1242 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1243 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1244 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1245 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1246 mutual instructions, provided the Earnest Money check has cleared.
1247

1248 Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction.
1249

1250 **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship
1251 with Seller.
1252

1253 Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer**
1254 **Other** .
1255

1256
1257 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
1258 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be
1259 entered into separately and apart from this provision.
1260

1261 Brokerage Firm's Name: **Keller Williams Performance Realty**
1262

1263 Brokerage Firm's License #: **EC 40046527**
1264

1265
1266
1267 

1268 Date: **2/17/2022**
1269

1270 Broker's Name: **Mark Ditkof**

1271 Broker's License #: **FA.100069777**
1272

1273 Address: **1528 Fortino Blvd Pueblo, CO 81008**

1274 Ph: **7196962028** Fax: **7195839900** Email Address: **dmark.kw@gmail.com**
1275
1276

1277
1278
1279 **B. Broker Working with Seller**
1280

1281 Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if
1282

1283 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1284 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1285 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1286 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1287 mutual instructions, provided the Earnest Money check has cleared.
1288

1289
1290 Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction.

1291
1292 Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship
1293 with Buyer.
1294

1295 Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other .
1296

1297 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
1298 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be
1299 entered into separately and apart from this provision.
1300

1301
1302 Brokerage Firm's Name: *n/a*

1303 Brokerage Firm's License #: *n/a*
1304

1305 _____ Date: _____
1306

1307 Broker's Name: *n/a n/a*
1308

1309 Broker's License #: *n/a*
1310

1311 Address: ,
1312

1312 Ph: Fax: Email Address:
1313
1314

1315 **CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)**

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1317

Seller(s) Initials:

B

MLS #: S194697S (Sold) List Price: \$15,000

TBD Piegans Colorado City, CO 81019

Selling Price: \$17,250 **Selling Date:** 8/27/2021 **Selling Office Name:** Rocky Mountain Realty (#:952) **Selling Agent Name:** Preston Buffalo (#:2353)

Financing: Cash **Seller Points Paid:** No **Seller Points Paid Amount:** n/a **Seller Contribution Paid:** n/a

Owner Carry: No **Down Payment Assistance:** n/a **Sale Type:** Arms Length Sale

Appraised Below Contract Price: No **Escalation Applied :** No **GAP Applied:** No **Multiple Offers:** Yes

Addl Sold Comments: n/a



Total Acres: 1.81
Acreage Range: 1-2.99 Acres
Acreage Source: Court House
Possible Use: Ranch, Single Family, Farm, Current Use, Other

Sub Area: Colorado City
Area: Southwest County
School District: 70
County: Pueblo
Taxes: 2.22
Prior Tax Year: 2020

Legal Description: LOT 60 UNIT 31 COLO CITY

Parcel Number: 5703331049

Parcel #-2:

Lot: 60 **Block:** n/a **Tract/Filing/Unit:** 31

Deed Provided: Special

Water Rights: No

Description:

Frontage:

Lot Faces:

Zoning: A-4

Irregular Lot Size: Yes

Lot Dimensions: ≈78,844 sqft

Lot SqFt: 78844

POA Fees:

HOA Dues:

HOA Inclusions: None

Property Disclosure Avail: Yes

Provide Property Disc: Yes

Disclosure: None

Documents on File: Map

Variable Commission: No

Comm BA % or \$: 3.5

Comm TB % or \$: 3.5

Possession: Day of Closing

Commission on Seller Concessions: No

Earnest Money Required: 1000

Earnest Money To: Fidelity National

Terms: Cash, Conventional

Showing Instructions: Appointment Only, Beware of Animals

Ownership: Seller

Exclusions:

Topography/Lot Description: Rolling, Slight Slope, Wooded Lot, Open Lot, Cul-de-Sac, Horse Property, View, Mountain View, Irregular

Crops: None

Irrigation: None

Extras: None

Access: Unpaved, 4WD Recommended, County Road

Curbs/Gutters: No

Water Company: CoCityMetr

Curbs & Gutters: No Curbs, No Gutters

Water: None

Structures: No

Sewer: None

Marquee:

Electric Co: San Isabel

Mineral Rights: No

Electric: None

Grazing Rights: No

Gas Company: None

Gas: None

Public Remarks: VIEWS! VIEWS! VIEWS! Here is the opportunity to own a gorgeous piece of land in highly desirable Colorado City right at the foothills of the legendary Greenhorn Mountain! This parcel is located on the outskirts of Colorado City away from the traffic and busy areas yet still remains within close proximity to the local businesses for convenient trips to the stores, restaurants, golf course, etc. Enjoy the panoramic view of the horizon and surrounding areas with rolling hills, all sorts of plant life, mountains, prairie and even a small canyon-like ravine out in the distance! Currently there are no existing neighbors on any side of this available lot; be the first to build your dream on this 2 acre beauty! Love golf? Hollydot Golf Course is a small distance away. Love fishing or just being by the water? Lake Beckwith is a short drive down the road. This lot is ideal for a camping getaway and the area is zoned A4 which allows for lots of potential! Don't let this fantastic location slip away and miss your chance to enjoy a great piece of SoCo!

Directions: From I-25 S. take Colorado City exit and right onto Hwy 165. Take a left on Hwy 181 (Apache City Rd) then right onto Greenhorn Rd. Make a left onto Rock View Blvd and follow until you come to the general vicinity of the lot. Piegan's Dr is the official street name but the road is not there. Best to use satellite GPS system to locate property, call Listing Agent for appointment.

MLS/Agent Only Remarks: See link for all possible uses of A4 zoning: <https://county.pueblo.org/planning-and-development/chapter-1716-agricultural-three-3-and-four-4-districts>

List Date: 6/29/2021

Days On Market: 60

Contract Date: 7/27/2021

Appointment Contact #: 719-248-3115

Orig LP: \$15,000

Internet: Yes

DsplyAddr: Yes

AllowAVM: No

AllowCmnts: No

Photo: Provided

Listing Office: Rocky Mountain Realty (#:952)

Listing Agent: Preston Buffalo (#:2353)

Main: (719) 569-7276

Agent Email: prestonbuffalorealestate@gmail.com

Fax: (877) 220-4081

Contact #: (719) 248-3115

Showing #:

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S194697S

MLS #: S193031S (Sold) List Price: \$10,500

LOT 200 Rio Cucharas Walsenburg, CO 81089

Selling Price: \$9,000 **Selling Date:** 8/23/2021 **Selling Office Name:** Norm Murphy & Associates (#:197) **Selling Agent Name:** Tracey Martin (#:1778)
Financing: Cash **Seller Points Paid:** No **Seller Points Paid Amount:** 0 **Seller Contribution Paid:** 0
Owner Carry: No **Down Payment Assistance:** 0 **Sale Type:** Arms Length Sale
Appraised Below Contract Price: No **Escalation Applied :** No **GAP Applied:** No **Multiple Offers:** No
Add Sold Comments: 0



Total Acres: 2.82
Acreage Range: 1-2.99 Acres
Acreage Source: Court House
Possible Use: Single Family

Sub Area: Walsenburg
Area: Outlying
School District: RE1
County: Huerfano
Taxes: 71.92
Prior Tax Year: 2018

Legal Description: Lot 200 Rio Cucharas Phase 1

Parcel Number: 239345

Parcel #-2:

Lot: 200

Block: 0

Tract/Filing/Unit: 1

Deed Provided: Special

Water Rights: No

Description:

Frontage:

Lot Faces:

Zoning: RR

Irregular Lot Size: Yes

Lot Dimensions:

Lot SqFt: 122839

POA Fees:

HOA Dues:

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Variable Commission: No

Comm BA % or \$: 4%

Comm TB % or \$: 4%

Possession: Day of Closing

Commission on Seller Concessions: No

Earnest Money Required: 2000

Earnest Money To: Norm Murphy

Terms: Cash, Conventional

Showing Instructions: None

Ownership: Seller

Exclusions: None

Topography/Lot Description: Rock Outcroppings, Mountain View, Irregular

Access: Unpaved

Water Company: None

Water: None

Sewer: None

Electric Co: None

Electric: None

Gas Company: None

Gas: None

Crops: None

Irrigation: None

Extras: None

Curbs/Gutters: No

Curbs & Gutters: No Curbs, No Gutters

Structures: No

Marquee: No

Mineral Rights: No

Grazing Rights: No

Public Remarks: Great Country Acreage! Build your dream home on this easy buildable lot located in Rio Cucharas with great mountain views, County maintained year around dirt roads! It is a short drive to Lathrop State Park.

Directions: Hwy 160 to CR 504, turn North on CR 504 at Y Stay Right for 0.7 Miles Property on left.

MLS/Agent Only Remarks: Seller is related to the Listing Agent. The Seller does not have any Surveys on the property and the buyer should satisfy themselves with the lot lines. The Seller will pay up to \$250.00 in title fee's/closing cost.

List Date: 4/20/2021

Days On Market: 126

Contract Date: 8/7/2021

Appointment Contact #: 7194697040

Orig LP: \$12,700

Internet: Yes

DsplyAddr: Yes

AllowAVM: No

AllowCmmts: No

Photo: Provided

Listing Office: Norm Murphy & Associates (#:197)

Main: (719) 384-5551

Fax: (719) 384-2038

Showing #:

Listing Agent: Tracey Martin (#:1778)

Agent Email: tmartinrealtor1@gmail.com

Contact #: (719) 469-7040

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S193031S

MLS #: S185304S (Sold) List Price: \$10,000

Lot 193 Rock View Blvd Colorado City, CO 81019

Selling Price: \$6,500 **Selling Date:** 8/18/2020 **Selling Office Name:** Southern Colo RE Brokers (#:500) **Selling Agent Name:** Richard Harmon (Inactive) (#:2136)

Financing: Cash **Seller Points Paid:** No **Seller Points Paid Amount:** 0 **Seller Contribution Paid:** 0

Owner Carry: No **Down Payment Assistance:** none **Sale Type:** Arms Length Sale

Appraised Below Contract Price: **Escalation Applied :** **GAP Applied:** **Multiple Offers:**

Add Sold Comments: none



Total Acres: 2.19
Acres Range: 1-2.99 Acres
Acres Source: Court House
Possible Use: Ranch, Single Family, Farm

Sub Area: Colorado City
Area: Southwest County
School District: 70
County: Pueblo
Year: 2019

*Content Unit
 30.
 650/649
 Rock View Blvd
 look mountain*

Legal Description: LOT 193 UNIT 31 C

Parcel Number: 5703431079

Lot: 193 **Block:** 210

Water Rights: No

Frontage: 200 ft

Irregular Lot Size: Yes

POA Fees: **HOA Du**

Property Disclosure Avail: No

Disclosure: None

Documents on File: No Documents

Variable Commission: Yes

Commission on Seller Concessions:

Terms: Cash, Conventional, Owner Will C

Ownership: Seller

Exclusions:

Topography/Lot Description: View, Mountain View

Access: Other-See Remarks

Water Company: None

Water: None, Public, Cistern

Sewer: None, Septic Tank

Electric Co:

Electric:

Gas Company: None

Gas:

Crops: None

Irrigation: None

Extras: None

Curbs/Gutters: No

Curbs & Gutters: No Curbs, No Gutters, Other-See Remarks

Structures: No

Marquee:

Mineral Rights:

Grazing Rights:

Parcel #-2:

Provided: Special

Zoning: A-4

Lot SqFt: 95396

c: No

\$: 6

Possession:

Earnest Money To: Fidelity

Other-See Remarks

Public Remarks: Over 2 acres of buildable land! Great views of the mountains. Call agent for details on utilities. Buyer to verify all dimensions, access to utilities, and building possibilities.

Directions: From Greenhorn rd go south on Rock View Blvd to property. Roads are incomplete in the area. Take county plat with you to see positioning of lot.

MLS/Agent Only Remarks: Colorado City Water and Sewer are a distance away so they are allowing owners to use a cister and septic tank.

List Date: 3/24/2020

Days On Market: 148

Contract Date: 6/22/2020

Appointment Contact #: 719-338-9967

Orig LP: \$10,000

Internet: Yes

DsplyAddr: Yes

AllowAVM: No

AllowCmmts: No

Photo: Provided

Listing Office: eXp Realty, LLC (#:1138)

Main: (888) 440-2724

Fax:

Showing #:

Listing Agent: Sean Slade (#:2295)

Agent Email: seanlslade@gmail.com

Contact #: (719) 338-9967

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S185304S

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission, (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)
[] Property with No Residences
[] Property with Residences-Residential Addendum Attached

Date: 02-15-2022

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Michael M Nusen (Buyer) will take title to the Property described below as [] Joint Tenants [] Tenants In Common [X] Other In Severalty

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. COLORADO CITY METRO DISTRICT (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

LOT 430 UNIT 23 COLORADO CITY
4735223066
R1

known as: Saratoga Road Colorado City Colorado 81019
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

N/A

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): N/A

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2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

Water Availability of Service (AOS)

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

N/A

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

N/A

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

N/A

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer **Does** **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	TBD
44	§ 17	Possession Date	Date of closing / funding
45	§ 17	Possession Time	Time of closing / funding
46	§ 27	Acceptance Deadline Date	TBD by Metro District
47	§ 27	Acceptance Deadline Time	

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 "None", such provision means that "None" applies.

109 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation "N/A" as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,250.00	
2	§ 4.3.	Earnest Money		\$ 250.00
3	§ 4.5.	New Loan		\$ 0.00
4	§ 4.6.	Assumption Balance		\$ 0.00
5	§ 4.7.	Private Financing		\$ 0.00
6	§ 4.7.	Seller Financing		\$ 0.00
7				
8				
9	§ 4.4.	Cash at Closing		\$ 1,000.00
10		TOTAL	\$ 1,250.00	\$ 1,250.00

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0.00 (Seller Concession). The Seller
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a good funds, will be
131 payable to and held by TBD or Fidelity National Title Group, Pueblo, Colorado 81005 (Earnest Money Holder), in its trust account, on behalf of
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
144 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
147 Release form), within three days of Buyer's receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller
150 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (CBS4-6-21) (Mandatory 1-22)

3
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR**
5 **OTHER COUNSEL BEFORE SIGNING.**
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**
8 **(LAND)**
9 **(Property with No Residences)**
10 **(Property with Residences-Residential Addendum Attached)**
11

12 Date: 02-15-2022

13 **AGREEMENT**

14 **1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set
15 forth in this contract (Contract).

16 **2. PARTIES AND PROPERTY.**

17 **2.1. Buyer.** Michael M Nusen (Buyer) will take title
18 to the Property described below as Joint Tenants Tenants In Common Other In Severally

19 **2.2. No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions.**

20 **2.3. Seller.** COLORADO CITY METRO DISTRICT (Seller) is the current
21 owner of the Property described below.

22 **2.4. Property.** The Property is the following legally described real estate in the County of Pueblo, Colorado
23 (insert legal description):

24 LOT 432 UNIT 23 COLORADO CITY
25 4735223064
26 R1
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31 known as: Saratoga Road Colorado City Colorado 81019
32 Street Address City State Zip

33 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of
34 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

35 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

36 **2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price
37 unless excluded under **Exclusions:**

38 N/A
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41 If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the
42 Purchase Price.

43 **2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at
44 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
45 encumbrances, except:

46 N/A
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49 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
50 applicable legal instrument.

51 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
52 at Closing (Leased Items): N/A
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2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

Water Availability of Service (AOS)

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

N/A

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

N/A

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

N/A

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer **Does** **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	TBD
44	§ 17	Possession Date	Date of closing / funding
45	§ 17	Possession Time	Time of closing / funding
46	§ 27	Acceptance Deadline Date	TBD by Metro District
47	§ 27	Acceptance Deadline Time	

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 "None", such provision means that "None" applies.

109 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation "N/A" as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,250.00	
2	§ 4.3.	Earnest Money		\$ 250.00
3	§ 4.5.	New Loan		\$ 0.00
4	§ 4.6.	Assumption Balance		\$ 0.00
5	§ 4.7.	Private Financing		\$ 0.00
6	§ 4.7.	Seller Financing		\$ 0.00
7				
8				
9	§ 4.4.	Cash at Closing		\$ 1,000.00
10		TOTAL	\$ 1,250.00	\$ 1,250.00

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0.00 (Seller Concession). The Seller
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a good funds, will be
131 payable to and held by TBD or Fidelity National Title Group, Pueblo, Colorado 81005 (Earnest Money Holder), in its trust account, on behalf of
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
144 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
147 Release form), within three days of Buyer's receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**
150 **is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission, (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)
[Property with No Residences]
[Property with Residences-Residential Addendum Attached]

Date: 02-15-2022

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Michael M Nusen (Buyer) will take title to the Property described below as [] Joint Tenants [] Tenants In Common [X] Other In Severalty.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. COLORADO CITY METRO DISTRICT (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

LOT 458 UNIT 23 COLORADO CITY
4734123068
R1

known as: Saratoga Road Colorado City Colorado 81019
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

N/A

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): N/A

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2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

Water Availability of Service (AOS)

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

N/A

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

N/A

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

N/A

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline.**

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	TBD
44	§ 17	Possession Date	Date of closing / funding
45	§ 17	Possession Time	Time of closing / funding
46	§ 27	Acceptance Deadline Date	TBD by Metro District
47	§ 27	Acceptance Deadline Time	

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 "None", such provision means that "None" applies.

109 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation "N/A" as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,250.00	
2	§ 4.3.	Earnest Money		\$ 250.00
3	§ 4.5.	New Loan		\$ 0.00
4	§ 4.6.	Assumption Balance		\$ 0.00
5	§ 4.7.	Private Financing		\$ 0.00
6	§ 4.7.	Seller Financing		\$ 0.00
7				
8				
9	§ 4.4.	Cash at Closing		\$ 1,000.00
10		TOTAL	\$ 1,250.00	\$ 1,250.00

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0.00 (Seller Concession). The Seller
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a good funds, will be
131 payable to and held by TBD or Fidelity National Title Group, Pueblo, Colorado 81005 (Earnest Money Holder), in its trust account, on behalf of
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
144 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
147 Release form), within three days of Buyer's receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**
150 **is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
885 **Diligence and Source of Water.**

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.)

889 N/A
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900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

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904
905 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:
906
907
908

909 **SIGNATURES**

910 Buyer's Name: MICHAEL M NUSEN Buyer's Name: _____

Michael M Nusen Digitally signed by Michael M Nusen
Date: 2022.02.15 20:07:10 -07'00' 2-15-202
Buyer's Signature Date

Buyer's Signature Date

Address: 140 W. 29th St., 108
Pueblo, Colorado 81008
Phone No.: 719-671-4827
Fax No.:
Email Address: michael.m.nusen@gmail.com

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

911 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: COLORADO CITY METRO DISTRICT Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: PO BOX 20229
COLORADO CITY, CO 81019-2229
Phone No.: 719-676-3396
Fax No.: 719-676-3172
Email Address: colocitymanager@ghvalley.net

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

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END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer** **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: N/A
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: N/A
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

914

Parcel Land Bids

Owner: Colorado City Metro District, PO BOX 20229, Colorado City, CO 81019

Bidder: Michael Nusen, 140 W 29th St., 108, Pueblo, CO 81008




Dear Colorado City Metro District,

Please consider my enclosed bids/offers for 3 Metro District owned parcels.

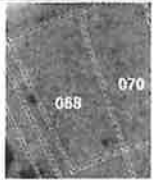


All 3 comparable sales parcels and all 3 bid parcels have Availability of Service (AOS) for water only.

Comparable nearby sales within the last ~4 months

Note: Because all 3 comps are larger than the bid parcels due to the access strips of land, the last column for the top comps table shows the Sales Price per Acre, the average of which is used to calculate the bid parcels calculated values, in the 2nd to last column of the bottom bid table

Parcel Map	Parcel	Legal	Acres	Owner	Last Transaction		Assessor Value	Taxes	Sale Price/Acre
					Date	Sale Amt			
	4734123069	LOT 460 UNIT 23 COLO CITY	0.42	LEGACY LANDS USA LLC	Dec-14-2021	\$1,000	\$ 1,100	\$ 17.75	\$ 2,385
	4734123257	LOT 452 UNIT 23 COLO CITY	0.39	MICHAEL M NUSEN (new owner, deed recording in progress)	Feb-4-2022	\$2,000	\$ 1,100	\$ 17.75	\$ 5,067
	4735223063	LOT 451 UNIT 23 COLO CITY	0.35	DOUSA MOHAMMED ALMUSTAFA ADAM MANSOUR	Oct-9-2021	\$3,000	\$ 1,100	\$ 17.75	\$ 8,596
Average Comps Price/Acre									\$ 5,349

Parcel Bids

Parcel Map	Parcel	Legal	Acres	Owner	Last Transaction		Assessor Value	Taxes	Calculated Value = Acres x \$5,349 (Ave price/acre for comps)	Bid
					Date	Amt				
	4734123068	LOT 458 UNIT 23 COLO CITY	0.23	COLORADO CITY METRO DISTRICT	2005	\$ -	\$1,100	\$ -	\$ 1,226	\$1,250
	4735223064	LOT 432 UNIT 23 COLO CITY	0.22	COLORADO CITY METRO DISTRICT	1994	\$ -	\$1,100	\$ -	\$ 1,203	\$1,250
	4735223066	LOT 430 UNIT 23 COL CITY	0.21	COLORADO CITY METRO DISTRICT	2005	\$ -	\$1,100	\$ -	\$ 1,118	\$1,250
Total Bid amount for 3 parcels										\$3,750

Based on the comps average price per acre, I am offering **\$3,750** for all 3 Metro District parcels which is a 5.41% premium over the calculated total value (\$3,547) of your 3 Metro District owned parcels. My offer contracts include **any closing costs to be paid by the Buyer.**

2-15-2022

Parcel Land Bids

Owner: Colorado City Metro District, PO BOX 20229, Colorado City, CO 81019

Bidder: Michael Nusen, 140 W 29th St., 108, Pueblo, CO 81008

3 Recent Comparable Sales: Oct. and Dec. 2021 and Feb. 2022

Comp Sale 1 of 3: December-14-21 \$1,000, 0.42 Acre

4734123069
00000

Total Value
\$1,100

No Photo Available



Overview Improvements Land Details GIS Map Zoning Septic Permits More ▾

Documents More ▾

▼ OVERVIEW

Key Information

Owner	LEGACY LANDS USA LLC		
Mailing Address	11808 W 128TH ST 66213-3541 OVERLAND PARK KS		
Legal	LOT 460 UNIT 23 COLO CITY		
Neighborhood	238 - CC-UNIT 23	Class	-
Township	-	Range	-
Section	-	Subdivision	238 CCUNIT23
Tax District	70L		
Analysis Area	0.00		

Value Information

	VALUE	ASSESSED
LAND	\$1,100	\$320

▼ LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0.00	1.00	0.42	18261.00	Residential	\$1,100
SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE	
12/14/2021	\$1,000	2256997	WARRANTY DEED(WD)	LEGACY LANDS USA LLC	BEST DONALD S		

2-15-2022

Parcel Land Bids

Owner: Colorado City Metro District, PO BOX 20229, Colorado City, CO 81019

Bidder: Michael Nusen, 140 W 29th St., 108, Pueblo, CO 81008

Comp Sale 2 of 3: February 4, 2022, \$2,000, 0.39 Acre

4734123257
00000

Total Value
\$0

No Photo Available



Overview Improvements Land Details Documents More GIS Map Zoning Septic Permits More

OVERVIEW Deed recording in progress.

Key Information

Owner	GRABER REX	New owner: Michael M Nusen
Mailing Address	10 TIERRA CADA DR 81005-9773 PUEBLO CO	140 W29th St., 108, Pueblo, CO 81008
Legal	LOT 452 UNIT 23 COLO CITY	
Neighborhood	238 - CC-UNIT 23	Class
Township		Range
Section		Subdivision
Tax District	70L	238 CCUNIT23
Analysis Area	0.00	

Value Information

	VALUE	ASSESSED
LAND	\$1,100	\$320

LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0.00	1.00	0.39	17195.00	Exempt	\$1,100

TRANSFER HISTORY

NAMES ARE NOT NECESSARILY LISTED AS TITLE IS HELD, SOME MAY BE SHORTENED OR ABBREVIATED. PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-6603 FOR CORRECT OWNERSHIP.

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE
02/04/2022	\$2,000	TBD	QUIT CLAIM DEED(QCD)	MICHAEL M NUSEN	GRABER REX	TBD
04/12/2018	\$600	2242686	QUIT CLAIM DEED(QCD)	GRABER REX	COLORADO CITY METRO DISTRICT	

Parcel Land Bids

Owner: Colorado City Metro District, PO BOX 20229, Colorado City, CO 81019

Bidder: Michael Nusen, 140 W 29th St., 108, Pueblo, CO 81008

Comp Sale 3 of 3: October-09-2021, \$3,000, 0.35 Acre

4735223063
00000

Total Value
\$1,100



Overview Improvements Land Details GIS Map Zoning Septic Permits More

Documents More

OVERVIEW

Key Information

Owner	DOUSA MOHAMMED ALMUSTAFA ADAM MANSOUR		
Mailing Address	1679 NOSTRAND AVE APT 3 11226-6405 BROOKLYN NY		
Legal	LOT 451 UNIT 23 COLO CITY		
Neighborhood	238 - CC-UNIT 23	Class	
Township	-	Range	
Section	-	Subdivision	238 CCUNIT23
Tax District	70L		
Analysis Area	0.00		

Value Information

	VALUE	ASSESSED
LAND	\$1,100	\$320

LAND DETAILS / TRANSFER HISTORY

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0.00	1 00	0.35	15202.00	Residential	\$1,100
SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE	
10/09/2021	\$3,000	2250163	SPECIAL WARRANTY DEED(SWD)	DOUSA MOHAMMED ALMUSTAFA ADAM MANSOUR	DEE LAND LLC		

Attached are 3 buyer-signed Contracts to Buy and Sell, Land.

Thank you,

Michael M Nusen

719-671-4827 (c), michael.m.nusen@gmail.com

ARPA SUBRECIPIENT AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”) is made and entered into effective February __ 2022, by and between Pueblo County, a political subdivision of the State of Colorado, (hereinafter referred to as “County”) and Colorado City Metropolitan District (CCMD), (hereinafter referred to as “Subrecipient” or “Contractor”). Subrecipient and County are sometimes referred to herein as a “Party” and collectively, as the “Parties.”

Recitals

WHEREAS, on March 11, 2020, President Joseph R. Biden signed the American Rescue Plan Act (“ARPA”) into law which established the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the United States Department of Treasury (“Treasury”) has allocated to County \$32,714,388 of ARPA federal stimulus funds of (“ARPA funds”) which \$16,357,104 was disbursed to the County on June 14, 2021 with the remainder of funds to be disbursed to County in 2022; and

WHEREAS, ARPA funds may be used for the limited purposes described in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (“Interim Final Rule”) which became effective on May 17, 2021, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the ARPA Act authorizes the County to expend ARPA funds awarded to the County for the following eligible purposes as outlined in the Interim Final Rule as follows: 1) To support public health by providing resources for COVID-19 mitigation efforts, medical expenses, behavioral health care and certain public health staff; 2) To respond to negative economic impacts caused by the COVID-19 pandemic including assistance to households, small businesses, nonprofits, and impacted industries such as tourism and hospitality; 3) To replace lost public sector revenue due to the COVID-19 pandemic which was required to provide government services; 4) To provide premium pay for eligible essential workers that performed work during the COVID-19 health emergency; 5) To invest in water, sewer and broadband infrastructure to improve access to clean drinking water and to expand access to broadband internet (collectively, “Eligible Uses”); and

WHEREAS, Colorado City Metropolitan District (CCMD), a Municipal Corporation, who is organized under C.R.S. 31-1-101, *et seq.* CCMD maintains a Water System for Colorado City, located in Pueblo County, Colorado; and

WHEREAS, CCMD has requested \$3.64 million in American Rescue Plan Act (ARPA) funds from Pueblo County for Water System Improvements to include water main replacements and improvements to the water tanks; and

WHEREAS, County desires to provide ARPA funds to CCMD towards the Water System Improvements for Colorado City, Colorado.

NOW THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The above Recitals are incorporated herein by this reference.
2. Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Subrecipient with regard to the County's provision of a portion of its ARPA Fund allocation to Subrecipient for Eligible Uses associated with the coronavirus emergency from the ARPA Act. This Agreement creates a federal assistance relationship with Subrecipient.
3. Conditions. As a condition of receiving ARPA funds from the County, Subrecipient agrees that ARPA funds it receives will be spent in accordance with the purposes set forth in this Agreement and in compliance with the ARPA Act, Interim Rule (Exhibit A) and related guidance issued by the United States government, including applicable future amendments to statutory provisions or related federal guidance, and in accordance with the limitations outlined in this Agreement.
4. Effective Date and Term. The Agreement shall commence when last executed by all Parties and unless sooner terminated pursuant to this Agreement, shall expire on December 31 2024.
5. ARPA Funds. The County agrees to provide the Subrecipient a total sum not to exceed Three million, six hundred and forty thousand dollars (\$3,640,000.00) for Water System Improvements more specifically described in the Scope of Work which is attached hereto and incorporated herein as Exhibit B. Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials reasonably necessary to complete the tasks and functions described in the Scope of Work.
6. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under the following cost categories: 1) To support public health by providing resources for COVID-19 mitigation efforts, medical expenses, behavioral health care and certain public health staff; and 2) To respond to negative economic impacts caused by the COVID-19 pandemic including assistance to households, small businesses, nonprofits, and impacted industries such as tourism and hospitality.
7. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; and d) legal settlements.
8. Authority of Subrecipient. Subrecipient warrants and represents that it has the legal authority to enter into this Agreement. By signing this Agreement Subrecipient agrees that it will comply with all of the requirements of the subaward described herein.

9. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely as reimbursement of or payments made to the County from the ARPA Funds that are distributed to the County from the federal government. The County has no independent obligation to provide the Recipient with funds from any other source.

10. Termination.

a. County may terminate this Agreement for any reason upon thirty (30) days written notice to Subrecipient.

b. It is understood that the right to terminate shall be in addition to all other remedies, which are or may be available to the County or the Subrecipient, for the other Party's breach of any covenant, term or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

11. Compliance with Federal, State and Local Laws.

a. The Recipient shall comply with and obey all applicable federal, state and local laws, regulations, and ordinances and all requirements, including debarment and other required certifications and audits of the Interim Final Rule and any subsequent amendments thereto or rules established governing the use of ARPA funds. These laws include but are not limited to: Davis-Bacon Act, where applicable, (29 C.F.R. Parts 3 and 5); Equal Employment Opportunity requirements; Anti-Kickback Act (40 U.S.C. § 3145); Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401); Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act); Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and Domestic preferences for procurements (2 C.F.R. § 200.322).

b. Should the Recipient's spending of the Grant Funds be inconsistent with applicable laws, provisions of this Agreement, or otherwise inappropriate, the County shall have the right to the return or collection of any portion of the Funds that are later determined to have been spent in violation of applicable laws. The County shall not exercise this right until it has given written notice of noncompliance with applicable laws or this Agreement to Recipient and allowed Recipient a period of ten (10) days from the date of notice for Recipient to cure the noncompliance.

12. Indemnity. The Parties agree that where the County may rely upon the certification of the Subrecipient that such expenditures for which Subrecipient used the ARPA funds met the minimum requirements for the ARPA Act and Interim Final Rule and any amendments thereto and where any person, official or department which is charged with auditing and review of

expenditures of ARPA funds determines that such a use was not permitted under the ARPA Act, Subrecipient agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County to the extent permitted by law. Subrecipient further agrees to indemnify, reimburse or make whole the County for any penalties associated with the federal government seeking to recoup the expended ARPA funds which the County disbursed to Subrecipient including interest, attorney fees, costs or any penalty provided by law. Any ARPA funds that the U.S. Treasury determines must be repaid to the U.S. Treasury by Pueblo County because Subrecipient did not spend in compliance with ARPA, as amended, and related federal guidance, as amended, must be repaid to County by Subrecipient to the extent permitted by law.

Furthermore, the Subrecipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including but not limited to personal injury, bodily injury, sickness, disease, death or damage to or destruction of property, which are alleged or proved to be caused in whole or on part by an act or omission of the Subrecipient its officers, directors, employees and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement to the extent permitted by law.

13. Insurance. Contractor shall, at its sole cost and expense, procure and maintain during the entire period of its performance hereunder, the following coverage and limits of insurance with companies acceptable to the County.

- a. Worker's Compensation (including occupational disease), and Employer's Liability insurance in accordance with any applicable worker's compensation laws on all owners, employees, servants and/or agents connected with or engaged in the performance of Contractor's obligations hereunder and shall contain an endorsement waiving subrogation against the County of Pueblo.
- b. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
- c. Professional Liability/Errors and Omissions insurance covering the Contractor and all personnel employed by the Contractor and providing the services hereunder with limits at a combined single limit of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 general aggregate.

Coverages enumerated in this insurance provision represent only the minimum insurance required by the County, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the County and Contractor in its performance hereunder. The Contractor's liability insurance must establish Pueblo County as "additional insured". If requested by County, Consultant shall provide County with certificates of insurance indicating Contractor and its subcontractors are covered by insurance as set forth above and a copy of the "Additional Insured" endorsement, establishing such additional insured

status. Where requested and furnished, such certificates must be approved by County prior to the commencement of any work hereunder. Each such certificate shall provide that County shall receive thirty (30) days prior written notice of cancellation of such insurance coverage.

14. Independent Contractor. Subrecipient shall supervise and direct the completion of all activities under this agreement. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

15. Payment. The Subrecipient shall submit to County requests for payments for services performed under this Agreement and consistent with the SOW. County shall pay to the Subrecipient ARPA funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the budget.

Payment will be made upon submission by Subrecipient of a properly executed request for payment together with supporting invoices, bills, time sheets and other documents necessary to justify the payment. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to 31 CFR Part 35 and the terms of this Agreement.

As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

16. Management of Funds. ARPA funds are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200. To comply with these requirements, Subrecipient must maintain a financial management system that: 1) records the source and application of grant funds; 2) provides effective control over and accountability for all grant funds and property; 3) allows for a comparison of actual expenditures with reported costs and budgeted costs; 4) includes procedures to ensure that all expenditures are obligated within the effective grant period; 5) includes procedures to minimize the time between receipt and expenditure of grant funds; and 6) includes procedures to prohibit the transfer of funds between federally funded programs and/or grants.

17. Performance Monitoring. County shall monitor the performance of Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management per 2 C.F.R.

200.330 – 2 C.F.R. 200.332 to ensure Subrecipient compliance with this Agreement including the timeframes and performance goals associated with the activities. Substandard performance as determined by County will constitute noncompliance with this Agreement. If action to correct substandard performance is not taken by the Subrecipient within ten (10) days after being notified by the County, County may impose additional conditions on the Subrecipient and its use of ARPA funds consistent with 2 C.F.R. 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted by 2 C.F.R. 200.338.

18. Reporting.

a. The Subrecipient shall submit quarterly reports, consisting of Project Reports and Financial Reports, to Dona Skaggs, Accounting Analyst of Pueblo County Office of Budget and Finance for monitoring purposes, no later than **March 1, June 1, September 1 and January 1 of each awarded year, however, in 2022 Subrecipient is not required to file a report by March 1.** Said reports shall detail all efforts of Subrecipient and any subcontractors to fulfill the Scope of Work approved by County, in addition to any other information requested by the County.

b. All Financial Reports and Project Reports shall be complete, accurate, and made in a form satisfactory to Local Government. Financial Reports shall be made in accordance with generally accepted accounting practices and the Interim Rules (Exhibit A).

19. Maintenance of Records; Public Records. Subrecipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, data and other evidence that reflects all of Recipient's direct and indirect expenditures of ARPA funds. These records must be sufficient to demonstrate that the funds have been used in accordance with applicable laws. Furthermore:

a. The County may require the Recipient to provide additional documentation if the existing documentation is deemed incomplete.

b. The Recipient shall retain all records related to this Agreement for a period of five (5) years beyond December 31, 2024 or any longer period that is required by law. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by the County and federal and state officials so authorized by law, regulation or agreement.

c. If any litigation, claim or audit is started before the expiration of the five (5) year period provided in Section 7(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

d. The Subrecipient shall maintain documentation on all clients served and clients denied for a period of five years from the date of application. Subrecipient shall establish written program policies and procedures, that at a minimum, document the client's housing and income status at application.

e. All Recipient documents and records comprising this Agreement, and all other

documents and records provided to the County by the Recipient, are deemed public records subject to disclosure under the Colorado Open Records Act. Thus, the County may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Colorado Open Records Act or other laws applies.

20. Grant Contract Amendments. The Parties acknowledge that the federal government may request changes to the provisions surrounding grant awards. Any changes or revisions to the terms and conditions that are applicable to this Agreement shall be incorporated by amendment of this Agreement, following written notice by County to the Subrecipient.

21. Prohibitions on Public Contracts for Services (Including Construction Contracts) regarding Employment of a Worker Without Authorization.

If Contractor has any employees or subcontractors, Contractor shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Contract. The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract; or enter into a contract with a subcontractor that knowingly employs or contracts with a worker without authorization to perform work under this Contract.

By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that the Contractor will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified in C.R.S. §§ 8-17.5-101(3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- A. Contractor shall not:
 - (i) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.
- B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, Contractor shall:

- (i) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
 - E. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
 - F. If Contractor violates this provision of this Contract, the County may terminate this contract for breach of contract and the Contractor shall be liable for actual and consequential damages to the County as required by law.
 - G. The County will notify the Office of the Secretary of State if Contractor violates this provision of the Contract, and the County terminates the Contract for such breach.
22. Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Colorado and the venue will be in Pueblo County, Colorado.
23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
24. Assignment of Contract. The Recipient shall not assign this contract without the prior written consent of the County.
25. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.
26. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
27. Survival of Terms. Termination of this Agreement will not affect accrued rights, indemnities, existing commitments or any contractual provision which by its nature is intended to do so.

28. Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement. All provisions of the Agreement will be construed as if no headings had been used in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first above written.

ATTEST:

PUEBLO COUNTY, COLORADO

By: _____ By: _____
Clerk to the Board Chair, Board of County Commissioners

COLORADO CITY METROPOLITAN DISTRICT

By: _____
Authorized Representative

EXHIBIT A
INTERIM RULES (ATTACHED)

EXHIBIT B
SCOPE OF WORK (ATTACHED)

PHYSICAL IMPROVEMENTS COST ESTIMATE WORKSHEET
 (Required for projects involving structures and facilities other than single-family housing units)

SOURCE OF ESTIMATE: GMS, Inc., Consulting Engineers **DATE OF ESTIMATE:** December 3, 2021
Preliminary Cost Estimate From Onsite Field Review

WATER SYSTEM IMPROVEMENTS
COLORADO CITY METROPOLITAN DISTRICT

Item	Description	Quantity	Unit Cost	Total Cost
A. Red Cloud Road 8" Water Main Replacement In Same Location				
1.	Mobilization/Demobilization	1 LS	\$ 15,000	\$ 15,000
2.	Temporary water jumper system	1 LS	135,000	135,000
3.	Traffic Control	1 LS	25,000	25,000
4.	Storm Water Management Plan and Erosion Sediment Control Plan	1 LS	8,000	8,000
5.	8-inch C900 DR18 PVC w/tracer wire installed in same location as existing AC main. Cost includes removal and disposal of existing line.	3,850 LF	95	365,750
6.	8-inch Gate Valve	23 EA	2,300	52,900
7.	3/4-inch service tap	20 EA	1,200	24,000
8.	3/4-inch service line	100 LF	80	8,000
9.	Connections to existing lines	8 EA	6,500	52,000
10.	New 6-inch fire hydrant with gate valve and lateral piping	8 EA	8,035	64,280
11.	Remove and dispose of existing fire hydrant	8 EA	900	7,200
12.	Class "B" bedding	4,100 LF	5	20,500
13.	Asphalt removal and replacement, 3-inch thick, 6' wide on 3-inches of base course	2,600 SY	60	156,000
	Subtotal			\$ 933,630
B. Talley Drive 12" Water Main Replacement In Same Location				
1.	Mobilization/Demobilization	1 LS	\$ 10,000	\$ 10,000
2.	Storm Water Management Plan and Erosion Sediment Control Plan	1 LS	8,000	8,000
3.	12-inch C900 DR18 PVC w/tracer wire installed in same location as existing AC main. Cost includes removal and disposal of existing line.	3,800 LF	80	304,000
4.	12-inch Gate Valve	14 EA	3,500	49,000
5.	6-inch Gate Valve	6 EA	1,600	9,600
6.	Connections to existing lines	7 EA	7,500	52,500
7.	New 6-inch fire hydrant with gate valve and lateral piping	6 EA	8,035	48,210
8.	Remove and dispose of existing fire hydrant	6 EA	900	5,400
9.	Class "B" bedding	4,000 LF	5	20,000
10.	Creek crossing allowance	1 LS	3,500	3,500
11.	Gravel road restoration	850 SY	20	17,000
	Subtotal			\$ 527,210
C. Tank No. 1 Improvements (40' Diameter X 24' High, 225,000 Gallons)				
1.	Mobilization/Demobilization	1 LS	\$ 5,000	\$ 5,000
2.	Surface preparation, priming and painting complete interior	5,530 SF	19	105,070
3.	Surface preparation, priming and painting complete exterior	4,275 SF	18	76,950
4.	Replace exterior ladder and install handrail	1 LS	25,000	25,000
5.	Replace anodes for cathodic protection	1 LS	800	800
6.	Install air break in in overflow piping	1 LS	6,000	6,000
7.	Replace vent	1 LS	5,500	5,500
8.	Lower overflow pipe inside the tank	1 LS	3,000	3,000
	Subtotal			\$ 227,320

D. Tank No. 2 Improvements (40' Diameter X 24' High, 225,000 Gallons)				
1.	Mobilization/Demobilization	1 LS	\$ 5,000	\$ 5,000
2.	Surface preparation, priming and painting complete interior	5,530 SF	19	105,070
3.	Surface preparation, priming and painting complete exterior	4,275 SF	18	76,950
4.	Replace exterior ladder and install handrail	1 LS	25,000	25,000
5.	Install anodes for cathodic protection	1 LS	800	800
6.	Install air break in in overflow piping	1 LS	6,000	6,000
7.	Replace vent	1 LS	5,500	5,500
8.	Replace flange in booster station	1 LS	1,500	1,500
Subtotal			\$ 225,820	
E. Tank No. 3 Improvements (96' Diameter X 56' High, 3,000,000 Gallons)				
1.	Mobilization/Demobilization	1 LS	\$ 5,000	\$ 5,000
2.	Surface preparation, priming and painting complete interior	31,365 SF	18	564,570
3.	Surface preparation, priming and painting complete exterior	24,125 SF	17	410,125
4.	Replace exterior safety climb rail system	1 LS	5,000	5,000
5.	Extend overflow away from foundation	1 LS	1,500	1,500
6.	Install hatch gasket	1 LS	500	500
7.	Install handrail each side of roof hatch	1 LS	13,000	13,000
8.	Remove interior ladder	1 LS	1,200	1,200
9.	Replace roof beams allowance	1 LS	35,000	35,000
10.	Replace missing hardware on column of tank	1 LS	2,000	2,000
11.	Lower overflow pipe inside the tank	1 LS	3,000	3,000
12.	Replace vent	1 LS	5,500	5,500
13.	Install anodes for cathodic protection	1 LS	2,500	2,500
14.	Repair steel panels sections	1 LS	5,000	5,000
15.	Grade existing access road	1 LS	25,000	25,000
16.	Replace concrete apron around exterior of tank	1,200 SF	25	30,000
Subtotal			\$ 1,108,895	
Subtotal preliminary cost				\$3,022,875
Project contingencies @ 10%				301,625
Engineering design/contract administration				120,500
Construction observation based on 120 days full time and 60 days part time				135,000
Other engineering ¹⁾				56,000
Administrative expenses (Advertising and Audit)				4,000
Total preliminary construction cost estimate - Hybrid Priority				\$3,640,000

1) Other engineering costs includes: County permits, Easements/rights-of-way/property ownership, geotechnical services, reproduction, funding administration, and CDPHE approvals.

Breakdown of Additional Costs

BREAKDOWN OF PROCTED INSPECTION COSTS

Construction observation for 120 days full time	\$	110,000
Construction observation for 60 days part time	\$	25,000
Total	\$	<u>135,000</u>

BREAKDOWN OF OTHER ENGINEERING COSTS

<u>Item</u>		<u>Cost</u>
County Permit	\$	2,000
Easement/Property Ownership Evaluation	\$	5,000
Geotechnical Services	\$	10,000
Reproduction	\$	2,000
Funding Administration	\$	30,000
CDPHE submissions/review	\$	4,000
	\$	<u>53,000</u>

BREAKDOWN OF ADMINISTRATIVE COSTS

<u>Item</u>		<u>Cost</u>
Advertising	\$	500
Audit	\$	3,500
Total	\$	<u>4,000</u>

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of February, 2022, between Pueblo County, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and COLORADO CITY METROPOLITAN DISTRICT, hereinafter referred to as "District."

WITNESSETH:

WHEREAS, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the District to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to assist in conducting all or part of election-related duties on behalf of political subdivisions under C.R.S. § 1-1-111(2); and

WHEREAS, the Constitution of Colorado, Article X, Section 20, requires the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the District; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlapped ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the District desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the District have determined that it is in the best interests of the County, the District, and their respective inhabitants and landowners to cooperate and contract concerning the District's election on May 3, 2022, upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the District in the conduct and finance of the May 3, 2022 election.

B. Designated Election Official and Other Election Personnel:

The District designates the County Clerk to act as the Designated Election Official for the conduct of the election for the District for all matters which require action by the Designated Election Official, except to the extent such action must be performed by the District Clerk or District's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The District designates James P. Eccher, whose email address is colocitymanager@ghvalley.net as its "Contact Officer" who shall be the primary liaison between the District and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the District hereunder and who shall cooperate with the County Clerk in the conduct of the election. The District "Contact Officer" will be responsible for proofreading and approving ballot content by March 4, 2022 and TABOR notices, if applicable, by March 26, 2022, and must be available beginning March 4, 2022 through March 24, 2022 between the hours of 8:00 a.m. and 4:30 p.m.

C. Jurisdictional Limitation:

The Colorado City Metropolitan District encompasses only territory within Pueblo County. This Agreement shall be construed to apply only to Colorado City Metropolitan District territory within Pueblo County.

D. Nature of Election:

The parties agree that the County Clerk is assisting the District in the conduct of its own election and that the election is not a coordinated election. Rather, the District is contracting with the County Clerk to perform part of its required duties under C.R.S. § 1-1-111(2). Accordingly, the parties agree that article 13.5 of title 1, C.R.S., shall control the conduct of the election. To the extent provisions of the Uniform Election Code would apply to this election by default under C.R.S. § 1-13.5-106(2), the District specifically acknowledges that the audit requirements of that Code shall not apply and County Clerk has no duty to perform them.

E. Scope of County Clerk's Role:

Under this Agreement, the County Clerk is charged solely with assisting the District in the conduct of its election as specified in this Agreement. The County Clerk is not responsible for ensuring the election is lawful under state law or the District's rules.

The County Clerk shall not be liable for any issues or claims related to the legal effect of actions taken as part of the election. It is the District's responsibility to ensure that all steps necessary to effectuate the intent of the election are taken and all legal requirements are met. While the County Clerk is appointed to act as the Designated Election Official on behalf of the District, the County Clerk agrees to act only as directed by the District or in a manner necessary to carry out the specific terms of this Agreement.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the District in connection with the conduct of the election to the extent required:

- A. Combine the text of the TABOR Notice produced by the District, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the District and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the District shall be kept together as a group and in the order supplied by the District.
- B. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the District. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the District if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".
- C. Mail the TABOR Notice Package, as required by the Code.
- D. Provide the final layout of the mail ballots and official ballots to the District in order to permit the District to review and proofread before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the District shall return the ballots following review and proofreading.
- E. Arrange for the printing and have printed, all mail ballots and official ballots.
- F. Mail to all active registered electors eligible to vote in the District's May 3, 2022 election, at the last mailing address appearing in the County Clerk's records, a mail ballot packet, as required by law.
- G. Appoint, train, pay and, as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the election. The election judges for the District election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the Voter Service and Polling Centers (VSPC) or Drop Off Locations.

- H. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.
- I. Perform all services necessary for mail ballots in the District's election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC and Drop Off Locations.
- J. Oversee the performance of the election judges with respect to their posting duties required by law.
- L. Certify the results of the District's election within the time required by C.R.S. § 1-13.5-1305(1) and forthwith provide the District with a copy of all election statements and certificates which are to be created and provide District with election abstracts and official certifications in such number as the District may reasonably require.
- M. Preserve all election materials for at least twenty-five (25) months after the election.
- N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- O. Conduct a recount of any contest required pursuant to C.R.S. § 1-13.5-1306(1), or if requested by an interested party pursuant to C.R.S. § 1-13.5-1306(2).
- P. Keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the District including:
 - 1. Charging the District for that portion of staff time, including salary and benefits, directly attributable to conducting the election on behalf of the District and that portion of building rental, both for set-up and VSPC and Drop Off Locations, and materials directly attributable to the District for the preparation and conduct of the election.
 - 2. Charging the District for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.
 - 3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the election.
- Q. Adhere to all applicable provisions of article 13.5 of title 1, C.R.S. which are necessary or appropriate to the performance of the above duties. The County Clerk shall not be required to perform a risk limiting audit as part of its services for the District.

III. DUTIES OF THE DISTRICT:

In consideration of the foregoing, the District agrees to perform the following tasks and activities to the extent required:

- A. Provide the County Clerk all TABOR Notices concerning District ballot issues in the manner required by the Code on or before March 18, 2022, by 12:00 p.m. Such TABOR Notice shall include:
1. The election date, hours, ballot title, text, and local election office address and telephone number.
 2. For proposed District tax or bonded debt increases, the estimated or actual total of District fiscal year spending for the current year and each of the past four (4) years and the overall percentage and dollar change.
 3. For the first full fiscal year of each proposed District tax increase, District estimates of the maximum dollar amount of each increase and of District fiscal year spending without the increase.
 4. For proposed District bonded debt, its principal amount and maximum annual and total District repayment cost and the principal balance of total current District bonded debt and its maximum annual and remaining total District repayment cost.
 5. Two (2) summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Contact Officer. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Contact Officer shall maintain and accurately summarize all other relevant written comments.
 6. Summarize written comments concerning ballot issues following receipt of such comments received from the Contact Officer and the public as necessary for use in the TABOR Notice.
 7. A completed TABOR Notice shall be provided to the County Clerk in camera-ready form. Regardless of the total number of pages, the submission to the County Clerk shall be on one side of each page. This submission, shall be in the form that shall be printed by the County Clerk and may not be changed by the District following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason), and shall be provided to the County Clerk no later than 12:00 p.m. March 18, 2022.

- B. Perform such acts as may be required by law or the District, including circulation, approval, review, and all other activities, relating to any matter that may concern the District. The Contact Officer shall interact with any District petition representatives, including but not limited to, working to ensure that the Contact Officer or County Clerk receives the summary of written comments for their petition within the time required by law.
- C. Certify the complete ballot content to the County Clerk, on or before March 4, 2022; review and proofread the final ballot, and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.
- D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.
- E. Pay to the County Clerk the District's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The District agrees to compensate the County Clerk on a prorated basis for costs not solely related to the District's election, and to pay full cost of materials and services solely related to the District's election.)
 - 1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the District's election. The actual cost of labor includes the actual hourly wage and all associated benefits paid to each staff member, which are directly attributable to conducting the election on behalf of District.
 - 2. Actual costs for a complete alphabetical listing of electors, in electronic format.
 - 3. Actual costs for alphabetical listing by precinct.
 - 4. Actual costs for election preparation, set-up and tabulation and processing charge.
 - 5. Actual costs of building rental for set-up activities and service center polling place(s).
 - 6. Actual costs for election and mail ballot judges.
 - 7. Actual costs of preparation and publication of all notices required by the Election Code.
 - 8. Actual cost of preparing and printing the ballots.

9. Actual costs for all mailings.
 10. Any other cost or expense shall be as mutually agreed to between the District and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.
- F. Within the time frames established by C.R.S. § 1-13.5-1301, the District shall appoint two (2) members to serve on the Canvass Board.
 - G. The District and its Contact Officer shall cooperate with the County Clerk in the conduct of all dates and responsibilities of the County Clerk in the conduct of the election.

IV. TERM/TERMINATION:

This Agreement is intended to apply to the May 3, 2022, election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on June 2, 2022, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

V. OTHER:

A. CANCELLATION OF ELECTION BY THE DISTRICT:

In the event that the District, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The District shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the District's costs associated with the election, both before and after the County Clerk's receipt of such notice. The District shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation at all buildings of the District. The District shall not cancel the election after March 1, 2022.

- B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the District, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the District. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the District and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

- C. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attn: Gilbert Ortiz
Pueblo County Courthouse
215 West 10th Street
Pueblo, CO 81003
719-583-6515

and

Colorado City Metropolitan District
Attn: James P. Eccher
P.O. Box 19390
Pueblo West, CO 81019
719-676-3396

- D. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners nor of the District shall impair the rights of the County Clerk or the District hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

- E. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the District Charter.

- F. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

By: _____
Clerk to the Board

By: _____
Chair, Board of County Commissioners
Date: _____

ATTEST:

COLORADO CITY METROPOLITAN
DISTRICT

By: _____

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Pueblo County Attorney's Office
Date: _____

By: _____
Pueblo County Clerk and Recorder
Date: _____

**COLORADO CITY METROPOLITAN DISTRICT
RESOLUTION NO. 04 -2022**

**SUPPLEMENTAL RESOLUTION TO
APPOINT DESIGNATED ELECTION OFFICIAL**

WHEREAS, pursuant to § 32-1-804(2), C.R.S., the Board of Directors (the “Board”) of the Colorado City Metropolitan District (“District”), Pueblo County, Colorado is authorized to designate a Designated Election Official (“DEO”) to exercise the authority of the Board in conducting an election; and

WHEREAS, in connection with the District election on May 3, 2022 (the “Election”), the Board adopted a Resolution naming James Naron as the Designated Election Official and Cristy Adams as the Deputy Designated Election Official; and

WHEREAS, the Board would like to approve an Intergovernmental Agreement with Pueblo County, pursuant to which the County Clerk would perform certain duties of the DEO for conduct of the Election and to appoint the Pueblo County Clerk and Recorder as a second Deputy DEO.

NOW THEREFORE, be it resolved by the Board of Directors of the Colorado City Metropolitan District, Pueblo County, Colorado that:

1. The Board hereby approves the Intergovernmental Agreement with Pueblo County regarding conduct of the May 3, 2022 Election (the “IGA”) in substantially the form presented to the Board.
2. The Board hereby names Gilbert Ortiz, the Clerk and Recorder of Pueblo County, whose address is Pueblo County Historical Courthouse, 215 W. 10 Street, Pueblo CO 81003 as a second Deputy DEO for the regular special district election scheduled for the 3rd day of May, 2022.\
3. Unless the DEO cancels the Election and declares the candidates elected by acclamation pursuant to § 1-13.5-513, C.R.S., Mr. Ortiz is authorized to perform duties of the DEO pursuant to the IGA. Mail ballots shall be returned to Mr. Ortiz’s office listed above or other official depositories determined by Mr. Ortiz. Applications for absentee ballots may also be filed with the office Mr. Ortiz.
4. The Board hereby approves and ratifies any actions of the DEO or either Deputy DEO in furtherance of the Election.
5. The Board hereby directs the District Manager to update the transparency notice for the District to reflect Mr. Ortiz’s office as the location for return of ballots or applications for absentee ballots.
6. The Resolution of Colorado City Metropolitan District Concerning the May 3, 2022 Election Including Appointment of Designated Election Official and Authorization of the

Designated Election Official to Cancel the Election shall continue in full force and effect except as amended or supplemented as set forth herein.

Adopted and approved on February 22, 2022, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

COLORADO CITY METROPOLITAN DISTRICT

By: _____

President

ATTEST:

Secretary



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS STUDY SESSION**

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, February 8, 2022, beginning at 6:00 p.m. Chairman Elliot called the Study Session to order at 6:00 pm.

1. A squared bid SCADA on Tank 4:
Presented one bid at this for Board consideration from A squared Instruments and Controls with a bid of \$8183.95. The Board currently is still requesting further bids for further consideration. Chairman Elliot at this time would like to table this whole issue at this time and wait on more bids as most of the Board Members do feel like to bid is too high at this time. Jim provided a breakdown of how of where the funds would come from in order to cover the cost. Mr. Eccher has extended to the Board to stop by and see the dump truck for their inspection.
2. Dump Truck:
Has not been inspected at this time by Jake as his work schedule has not permissible and will not be available for 2 weeks or more out. Jim provided a breakdown of how of where the funds would come from in order to cover the cost. Mr. Eccher has extended to the Board to stop by and see the dump truck for their inspection.
3. 4-Wheeler with plow (Parks and Recreation):
Mr. Eccher provided to the board pictures and a quote to add this piece of equipment to CCMD in order to prevent damage to the walkway along the lake once it snows. It would also be used by Parks and Rec in the summertime for the ball field. The equipment shown has sense been should but looking for Board in put on making this a possibility soon. Funds are available in the budget under equipment.
4. Cyber report from NET DILIGENCE:
Mr. Eccher shared some points that he felt were important and would like to go over more with the Board. Ms. Barron, shared her thoughts on the reason why the audit was done and how it will benefit CCMD as a whole especially with our insurance in order to increase or liability amount. Further discussion would be beneficial for the Metro District with the help on the audit.
5. PCCOG Harry to be appointed replace Greg:
Mr. Collins at this point is unable to attend all the PCCOG meetings at this point and has asked that Mr. Hochstetler to replace him at this time. Must be appointed by the Board.
6. IGA for Election with County:
We are still waiting for the IGA from Pueblo County. With contact from the Attorney, we can continue as we have been until the IGA is in place.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairperson

ATTEST:

Harry Hochstetler, Treasure
Approved this 22nd day of February 2022.

These minutes are not verbatim to the meeting and should not be considered a complete record of all discussions during the meeting. For complete proceedings and statements, please refer to the video or audio recording of the meeting.

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, February 8, 2022, beginning at 6:15 p.m. Chairman Elliot calls the Regular Meeting to order at 6:46 pm.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK

Chairperson Neil Elliot
Secretary Greg Collins via Zoom
Treasurer Harry Hochstetler
Director Bob Cook
Director Terry Kraus

Also in Attendance:
Jim Eccher, District Manager
Yvonne Barron, Finance Director
Greg Bailey/Gary Golladay Water & Sewer
Ayden Gillund Utilities
Josh Briggs, Parks and Rec

5. APPROVAL OF AGENDA:

Mr. Kraus motions the approve the Agenda with the exclusion of the IGA for election with Pueblo County. Mr. Hochstetler seconds the motion to open for discussion. No discussion. All Board Members are in favor. The Agenda is approved.

6. APPROVAL OF MINUTES.

Study Session January 25,2022
Regular Meeting January 25, 2022
CCACC Minutes January 27, February 3, 2022

Mr. Hochstetler motions to approve the Minutes as presented at this time. Mr. Kraus seconds the motion. All Board Members are in favor. Motion passes the Minutes are approved.

7. BILLS PAYABLE:

Mr. Hochstetler motion to approve the Bills. Mr. Kraus seconds the motion. Open for discussion. Mr. Cook, votes no. Chairman Elliot, votes yes. Mr. Collins votes yes. Mr. Kraus votes yes. Mr. Hochstetler votes yes. Motion passes. Chairman Elliot states to pay the bills.

8. FINANCIAL REPORT:

The Financial Report was reviewed, and questions were asked by Mr. Cook.

9. OPERATIONAL REPORT:

All reports were presented as included in the meeting packet to the Board Members.

10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND Demeanor:

11. CITIZENS INPUT:

Travis Nelson presented to the Board Members this evening updated information and a lot map regarding a proposed Colorado City water and sanitary sewer facility.

12. ATTORNEYS REPORT. **N/A**

13. AGENDA ITEMS:

Approval of adding Tank 4 to SCADA

Discussion/ Action

Harry motions to approve adding tank 4 to SCADA with the current bid provided by A Squared Instruments and Controls. Mr. Collins seconds the motion to move to discussion. A brief discussion amongst the Board Members took place. Mr. Hochstetler calls the question. Mr. Collins votes yes. Mr. Hochstetler, votes yes. Mr. Kraus votes yes. Mr. Cook, votes no. Chairman Elliot, votes yes. The motion passes.

Dump Truck

Discussion/Action

Mr. Hochstetler motioned to allow the Manager, Mr. Eccher to complete the inspection of the Dump truck that is currently being looked at and complete the purchase. Mr. Collins seconds the motion. Open for discussion. Mr. Hochstetler calls the question. Mr. Cook, votes no. Mr. Collins, votes yes. Mr. Kraus, votes, yes. Mr. Hochstetler, votes yes. Chairman Elliot, votes no. Motion passes to purchase the Dump Truck.

4-Wheeler with Plow

Discussion/Action

Mr. Hochstetler motion to approve up to \$6000.00 at the Manager, Mr. Eccher discretion To purchase a 4-wheeler with a plow. Mr. Kraus seconds the motion to open for discussion. Mr. Hochstetler calls the question. Mr. Hochstetler, votes yes. Mr. Kraus, votes yes. Mr. Collins, votes yes. Mr. Cook, votes no. Chairman Elliot, votes no. Motion passes to purchase a 4-wheeler with a plow.

Appointing Harry to PCCOG

Discussion/Action

Mr. Collins motions to appoint Mr. Hochstetler to the PCCOG. Mr. Kraus seconds the motion. No discussion. Mr. Cook, votes yes. Chairman Elliot, votes yes. Mr. Kraus, votes yes. Mr. Collins , votes yes. Motion passes to appoint Mr. Hochstetler to the PCCOG.

IGA for Election with County

REMOVED

Discussion/Action

14. OLD BUSINESS. Covenants Lawyer/ Dump Truck /Applewood Park/Cameras for plants
Covenants Lawyer, Manager Eccher did speak with Lawyer currently working with the Pueblo West Metro District. They discussed his possible participation with CCMD, with PWMD Board approval or ringing some other names to the table for CCMD Board to review.
Manager Eccher shared some updates on the Applewood Park. Cameras for the plants is still being worked on at this time as Manger Eccher is waiting on a more sensible bid to present to the Board for for approval.
Mr. Cook wanted to know about the contract for the Camp Host, which is currently being reviewed by the attorney.
Chairman Elliot wanted to know if there has been any progress with a water base rate, for accounts that may may be on an extended temporary basis. This will need to be reviewed and put on a future agenda.
15. NEW BUSINESS: Review Cyber Report and moving forward:
Currently, Manager Eccher is asking that the Board Members review the cyber report and provide any feed back and/or directions from the audit.
16. CCACC
- A. New Construction
 - a. Road Expedited Gilpin
 - B. Actions
 - a. No actions at this meeting.

17. CORRESPONDENCE. Janice Starr and Dave Houghton
Manager Eccher read the Correspondence as provided in the meeting packet.
18. EXECUTIVE SESSION: 24-6-402(4)(e) C.R.S. Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators.

Mr. Cook motions to move to EXECUTIVE SESSION: 24-6-402(4)(e) C.R.S. Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators at 8:11 pm. Mr. Hochstetler seconds the motion.

At 8:32 pm moved back to regular meeting. Mr. Cook motions for Manager Eccher and Mr. Kraus will be the Negotiators For the Hicklen Ditch Lease. Mr. Hochstetler seconds the motion. Mr. Collins, yes. Mr. Cook, yes. Mr. Hochstetler, yes, Mr. Kraus, present. Chairman Elliot, yes. Motion passes.

19. ADJOURNMENT.
Mr. Kraus motions to adjourn the meeting. Mr. Hochstetler seconds the motion. All in favor. Chairman Elliot adjourns the meeting at 8:34 pm.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairperson

ATTEST:

Harry Hochstetler, Treasure
Approved this 22nd day of February 2022.

These minutes are not verbatim to the meeting and should not be considered a complete record of all discussions during the meeting. For complete proceedings and statements, please refer to the video or audio recording of the meeting.



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
MEETING COLORADO CITY ARCHITECTURAL ADVISORY COMMITTEE
And COLORADO CITY BOARD OF DIRECTORS**

A meeting of the CCAAC Committee and Board of Directors of the Colorado City Metropolitan District will be held Thursday February 11, 2022, **beginning at 12:30 p.m.**

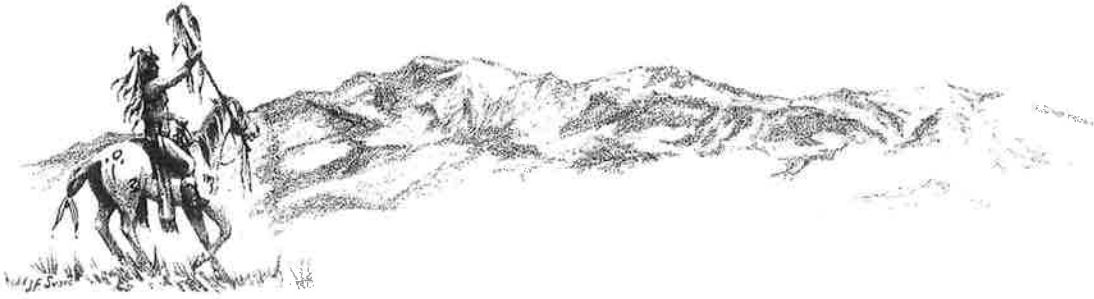
1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.

4. APPROVAL OF AGENDA.

5. Agenda Item.
 Architectural Considerations
6. ADJOURNMENT.

Chairman Elliot adjourns the meeting at 1:05 pm as there is not a quorum present.

These minutes are not verbatim to the meeting and should not be considered a complete record of all discussions during the meeting. For complete proceedings and statements, please refer to the video or audio recording of the meeting.



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
MEETING COLORADO CITY ARCHITECTURAL ADVISORY COMMITTEE
And COLORADO CITY BOARD OF DIRECTORS**

A meeting of the CCAAC Committee and Board of Directors of the Colorado City Metropolitan District will be held Thursday February 17, 2022, **beginning at 1:00 p.m.**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.

4. APPROVAL OF AGENDA.

5. Agenda Item.
Architectural Considerations
6. ADJOURNMENT.

Chairman Elliot adjourns the meeting at 1:05 pm as there is not a quorum present.

These minutes are not verbatim to the meeting and should not be considered a complete record of all discussions during the meeting. For complete proceedings and statements, please refer to the video or audio recording of the meeting.

Report Criteria:

Report type: GL detail

Check Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
35155							
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/Roads	01-6000-7151	212.70	212.70
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/P&R	01-0208-7151	265.88	265.88
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/WTP	02-0100-7151	319.05	319.05
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/WWTP	03-0100-7151	212.70	212.70
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/Adm	01-0100-7151	53.17	53.17
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/Roads	01-6000-7151	292.13	292.13
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/P&R	01-0208-7151	329.72	329.72
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/WTP	02-0100-7151	395.66	395.66
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/WWTP	03-0100-7151	263.75	263.75
02/22	02/18/2022	35155	Acorn Petroleum, Inc	Fuel/Adm	01-0100-7151	37.57	37.57
Total 35155:							2,382.33
35156							
02/22	02/18/2022	35156	ADVANCED COMPRESSOR SE	PM Comprsed Air System/WTP	02-0100-7122	405.20	405.20
Total 35156:							405.20
35157							
02/22	02/18/2022	35157	ALAN GARST	Reimburse for boots/WTP	02-0100-7150	88.31	88.31
02/22	02/18/2022	35157	ALAN GARST	Reimburse for boots/WWTP	03-0100-7150	88.31	88.31
Total 35157:							176.62
35158							
02/22	02/18/2022	35158	Arkansas Valley Co-op Assn	Propane/P&R	01-0208-7191	525.00	525.00
Total 35158:							525.00
35159							
02/22	02/18/2022	35159	CARA Enterprises, Inc.	FCC License Renewal/GC	04-0100-7125	390.00	390.00
Total 35159:							390.00
35160							
02/22	02/18/2022	35160	CenturyLink	Advertising/7110	04-0100-7110	8.88	8.88
Total 35160:							8.88
35161							
02/22	02/18/2022	35161	Christoffer Robinson	Reimburse Caliper Bolt - 2014 Ford/WTP	02-0100-7150	10.75	10.75
Total 35161:							10.75
35162							
02/22	02/18/2022	35162	Christy Gookin	Cleaning-Jan/Adm	01-0100-7122	150.00	150.00
Total 35162:							150.00
35163							
02/22	02/18/2022	35163	Colorado Electric Motor Repair	Motor Rebuild Booster Station/WTP	02-0100-7122	7,500.00	7,500.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 35163:							7,500.00
35164							
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natural Gas-GCM	04-0201-7191	631.38	631.38
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natural Gas-W&S Main Shop	02-0100-7191	705.71	705.71
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natural Gas-W&S Main Shop	03-0100-7191	705.70	705.70
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natrual Gas - WWTP	03-0100-7191	252.49	252.49
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natrual Gas-GC	04-0100-7191	1,377.36	1,377.36
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natrual Gas - Adm	01-0100-7191	686.34	686.34
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natrual Gas - Cold Springs	02-0100-7191	632.86	632.86
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natrual Gas - WTP	02-0100-7191	1,973.03	1,973.03
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natrual Gas - Pool	01-0203-7191	51.92	51.92
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natural Gas-Rec A	01-0203-7191	326.79	326.79
02/22	02/18/2022	35164	Colorado Natural Gas, Inc.	Natural Gas-Rec B	01-0203-7191	277.75	277.75
Total 35164:							7,621.33
35165							
02/22	02/18/2022	35165	DPC Industries, Inc.	Chlorine, 150# CYL/WTP	02-0100-7150	120.00	120.00
Total 35165:							120.00
35166							
02/22	02/18/2022	35166	Executech Utah, Inc.	Update & Add users-reinstall license Bev	01-0100-7122	290.00	290.00
02/22	02/18/2022	35166	Executech Utah, Inc.	Sophos,Acronis Server Backup/Adm	01-0100-7122	153.35	153.35
Total 35166:							443.35
35167							
02/22	02/18/2022	35167	E-Z-Go A Textron Company	Gear Motor Hydr-Seal Kit/GCM	04-0201-7184	740.73	740.73
Total 35167:							740.73
35168							
02/22	02/18/2022	35168	Gary Golladay	Reimburse Book/WTP	02-0100-6320	110.00	110.00
Total 35168:							110.00
35169							
02/22	02/18/2022	35169	iamGIS Group LLC	Annual Software Fee/WTP,WWTP	03-0100-7122	1,750.00	1,750.00
02/22	02/18/2022	35169	iamGIS Group LLC	Annual Software Fee/WTP,WWTP	02-0100-7122	1,750.00	1,750.00
Total 35169:							3,500.00
35170							
02/22	02/18/2022	35170	Josh Briggs	Reimburse for Fuel/P&R	01-0208-7151	107.00	107.00
Total 35170:							107.00
35171							
02/22	02/18/2022	35171	Main Electric, Ltd.	Electrical Work/WTP	02-0100-7122	383.90	383.90
02/22	02/18/2022	35171	Main Electric, Ltd.	Electrical Work/WTP	02-0100-7122	250.00	250.00
02/22	02/18/2022	35171	Main Electric, Ltd.	Labor Charges/WTP	02-0100-7122	140.00	140.00
02/22	02/18/2022	35171	Main Electric, Ltd.	Labor Charges/WTP	02-0100-7122	450.00	450.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 35171:							1,223.90
35172							
02/22	02/18/2022	35172	Mastercard	Zoom meeting/Adm	01-0100-7150	31.29	31.29
02/22	02/18/2022	35172	Mastercard	File Jackets/Adm	01-0100-7150	34.62	34.62
02/22	02/18/2022	35172	Mastercard	Security Camera Kits,Face Mask/P&R	01-0208-7150	119.97	119.97
02/22	02/18/2022	35172	Mastercard	Wall Calendars/P&R	01-0208-7154	33.96	33.96
02/22	02/18/2022	35172	Mastercard	Ratchet Wrench Set,Channel locks/P&R	01-0208-7184	145.90	145.90
02/22	02/18/2022	35172	Mastercard	Hoist Lift System/P&R	01-0308-7150	124.95	124.95
02/22	02/18/2022	35172	Mastercard	Calculators/Adm	01-0100-7150	19.99	19.99
02/22	02/18/2022	35172	Mastercard	Refund/WTP	02-0100-7720	39.99-	39.99-
02/22	02/18/2022	35172	Mastercard	Compliance Posters/Adm	01-0100-7150	167.92	167.92
02/22	02/18/2022	35172	Mastercard	Expansion folders/Adm	01-0100-7150	24.02	24.02
02/22	02/18/2022	35172	Mastercard	Colorado Rural Water Conf/WTP	02-0100-6320	320.00	320.00
02/22	02/18/2022	35172	Mastercard	Colorado Rural Water Conf/WTP	02-0100-6320	220.00	220.00
02/22	02/18/2022	35172	Mastercard	Weather Guard Tool Box Keys/P&R	01-0208-7150	18.95	18.95
02/22	02/18/2022	35172	Mastercard	Sewer Cap RV/P&R Camp	01-0208-7186	31.95	31.95
02/22	02/18/2022	35172	Mastercard	Weather Stripping,mount clamp/P&R	01-0208-7184	139.81	139.81
02/22	02/18/2022	35172	Mastercard	Jump cables,brooms,tape measure/P&R	01-0208-7150	70.17	70.17
02/22	02/18/2022	35172	Mastercard	2 Shots Twinrix Hep A&B/WWTP	03-0100-7150	272.00	272.00
02/22	02/18/2022	35172	Mastercard	Day planner/Adm	01-0100-7150	23.75	23.75
02/22	02/18/2022	35172	Mastercard	Adjustments/Adm	01-0100-7150	673.13-	673.13-
02/22	02/18/2022	35172	Mastercard	Domain Hosting SVC/P&R	01-0208-7125	251.60	251.60
Total 35172:							1,337.73
35173							
02/22	02/18/2022	35173	MetLife Small Business Center	Dental/Vision March -Customer #534881	01-0000-2230	528.84	528.84
Total 35173:							528.84
35174							
02/22	02/18/2022	35174	Mountain Disposal	GC Toil/GC	04-0100-7194	200.00	200.00
02/22	02/18/2022	35174	Mountain Disposal	Lake Beckwith/P&R	01-0208-7194	40.00	40.00
02/22	02/18/2022	35174	Mountain Disposal	Cold Creek Toil/P&R	01-0208-7194	100.00	100.00
02/22	02/18/2022	35174	Mountain Disposal	Campground/P&R	01-0208-7194	40.00	40.00
02/22	02/18/2022	35174	Mountain Disposal	Ballfield/P&R	01-0208-7194	40.00	40.00
02/22	02/18/2022	35174	Mountain Disposal	Main Office/Adm	01-0100-7194	50.00	50.00
02/22	02/18/2022	35174	Mountain Disposal	GCM/GCM	04-0201-7194	85.00	85.00
02/22	02/18/2022	35174	Mountain Disposal	Golf Pro Shop/GC	04-0100-7194	85.00	85.00
02/22	02/18/2022	35174	Mountain Disposal	Work Shop/WTP	02-0100-7194	85.00	85.00
02/22	02/18/2022	35174	Mountain Disposal	Sewer Plant/WWTP	03-0100-7194	70.00	70.00
02/22	02/18/2022	35174	Mountain Disposal	2yd Weekly/Pool	01-0207-7194	70.00	70.00
02/22	02/18/2022	35174	Mountain Disposal	2YD CG/CG P&R	01-0208-7194	65.00	65.00
02/22	02/18/2022	35174	Mountain Disposal	3YD CG/CG P&R	01-0208-7194	95.00	95.00
02/22	02/18/2022	35174	Mountain Disposal	2YD EOW N Lake/P&R	01-0208-7194	55.00	55.00
02/22	02/18/2022	35174	Mountain Disposal	2yd EOW S Lake/P&R	01-0208-7194	55.00	55.00
Total 35174:							1,135.00
35175							
02/22	02/18/2022	35175	Municipal Treatment Equipment	Clean Rebuild & Test Vac Reg/WTP	02-0100-7122	575.19	575.19
Total 35175:							575.19

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
35176							
02/22	02/18/2022	35176	Pitney Bowes Global Financial	Lease Feb/Adm	01-0100-7150	47.67	47.67
02/22	02/18/2022	35176	Pitney Bowes Global Financial	Lease Feb/WTP	02-0100-7150	47.67	47.67
02/22	02/18/2022	35176	Pitney Bowes Global Financial	Lease Feb/WWTP	03-0100-7150	47.67	47.67
Total 35176:							143.01
35177							
02/22	02/18/2022	35177	Procom LLC	Pre-Employment Testing/WTP,WWTP	02-0100-7122	27.50	27.50
02/22	02/18/2022	35177	Procom LLC	Pre-Employment Testing/WTP,WWTP	03-0100-7122	27.50	27.50
Total 35177:							55.00
35178							
02/22	02/18/2022	35178	PSHCG	Health Ins - March 2022	01-0000-2230	1,088.07	1,088.07
02/22	02/18/2022	35178	PSHCG	Health Ins - March 2022	03-0000-2230	2,193.87	2,193.87
02/22	02/18/2022	35178	PSHCG	Health Ins - March 2022	04-0000-2230	652.84	652.84
02/22	02/18/2022	35178	PSHCG	Health Ins - March 2022	04-0000-2230	601.30	601.30
02/22	02/18/2022	35178	PSHCG	Health Ins - March 2022	02-0100-6310	276.62	276.62
02/22	02/18/2022	35178	PSHCG	Health Ins - March 2022	03-0100-6310	414.94	414.94
02/22	02/18/2022	35178	PSHCG	Health Ins - March 2022	02-0000-2230	2,359.96	2,359.96
Total 35178:							7,587.60
35179							
02/22	02/18/2022	35179	Pueblo Dept. of Public Health &	Testing/WTP	02-0100-7122	85.00	85.00
02/22	02/18/2022	35179	Pueblo Dept. of Public Health &	Testing/WWTP	03-0100-7122	93.00	93.00
Total 35179:							178.00
35180							
02/22	02/18/2022	35180	Purchase Power	Pro Printer Ink/Adm	01-0100-7150	54.99	54.99
02/22	02/18/2022	35180	Purchase Power	Pro Printer Ink/WTP	02-0100-7150	54.99	54.99
02/22	02/18/2022	35180	Purchase Power	Pro Printer Ink/WWTP	03-0100-7150	54.99	54.99
Total 35180:							164.97
35181							
02/22	02/18/2022	35181	Rampart Supply, Inc.	PVC Fan Press/WWTP	03-0100-7150	260.02	260.02
Total 35181:							260.02
35182							
02/22	02/18/2022	35182	Roland Stephenson	Refund for Utility Overpayment	19-0000-1991	65.00	65.00
Total 35182:							65.00
35183							
02/22	02/18/2022	35183	Rye Telephone CO	Telephone/Adm	01-0100-7193	553.46	553.46
02/22	02/18/2022	35183	Rye Telephone CO	Telephone/P&R	01-0208-7193	160.09	160.09
02/22	02/18/2022	35183	Rye Telephone CO	Telephone/WWTP	03-0100-7193	224.10	224.10
02/22	02/18/2022	35183	Rye Telephone CO	Telephone/WTP	02-0100-7193	356.94	356.94
02/22	02/18/2022	35183	Rye Telephone CO	Telephone/GC	04-0100-7193	181.11	181.11
02/22	02/18/2022	35183	Rye Telephone CO	Telephone/GCM	04-0201-7193	99.37	99.37
Total 35183:							1,575.07

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
35184							
02/22	02/18/2022	35184	SeaCrest Group	Biomonitoring Test/WWTP	03-0100-7122	2,240.00	2,240.00
Total 35184:							2,240.00
35185							
02/22	02/18/2022	35185	SGS North America Inc.	Testing-Alum,Nitro,Metal/WWTP	03-0100-7122	483.98	483.98
02/22	02/18/2022	35185	SGS North America Inc.	Testing-Nitrogen/WTP	02-0100-7122	84.00	84.00
Total 35185:							567.98
35186							
02/22	02/18/2022	35186	Sprint	Telephone/P&R	01-0208-7193	45.27	45.27
02/22	02/18/2022	35186	Sprint	Telephone/WTP	02-0100-7193	100.63	100.63
02/22	02/18/2022	35186	Sprint	Telephone/WWTP	03-0100-7193	85.57	85.57
02/22	02/18/2022	35186	Sprint	Telephone/GC	04-0100-7193	48.27	48.27
Total 35186:							279.74
35187							
02/22	02/18/2022	35187	Toro NSN	Service Agreement-March/GCM	04-0201-7122	155.00	155.00
Total 35187:							155.00
35188							
02/22	02/18/2022	35188	Winfield Solutions, LLC	Civitas One @.5 GA Early Bird/GCM	04-0201-7150	1,200.00	1,200.00
Total 35188:							1,200.00
35189							
02/22	02/18/2022	35189	Family Support Registry	FSR Remittance ID 15830722 Payroll 2-	01-0000-2225	319.39	319.39
Total 35189:							319.39
Grand Totals:							43,782.63

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-0000-2110	673.13	8,405.95-	7,732.82-
01-0000-2225	319.39	.00	319.39
01-0000-2230	1,616.91	.00	1,616.91
01-0100-7122	593.35	.00	593.35
01-0100-7150	404.25	673.13-	268.88-
01-0100-7151	90.74	.00	90.74
01-0100-7191	686.34	.00	686.34
01-0100-7193	553.46	.00	553.46
01-0100-7194	50.00	.00	50.00
01-0203-7191	656.46	.00	656.46
01-0207-7194	70.00	.00	70.00
01-0208-7125	251.60	.00	251.60
01-0208-7150	209.09	.00	209.09
01-0208-7151	702.60	.00	702.60
01-0208-7154	33.96	.00	33.96

GL Account	Debit	Credit	Proof
01-0208-7184	285.71	.00	285.71
01-0208-7186	31.95	.00	31.95
01-0208-7191	525.00	.00	525.00
01-0208-7193	205.36	.00	205.36
01-0208-7194	490.00	.00	490.00
01-0308-7150	124.95	.00	124.95
01-6000-7151	504.83	.00	504.83
02-0000-2110	39.99	19,827.97-	19,787.98-
02-0000-2230	2,359.96	.00	2,359.96
02-0100-6310	276.62	.00	276.62
02-0100-6320	650.00	.00	650.00
02-0100-7122	11,650.79	.00	11,650.79
02-0100-7150	321.72	.00	321.72
02-0100-7151	714.71	.00	714.71
02-0100-7191	3,311.60	.00	3,311.60
02-0100-7193	457.57	.00	457.57
02-0100-7194	85.00	.00	85.00
02-0100-7720	.00	39.99-	39.99-
03-0000-2110	.00	9,740.59-	9,740.59-
03-0000-2230	2,193.87	.00	2,193.87
03-0100-6310	414.94	.00	414.94
03-0100-7122	4,594.48	.00	4,594.48
03-0100-7150	722.99	.00	722.99
03-0100-7151	476.45	.00	476.45
03-0100-7191	958.19	.00	958.19
03-0100-7193	309.67	.00	309.67
03-0100-7194	70.00	.00	70.00
04-0000-2110	.00	6,456.24-	6,456.24-
04-0000-2230	1,254.14	.00	1,254.14
04-0100-7110	8.88	.00	8.88
04-0100-7125	390.00	.00	390.00
04-0100-7191	1,377.36	.00	1,377.36
04-0100-7193	229.38	.00	229.38
04-0100-7194	285.00	.00	285.00
04-0201-7122	155.00	.00	155.00
04-0201-7150	1,200.00	.00	1,200.00
04-0201-7184	740.73	.00	740.73
04-0201-7191	631.38	.00	631.38
04-0201-7193	99.37	.00	99.37
04-0201-7194	85.00	.00	85.00
19-0000-1991	65.00	.00	65.00
19-0000-2110	.00	65.00-	65.00-
Grand Totals:	45,208.87	45,208.87-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"
