



**IGNACIO TOWN BOARD MEETING AGENDA**  
**Monday, September 13, 2021 – 6:30 PM**  
**Abel F. Atencio Community Room, 570 Goddard Avenue**  
**or via Remote Public Meeting**

*The remote meeting is hosted by Zoom and requires Attendees to login to the Zoom meeting website at the following address: <https://zoom.us/j/93277172632>, or Attendees wishing to participate by phone shall call: **346-248-7799** and key in Webinar ID Number: **932 7717 2632**.*

*There is a Zoom Etiquette file on the Town website that details how Zoom meetings work and what is expected of Attendees. All Attendees will be able to hear and/or see the Town Board meeting. Attendees will be muted until the Mayor takes Attendee comments. Attendees wanting to comment must click on the "Raised Hand" tab at the bottom of the screen, or callers will have to enter \*9. The Mayor will acknowledge which Attendee is to speak (by name or phone number) and the meeting host will allow them to speak. The meeting host will unmute the Attendee (or notify the Attendee if they need to unmute themselves by entering \*6). The Attendee shall first provide their name and address before they begin their comments. Failure to follow directions or maintain meeting decorum will result in the muting of your connection.*

- I. CALL REGULAR MEETING TO ORDER:** Moment of Silence, Moment of Gratitude, Reflection of Hope
- II. ROLL CALL**
- III. PUBLIC COMMENTS:** *The Town Board values public comment and allows this time for citizens to voice their thoughts and concerns. The Mayor will open the comment period and prior to addressing the Board, state your name and address, and limit your comments to five (5) minutes. Meeting decorum will be maintained and failure to maintain composure and respect will result in the closure of your comment period. The Town Board and/or staff may respond to your comments or take your comments under advisement. Please do not comment on items listed on the Agenda as opportunity will be given to comment during these discussions. Thank you.*
- IV. CONSENT AGENDA**
  - A. Regular Town Board Meeting Minutes from August 9, 2021
  - B. Financial Records – August Check Register and August Accounting Reports
  - C. Wells Liquor South Annual Liquor License Renewal
- V. UNFINISHED BUSINESS**
  - A. None
- VI. NEW BUSINESS**
  - A. Resolution 04-2021 – Ignacio South Property Acquisition
  - B. Broadband Speed Test Certification – Public Hearing and Certification Letter Approval
  - C. Regional Housing Alliance Intergovernmental Agreement Review and Approval
  - D. COVID-19 Update
- VII. STAFF REPORTS**
  - A. Police Department
  - B. Public Works
  - C. Clerk / Treasurer
  - D. Town Manager
  - E. Attorney
- VIII. TRUSTEE REPORTS**
- IX. MISCELLANEOUS**
- X. ADJOURNMENT**

TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/21

## Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-98524	E	893 AT&T	434.32	08/05/21	8/21		
-98523	E	737 PITNEY BOWES INC	48.44	08/05/21	8/21	CL 14767	434.32
-98522	E	845 HOME DEPOT CREDIT SERVICES	34.97	08/05/21	8/21	CL 14768	48.44
-98521	E	845 HOME DEPOT CREDIT SERVICES	137.76	08/05/21	8/21	CL 14787	34.97
-98520	E	845 HOME DEPOT CREDIT SERVICES	20.51	08/05/21	8/21	CL 14788	137.76
-98519	E	1211 Morton Electric, Inc.	164342.58	08/05/21	8/21	CL 14789	20.51
-98518	E	1187 Cardmember Service (TBK Bank)	119.00	08/05/21	8/21	CL 14793	164342.58
-98517	E	1187 Cardmember Service (TBK Bank)	37.66	08/05/21	8/21	CL 14800	119.00
-98516	E	1187 Cardmember Service (TBK Bank)	48.00	08/05/21	8/21	CL 14801	37.66
-98515	E	1187 Cardmember Service (TBK Bank)	49.00	08/05/21	8/21	CL 14802	48.00
-98514	E	1187 Cardmember Service (TBK Bank)	49.00	07/16/21	8/21	CL 14803	49.00
-98513	E	1187 Cardmember Service (TBK Bank)	44.00	08/05/21	8/21	CL 14804	49.00
-98512	E	1187 Cardmember Service (TBK Bank)	28.51	08/05/21	8/21	CL 14805	44.00
-98511	E	1187 Cardmember Service (TBK Bank)	34.60	08/05/21	8/21	CL 14806	28.51
-98510	E	1187 Cardmember Service (TBK Bank)	73.81	08/05/21	8/21	CL 14807	34.60
-98509	E	1187 Cardmember Service (TBK Bank)	41.66	08/05/21	8/21	CL 14808	73.81
-98508	E	1187 Cardmember Service (TBK Bank)	13.81	08/05/21	8/21	CL 14809	41.66
-98507	E	1187 Cardmember Service (TBK Bank)	100.00	08/05/21	8/21	CL 14810	13.81
-98506	E	1187 Cardmember Service (TBK Bank)	468.87	08/05/21	8/21	CL 14811	100.00
-98505	E	1187 Cardmember Service (TBK Bank)	508.87	08/05/21	8/21	CL 14814	468.87
-98504	E	1187 Cardmember Service (TBK Bank)	175.00	08/05/21	8/21	CL 14815	508.87
-98503	E	1187 Cardmember Service (TBK Bank)	10.00	08/05/21	8/21	CL 14816	175.00
-98502	E	1187 Cardmember Service (TBK Bank)	1182.18	08/05/21	8/21	CL 14817	10.00
-98501	E	1187 Cardmember Service (TBK Bank)	882.00	08/05/21	8/21	CL 14818	1182.18
						CL 14819	882.00

TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/21

## Claim Checks

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TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/21

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-98476	E	1187 Cardmember Service (TBK Bank)	67.00	08/05/21	8/21	CL 14844	67.00
-98475	E	1187 Cardmember Service (TBK Bank)	196.00	08/05/21	8/21	CL 14845	196.00
-98474	E	1187 Cardmember Service (TBK Bank)	47.00	08/05/21	8/21	CL 14846	47.00
-98473	E	1187 Cardmember Service (TBK Bank)	16.44	08/05/21	8/21	CL 14847	16.44
-98472	E	1187 Cardmember Service (TBK Bank)	17.86	08/05/21	8/21	CL 14848	17.86
-98471	E	1187 Cardmember Service (TBK Bank)	90.00	08/05/21	8/21	CL 14849	90.00
-98470	E	1187 Cardmember Service (TBK Bank)	48.91	08/05/21	8/21	CL 14850	48.91
-98469	E	1187 Cardmember Service (TBK Bank)	50.00	08/05/21	8/21	CL 14851	50.00
-98468	E	1187 Cardmember Service (TBK Bank)	17.26	08/05/21	8/21	CL 14852	17.26
-98467	E	1187 Cardmember Service (TBK Bank)	89.47	08/05/21	8/21	CL 14853	89.47
-98466	E	1187 Cardmember Service (TBK Bank)	90.00	08/05/21	8/21	CL 14854	90.00
-98465	E	1187 Cardmember Service (TBK Bank)	87.12	08/05/21	8/21	CL 14855	87.12
-98464	E	1187 Cardmember Service (TBK Bank)	87.63	08/05/21	8/21	CL 14856	87.63
-98463	E	1187 Cardmember Service (TBK Bank)	90.00	08/05/21	8/21	CL 14857	90.00
-98462	E	1187 Cardmember Service (TBK Bank)	75.00	08/05/21	8/21	CL 14858	75.00
-98461	E	1187 Cardmember Service (TBK Bank)	75.00	08/05/21	8/21	CL 14859	75.00
-98460	E	1187 Cardmember Service (TBK Bank)	49.44	08/05/21	8/21	CL 14860	49.44
-98459	E	1187 Cardmember Service (TBK Bank)	63.39	08/05/21	8/21	CL 14861	63.39
-98458	E	1187 Cardmember Service (TBK Bank)	98.16	08/05/21	8/21	CL 14862	98.16
-98457	E	1187 Cardmember Service (TBK Bank)	45.10	08/05/21	8/21	CL 14864	45.10
-98456	E	1187 Cardmember Service (TBK Bank)	40.75	08/05/21	8/21	CL 14865	40.75
-98455	E	1187 Cardmember Service (TBK Bank)	53.35	08/05/21	8/21	CL 14866	53.35
-98454	E	1187 Cardmember Service (TBK Bank)	32.37	08/05/21	8/21	CL 14867	32.37
-98453	E	1187 Cardmember Service (TBK Bank)	6.20	08/05/21	8/21	CL 14868	6.20

TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/21

## Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-98452	E	1187 Cardmember Service (TBK Bank)	1.08	08/05/21	8/21		
-98451	E	517 PURCHASE POWER	503.50	08/05/21	8/21	CL 14869	1.08
-98450	E	143 STATE OF COLORADO-SALES TAX	707.33	08/19/21	8/21	CL 14870	503.50
-98449	E	974 LA PLATA ELECTRIC ASSN INC	2121.79	08/19/21	8/21	CL 14878	707.33
5508 *	S	53 AUTO PARTS INC	5.98	08/05/21		CL 14883	2121.79
5509	S	65 BASIN COOP	23.00	08/05/21		CL 14780	5.98
5510	S	91 BRENNAN OIL COMPANY	209.81	08/05/21		CL 14783	23.00
5511	S	921 CASCADE WATER	14.20	08/05/21		CL 14775	209.81
5512	S	1083 CDPHE	155.00	08/05/21		CL 14762	14.20
5513	S	1190 Colorado Department of Public Safety	33817.08	08/05/21		CL 14799	155.00
5514	S	999999 CSC HOLDINGS, LLC.	2466.32	08/05/21		CL 14792	33817.08
5515	S	1119 DUB'S AUTO BODY	2361.61	08/05/21		CL 14772	2466.32
5516	S	1209 E-470 Public Highway Authority	26.85	08/05/21		CL 14777 CL 14812	281.88 2079.73
5517	S	971 FASTTRACK COMMUNICATIONS INC	126.95	08/05/21		CL 14790	26.85
5518	S	695 GFL Environmental	2672.68	08/05/21		CL 14778	126.95
5519	S	278 GRAND JUNCTION PIPE & SUPPLY #1116	504.28	08/05/21		CL 14779	2672.68
5520	S	279 GREEN ANALYTICAL LABORATORIES	275.00	08/05/21		CL 14771	504.28
5521	S	760 IGNACIO SCHOOL DISTRICT	250.00	08/05/21		CL 14776	275.00
5522	S	885 INTERMOUNTAIN SWEEPER	762.00	08/05/21		CL 14784	250.00
5523	S	1186 James A. Shaner	300.00	08/05/21		CL 14781	762.00
5524	S	894 KRISTIN ROEHRs	406.25	08/05/21		CL 14766	300.00
5525	S	999999 NEAL LOTT	500.00	08/05/21		CL 14773	406.25
5526	S	1188 NEO Connect	15443.75	08/05/21		CL 14769	500.00
						CL 14764	15443.75

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TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/21

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
5527	S	1212 S & W Expert Collision Repair	4021.17	08/05/21		CL 14813	4021.17
5528	S	590 SAN JUAN BASIN HEALTH DEPARTMENT	35.00	08/05/21		CL 14763	35.00
5529	S	1175 Savant Learning Systems, Inc.	552.00	08/05/21		CL 14770	552.00
5530	S	1029 SD SHOOTERS SUPPLY LLC	453.10	08/05/21		CL 14796	453.10
5531	S	1172 Short Elliott Hendrickson, Inc.	1123.75	08/05/21		CL 14765	1123.75
5532	S	624 SoCoCAA, INC.	15000.00	08/05/21		CL 14782	15000.00
5533	S	626 SUMMIT SUPPLY	631.38	08/05/21		CL 14786	631.38
5534	S	650 TOWN OF IGNACIO	355.94	08/05/21		CL 14798	355.94
5535	S	655 TRAUTNER GEOTECH	1894.27	08/05/21		CL 14791	1894.27
5536	S	1117 TUGGY DUNTON	110.00	08/05/21		CL 14795	110.00
5537	S	675 UTILITY NOTIFICATION CENTER OF CO	13.20	08/05/21		CL 14774	13.20
5538	S	1208 Western Garage Doors LLC	175.00	08/05/21		CL 14785	175.00
5539 C	S	999999 WILD HORSE ENTERPRISES	0.00	08/05/21		CL 14794	
5544 *	S	728 AXIS HEALTH SYSTEMS	446.88	08/19/21		CL 14886	446.88
5545	S	220 BALLANTINE COMMUNICATIONS INC	188.10	08/19/21		CL 14897	188.10
5546	S	999999 CALANDRA MOGUEL	72.25	08/19/21		CL 14872	72.25
5547	S	921 CASCADE WATER	21.30	08/19/21		CL 14881	21.30
5548	S	999999 CRIS HYDE	517.42	08/19/21		CL 14871	517.42
5549	S	1161 Environmental Systems Research Institute	1000.00	08/19/21		CL 14889	1000.00
5550	S	278 GRAND JUNCTION PIPE & SUPPLY #1116	504.28	08/19/21		CL 14896	504.28
5551	S	981 HI PERFORMANCE CARWASH LLC	56.04	08/19/21		CL 14885	56.04
5552	S	991 HINTON BURDICK CPA & ADVISORS	7950.00	08/19/21		CL 14880	7950.00
5553	S	1130 IMAGENET CONSULTING LLC	292.32	08/19/21		CL 14888	292.32
5554	S	1186 James A. Shaner	300.00	08/19/21		CL 14895	300.00

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TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/21

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
5555	S	999999 LAND TITLE GUARANTEE COMPANY	5000.00	08/19/21		CL 14892	5000.00
5556	S	1046 LAW OFFICE OF DAVID LIBERMAN	1370.18	08/19/21		CL 14879	1370.18
5557	S	1155 LAWSON PRODUCTS	853.65	08/19/21		CL 14890	853.65
5558	S	1087 MARK GARCIA - GOV-PLUS LLC	8430.00	08/19/21		CL 14893	8430.00
5559	S	1192 Mitel Networks, Inc.	340.99	08/19/21		CL 14882	340.99
5560	S	1172 Short Elliott Hendrickson, Inc.	13651.44	08/19/21		CL 14874	4033.75
						CL 14891	9617.69
5561	S	600 SOUTHERN UTE UTILITIES DIVISION	49754.20	08/19/21		CL 14887	49754.20
5562	S	730 SOUTHWEST AG	428.70	08/19/21		CL 14877	428.70
5563 C	S	626 SUMMIT SUPPLY	0.00	08/19/21		CL 14873	
5564 *	S	632 TARGET RENTAL	2279.51	08/19/21		CL 14875	2279.51
5565	S	655 TRAUTNER GEOTECH	1319.00	08/19/21		CL 14876	1319.00
5566	S	1100 VECTOR DISEASE CONTROL	1911.68	08/19/21		CL 14884	1911.68
5567	S	692 WALKER DO IT BEST HARDWARE	176.32	08/19/21		CL 14894	176.32
<b>Total for Claim Checks</b>			<b>357170.90</b>				
Count for Claim Checks			132				

\* denotes missing check number(s)

# of Checks: 132                      Total: 357170.90

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TOWN OF IGNACIO  
Fund Summary for Claim Check Register  
For the Accounting Period: 8/21

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Fund/Account	Amount
100 GENERAL FUND	
110230	\$108,156.27
300 CAPITAL IMPROVEMENT FUND	
110230	\$177,173.54
500 ECONOMIC DEVELOPMENT FUND	
110230	\$15,443.75
610 WATER FUND	
110230	\$14,059.41
620 GAS FUND	
110230	\$5,262.77
630 SEWER FUND	
110230	\$36,965.75
640 IRRIGATION FUND	
110230	\$109.41
<b>Total:</b>	<b>\$357,170.90</b>





## Summary Statement

August 31, 2021

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Investor ID: CO-01-0721

0000493-0002493 PDF 334306

**Town of Ignacio  
PO Box 459  
Ignacio, CO 81137-0459**

### COLOTRUST

#### PLUS+

Average Monthly Yield: 0.0262%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CO-01-0721-8001	GENERAL FUND	1,020,557.04	0.00	0.00	22.72	292.63	1,020,569.92	1,020,579.76
CO-01-0721-8002	WATER FUND	14,732.49	0.00	0.00	0.32	5.71	14,732.66	14,732.81
CO-01-0721-8003	SEWER FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CO-01-0721-8004	GAS FUND	73,982.51	0.00	0.00	1.60	28.63	73,983.42	73,984.11
CO-01-0721-8005	IRRIGATION FUND	10,365.98	0.00	0.00	0.28	4.20	10,366.13	10,366.26
CO-01-0721-8006	CAPITAL IMPROVEMENT FUND	316,320.10	0.00	0.00	7.05	123.10	316,324.09	316,327.15

Tel: (877) 311-0219

<https://www.colotrust.com/>



## Summary Statement

August 31, 2021

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Investor ID: CO-01-0721

Town of Ignacio  
PO Box 459  
Ignacio, CO 81137-0459

### PLUS+ - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CO-01-0721-8007	CONSERVATION TRUST FUND	69,187.76	0.00	0.00	1.55	26.87	69,188.64	69,189.31
CO-01-0721-8010	ECONOMIC DEVELOPMENT FUND	60,685.61	0.00	0.00	1.36	23.57	60,686.38	60,686.97
CO-01-0721-8011	American Rescue Plan Fund	114,116.76	0.00	0.00	2.56	6.53	114,118.21	114,119.32
TOTAL		1,679,948.25	0.00	0.00	37.44	511.24	1,679,969.45	1,679,985.69



## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8001

### GENERAL FUND

### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	1,020,557.04	0.00	0.00	22.72	292.63	1,020,569.92	1,020,579.76

### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			1,020,557.04	
08/31/2021	Income Dividend Reinvestment	22.72			
08/31/2021	Ending Balance			1,020,579.76	



## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8002

### WATER FUND

#### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	14,732.49	0.00	0.00	0.32	5.71	14,732.66	14,732.81

#### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			14,732.49	
08/31/2021	Income Dividend Reinvestment	0.32			
08/31/2021	Ending Balance			14,732.81	



## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8004

### GAS FUND

#### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	73,982.51	0.00	0.00	1.60	28.63	73,983.42	73,984.11

#### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			73,982.51	
08/31/2021	Income Dividend Reinvestment	1.60			
08/31/2021	Ending Balance			73,984.11	



## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8005

### IRRIGATION FUND

#### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	10,365.98	0.00	0.00	0.28	4.20	10,366.13	10,366.26

#### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			10,365.98	
08/31/2021	Income Dividend Reinvestment	0.28			
08/31/2021	Ending Balance			10,366.26	



## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8006

### CAPITAL IMPROVEMENT FUND

#### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	316,320.10	0.00	0.00	7.05	123.10	316,324.09	316,327.15

#### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			316,320.10	
08/31/2021	Income Dividend Reinvestment	7.05			
08/31/2021	Ending Balance			316,327.15	



## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8007

### CONSERVATION TRUST FUND

#### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	69,187.76	0.00	0.00	1.55	26.87	69,188.64	69,189.31

#### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			69,187.76	
08/31/2021	Income Dividend Reinvestment	1.55			
08/31/2021	Ending Balance			69,189.31	





## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8010

### ECONOMIC DEVELOPMENT FUND

#### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	60,685.61	0.00	0.00	1.36	23.57	60,686.38	60,686.97

#### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			60,685.61	
08/31/2021	Income Dividend Reinvestment	1.36			
08/31/2021	Ending Balance			60,686.97	



## Account Statement

August 31, 2021

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Account Number: CO-01-0721-8011

### American Rescue Plan Fund

### Account Summary

Average Monthly Yield: 0.0262%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
PLUS+	114,116.76	0.00	0.00	2.56	6.53	114,118.21	114,119.32

### Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2021	Beginning Balance			114,116.76	
08/31/2021	Income Dividend Reinvestment	2.56			
08/31/2021	Ending Balance			114,119.32	



## COLOTRUST

## PLUS+

Date	Dividend Rate	Daily Yield
08/01/2021	0.000000000	0.0334%
08/02/2021	0.00000801	0.0293%
08/03/2021	0.00001006	0.0367%
08/04/2021	0.00000871	0.0318%
08/05/2021	0.00000860	0.0314%
08/06/2021	0.00002604	0.0317%
08/07/2021	0.000000000	0.0317%
08/08/2021	0.000000000	0.0317%
08/09/2021	0.00000836	0.0305%
08/10/2021	0.00000687	0.0251%
08/11/2021	0.00000687	0.0251%
08/12/2021	0.00000688	0.0251%
08/13/2021	0.00002088	0.0254%
08/14/2021	0.000000000	0.0254%
08/15/2021	0.000000000	0.0254%
08/16/2021	0.00000700	0.0255%
08/17/2021	0.00000687	0.0251%
08/18/2021	0.00000688	0.0251%
08/19/2021	0.00000591	0.0216%
08/20/2021	0.00002064	0.0251%
08/21/2021	0.000000000	0.0251%
08/22/2021	0.000000000	0.0251%
08/23/2021	0.00000606	0.0221%
08/24/2021	0.00000593	0.0217%
08/25/2021	0.00000606	0.0221%
08/26/2021	0.00000565	0.0206%
08/27/2021	0.00001746	0.0213%
08/28/2021	0.000000000	0.0213%
08/29/2021	0.000000000	0.0213%
08/30/2021	0.00000688	0.0251%
08/31/2021	0.00000688	0.0251%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

# TOWN OF IGNACIO

\*our budget reflects this

2020			2021			% up/down from PYM	Year-To-Date	Difference	% up/down from PYT
City Sales Tax	Month	Year-To-Date	City Sales Tax	Month	Difference				
Jan	32,498.91	32,498.91	1 Jan	39,505.29	7,006.38	21.56%	39,505.29	7,006.38	21.56%
Feb	30,883.13	63,382.04	2 Feb	45,778.54	14,895.41	23.50%	85,283.83	21,901.79	34.56%
Mar	29,756.06	93,138.10	3 Mar	34,956.77	5,200.71	5.58%	120,240.60	27,102.50	29.10%
Apr	29,891.22	123,029.32	4 Apr	34,875.59	4,984.37	4.05%	155,116.19	32,086.87	26.08%
May	38,046.33	161,075.65	5 May	40,256.52	2,210.19	1.37%	195,372.71	34,297.06	21.29%
June	37,833.96	198,909.61	6 Jun	39,924.32	2,090.36	1.05%	235,297.03	36,387.42	18.29%
July	39,765.51	238,675.12	7 July	40,842.76	1,077.25	0.45%	276,139.79	37,464.67	15.70%
Aug	38,659.53	277,334.65	8 Aug	47,265.88	8,606.35	3.10%	323,405.67	46,071.02	16.61%
Sept	44,580.08	321,914.73	9 Sept	46,527.60	1,947.52	0.60%	369,933.27	48,018.54	14.92%
Oct	38,046.92	359,961.65	10 Oct		-38,046.92	-10.57%	369,933.27	9,971.62	2.77%
Nov	37,617.48	397,579.13	11 Nov		-37,617.48	-9.46%	369,933.27	-27,645.86	-6.95%
Dec	36,860.79	434,439.92	12 Dec		-36,860.79	-8.48%	369,933.27	-64,506.65	-14.85%
<b>2020 City Total</b>	<b>434,439.92</b>		<b>2021 City Total</b>	<b>369,933.27</b>					<b>14.92%</b>
<b>2020 BUDGET</b>		<b>330,000.00</b>	<b>2021 BUDGET</b>			<b>9.09% Inc</b>	<b>360,000.00</b>		

2020			2021			% up/down from PYM	Year-To-Date	Difference	% up/down from PYT
County Sales Tax	Month	Year-To-Date	County Sales Tax	Month	Difference				
Jan	74,268.00	74,268.00	1 Jan	77,691.00	3,423.00	4.61%	77,691.00	3,423.00	4.61%
Feb	83,760.00	158,028.00	2 Feb	94,839.00	11,079.00	7.01%	172,530.00	14,502.00	9.18%
Mar	67,251.00	225,279.00	3 Mar	78,241.00	10,990.00	4.88%	250,771.00	25,492.00	11.32%
Apr	63,809.00	289,088.00	4 Apr	75,662.00	11,853.00	4.10%	326,433.00	37,345.00	12.92%
May	92,195.00	381,283.00	5 May	93,841.00	1,646.00	0.43%	420,274.00	38,991.00	10.23%
June	65,965.00	447,248.00	6 June	88,608.00	22,643.00	5.06%	508,882.00	61,634.00	13.78%
July	76,727.00	523,975.00	7 July	99,100.00	22,373.00	4.27%	607,982.00	84,007.00	16.03%
Aug	86,975.00	610,950.00	8 Aug	109,515.00	22,540.00	3.69%	717,497.00	106,547.00	17.44%
Sept	94,258.00	705,208.00	9 Sept		-94,258.00	-13.37%	717,497.00	12,289.00	1.74%
Oct	92,253.00	797,461.00	10 Oct		-92,253.00	-11.57%	717,497.00	-79,964.00	-10.03%
Nov	97,837.00	895,298.00	11 Nov		-97,837.00	-10.93%	717,497.00	-177,801.00	-19.86%
Dec	87,221.00	982,519.00	12 Dec		-87,221.00	-8.88%	717,497.00	-265,022.00	-26.97%
<b>2020 County Total</b>	<b>982,519.00</b>		<b>2021 County Total</b>	<b>717,497.00</b>					<b>3.37%</b>
<b>2020 BUDGET</b>		<b>820,000.00</b>	<b>2021 BUDGET</b>			<b>3.66% Inc</b>	<b>850,000.00</b>		

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TOWN OF IGNACIO  
Cash Report  
For the Accounting Period: 8/21

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
100 GENERAL FUND						
110100 Petty Cash	100.00	0.00	0.00	0.00	0.00	100.00
110230 Operating Account	55,968.29	540,966.81	0.00	274,418.32	209,030.34	113,486.44
110250 Savings Account	245,254.23	164,367.72	0.00	264,342.58	0.00	145,279.37
110270 Investment Account	1,134,673.80	25.28	0.00	0.00	0.00	1,134,699.08
<b>Total Fund</b>	<b>1,435,996.32</b>	<b>705,359.81</b>		<b>538,760.90</b>	<b>209,030.34</b>	<b>1,393,564.89</b>
300 CAPITAL IMPROVEMENT FUND						
110230 Operating Account	66,908.48	297,975.52	0.00	164,342.58	177,173.54	23,367.88
110250 Savings Account	0.00	164,342.58	0.00	164,342.58	0.00	0.00
110270 Investment Account	316,320.10	7.05	0.00	0.00	0.00	316,327.15
<b>Total Fund</b>	<b>383,228.58</b>	<b>462,325.15</b>		<b>328,685.16</b>	<b>177,173.54</b>	<b>339,695.03</b>
400 CONSERVATION TRUST FUND						
110230 Operating Account	4,556.76	0.00	0.00	0.00	0.00	4,556.76
110270 Investment Account	69,187.76	1.55	0.00	0.00	0.00	69,189.31
<b>Total Fund</b>	<b>73,744.52</b>	<b>1.55</b>				<b>73,746.07</b>
500 ECONOMIC DEVELOPMENT FUND						
110230 Operating Account	-6,011.67	0.00	0.00	0.00	15,443.75	-21,455.42
110270 Investment Account	60,685.61	1.36	0.00	0.00	0.00	60,686.97
<b>Total Fund</b>	<b>54,673.94</b>	<b>1.36</b>			<b>15,443.75</b>	<b>39,231.55</b>
610 WATER FUND						
110230 Operating Account	12,084.92	22,371.19	10.00	0.00	14,059.41	20,406.70
110270 Investment Account	14,732.49	0.32	0.00	0.00	0.00	14,732.81
<b>Total Fund</b>	<b>26,817.41</b>	<b>22,371.51</b>	<b>10.00</b>		<b>14,059.41</b>	<b>35,139.51</b>
620 GAS FUND						
110230 Operating Account	67,030.89	18,854.41	0.00	34.92	5,278.42	80,571.96
110270 Investment Account	73,982.51	1.60	0.00	0.00	0.00	73,984.11
<b>Total Fund</b>	<b>141,013.40</b>	<b>18,856.01</b>		<b>34.92</b>	<b>5,278.42</b>	<b>154,556.07</b>
630 SEWER FUND						
110230 Operating Account	-97,668.54	38,615.88	0.00	108.78	36,965.75	-96,127.19
640 IRRIGATION FUND						
110230 Operating Account	-9,655.40	6,284.09	5.65	0.00	109.41	-3,475.07
110270 Investment Account	10,365.98	0.28	0.00	0.00	0.00	10,366.26
<b>Total Fund</b>	<b>710.58</b>	<b>6,284.37</b>	<b>5.65</b>		<b>109.41</b>	<b>6,891.19</b>
910 PAYROLL CLEARING FUND						
110230 Operating Account	29,721.54	0.00	100,874.07	95,072.87	0.00	35,522.74
930 CLAIMS CLEARING FUND						
110230 Operating Account	497,914.71	0.00	357,170.90	175,621.07	0.00	679,464.54
<b>Totals</b>	<b>2,546,152.46</b>	<b>1,253,815.64</b>	<b>458,060.62</b>	<b>1,138,283.70</b>	<b>458,060.62</b>	<b>2,661,684.40</b>

\*\*\* Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

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TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 8 / 21

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Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND	163,747.33	1,296,025.39	1,647,512.00	351,486.61	79 %
300 CAPITAL IMPROVEMENT FUND	133,639.99	271,825.96	818,320.00	546,494.04	33 %
400 CONSERVATION TRUST FUND	1.55	4,583.62	79,500.00	74,916.38	6 %
500 ECONOMIC DEVELOPMENT FUND	1.36	23.57	220.00	196.43	11 %
610 WATER FUND	26,754.39	179,062.19	365,970.00	186,907.81	49 %
620 GAS FUND	18,214.31	224,332.82	257,400.00	33,067.18	87 %
630 SEWER FUND	41,253.06	314,673.67	536,050.00	221,376.33	59 %
640 IRRIGATION FUND	6,630.28	26,578.20	40,510.00	13,931.80	66 %
<b>Grand Total:</b>	<b>390,242.27</b>	<b>2,317,105.42</b>	<b>3,745,482.00</b>	<b>1,428,376.58</b>	<b>62 %</b>

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TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 8 / 21

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100 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
331000 TAXES/UNRESTRICTED COUNTY-STATE REV.					
331100 Property Tax	1,816.36	35,377.65	37,179.00	1,801.35	95 %
331120 Tribe Pmt In Lieu Of Property Tax	0.00	469.33	450.00	-19.33	104 %
331200 Specific Ownership Tax	393.06	2,791.72	3,000.00	208.28	93 %
331310 City Sales Tax	47,265.88	323,405.67	360,000.00	36,594.33	90 %
331330 County Sales Tax	109,515.00	717,497.00	850,000.00	132,503.00	84 %
331420 Cigarette Tax	200.21	1,158.42	1,800.00	641.58	64 %
331510 CO HUTF - Highway Users	0.00	13,758.80	22,857.00	9,098.20	60 %
331520 LP County Motor Vehicle License	335.38	5,606.71	5,000.00	-606.71	112 %
331530 LP County Road & Bridge	0.00	2,965.07	3,000.00	34.93	99 %
331810 Severence Tax	0.00	0.00	12,000.00	12,000.00	0 %
331820 Franchise tax	79.12	238.98	500.00	261.02	48 %
331830 CO Fed Mineral Dist Tax	0.00	0.00	10,000.00	10,000.00	0 %
Account Group Total:	159,605.01	1,103,269.35	1,305,786.00	202,516.65	84 %
332000 LICENSES / PERMITS					
332100 Business License Fee	35.00	655.00	2,200.00	1,545.00	30 %
332110 Liquor License Fee	0.00	875.00	2,500.00	1,625.00	35 %
332210 Building Permit & Inspection Fee	0.00	5,165.36	4,000.00	-1,165.36	129 %
332250 Vendor Permit Fee	0.00	160.00	200.00	40.00	80 %
332260 Animal License Fee	10.00	205.00	300.00	95.00	68 %
332270 Business Service License	365.00	2,360.00	2,250.00	-110.00	105 %
332275 Excavation Permit Fee	10.00	60.00	150.00	90.00	40 %
Account Group Total:	420.00	9,480.36	11,600.00	2,119.64	82 %
333000 GRANTS / RESTRICTED FUNDS					
333158 HIDTA	0.00	71,724.92	100,440.00	28,715.08	71 %
333400 LGGF	0.00	46,016.00	46,016.00	0.00	100 %
333405 DS Monies	0.00	0.00	5,000.00	5,000.00	0 %
333530 Snow Removal	0.00	0.00	2,000.00	2,000.00	0 %
Account Group Total:	0.00	117,740.92	153,456.00	35,715.08	77 %
334000 FINES & FEES					
334110 Court Costs, Fines & Citations	5.00	693.61	1,000.00	306.39	69 %
334130 Plan/Zone Fee	0.00	0.00	1,500.00	1,500.00	0 %
334140 Reproduction Fee	0.00	0.00	20.00	20.00	0 %
334160 NSF Fee	35.00	140.00	100.00	-40.00	140 %
334170 Notary Public Fee	0.00	10.00	100.00	90.00	10 %
334240 VIN Inspection	0.00	0.00	150.00	150.00	0 %
334400 Residential Trash	3,363.90	26,221.67	40,000.00	13,778.33	66 %
334401 Recycle	268.00	1,986.00	2,400.00	414.00	83 %
Account Group Total:	3,671.90	29,051.28	45,270.00	16,218.72	64 %
336000 Other Income					
336050 Misc Income	0.00	1,172.00	100.00	-1,072.00	*** %
336060 Police Department Reimbursement	0.00	3,067.68	4,000.00	932.32	77 %
336061 Resource Officer - School District	0.00	31,500.00	126,000.00	94,500.00	25 %
336100 Interest Income	50.42	528.80	1,200.00	671.20	44 %
336300 Building Space Rental	0.00	215.00	100.00	-115.00	215 %
Account Group Total:	50.42	36,483.48	131,400.00	94,916.52	28 %

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TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
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100 GENERAL FUND

Account	Received			Revenue	
	Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
Fund Total:	163,747.33	1,296,025.39	1,647,512.00	351,486.61	79 %



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TOWN OF IGNACIO  
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300 CAPITAL IMPROVEMENT FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
333000 GRANTS / RESTRICTED FUNDS					
333415 Capital Improvement - Sales Tax	133,632.94	271,702.86	818,000.00	546,297.14	33 %
Account Group Total:	133,632.94	271,702.86	818,000.00	546,297.14	33 %
336000 Other Income					
336100 Interest Income	7.05	123.10	320.00	196.90	38 %
Account Group Total:	7.05	123.10	320.00	196.90	38 %
Fund Total:	133,639.99	271,825.96	818,320.00	546,494.04	33 %

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TOWN OF IGNACIO  
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400 CONSERVATION TRUST FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
333000 GRANTS / RESTRICTED FUNDS					
333100 GoCo Grant	0.00	0.00	72,000.00	72,000.00	0 %
333580 Lottery Income	0.00	4,556.75	7,200.00	2,643.25	63 %
Account Group Total:	0.00	4,556.75	79,200.00	74,643.25	6 %
336000 Other Income					
336100 Interest Income	1.55	26.87	300.00	273.13	9 %
Account Group Total:	1.55	26.87	300.00	273.13	9 %
Fund Total:	1.55	4,583.62	79,500.00	74,916.38	6 %

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TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
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500 ECONOMIC DEVELOPMENT FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
336000 Other Income					
336100 Interest Income	1.36	23.57	220.00	196.43	11 %
<b>Account Group Total:</b>	<b>1.36</b>	<b>23.57</b>	<b>220.00</b>	<b>196.43</b>	<b>11 %</b>
<b>Fund Total:</b>	<b>1.36</b>	<b>23.57</b>	<b>220.00</b>	<b>196.43</b>	<b>11 %</b>

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TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
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610 WATER FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
334000 FINES & FEES					
334120 Late Fee	1,090.00	2,310.00	5,000.00	2,690.00	46 %
334419 Reconnect Fee	1,050.00	1,050.00	1,500.00	450.00	70 %
334420 Metered Water Sales	23,554.87	165,287.52	318,795.00	153,507.48	52 %
334430 Tap Fee	0.00	1,750.00	7,600.00	5,850.00	23 %
334440 Ready To Serve Fee	1,059.20	8,658.96	8,000.00	-658.96	108 %
Account Group Total:	26,754.07	179,056.48	340,895.00	161,838.52	53 %
336000 Other Income					
336100 Interest Income	0.32	5.71	75.00	69.29	8 %
Account Group Total:	0.32	5.71	75.00	69.29	8 %
339000 In House Transfer					
339100 Transfer In	0.00	0.00	25,000.00	25,000.00	0 %
Account Group Total:	0.00	0.00	25,000.00	25,000.00	0 %
Fund Total:	26,754.39	179,062.19	365,970.00	186,907.81	49 %

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TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
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620 GAS FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
334000 FINES & FEES					
334412 Gas Residential	12,446.98	135,285.19	160,000.00	24,714.81	85 %
334413 Gas Commercial	3,673.05	67,119.96	75,000.00	7,880.04	89 %
334415 Gas Stand By Fee	926.25	7,220.00	5,000.00	-2,220.00	144 %
334430 Tap Fee	0.00	1,781.00	0.00	-1,781.00	** %
334470 Gas Tax	1,166.43	12,898.04	17,000.00	4,101.96	76 %
Account Group Total:	18,212.71	224,304.19	257,000.00	32,695.81	87 %
336000 Other Income					
336100 Interest Income	1.60	28.63	400.00	371.37	7 %
Account Group Total:	1.60	28.63	400.00	371.37	7 %
Fund Total:	18,214.31	224,332.82	257,400.00	33,067.18	87 %

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TOWN OF IGNACIO  
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630 SEWER FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
334000 FINES & FEES					
334430 Tap Fee	0.00	950.00	2,500.00	1,550.00	38 %
334460 Sewage Collection	41,253.06	313,723.67	508,550.00	194,826.33	62 %
Account Group Total:	41,253.06	314,673.67	511,050.00	196,376.33	62 %
339000 In House Transfer					
339100 Transfer In	0.00	0.00	25,000.00	25,000.00	0 %
Account Group Total:	0.00	0.00	25,000.00	25,000.00	0 %
Fund Total:	41,253.06	314,673.67	536,050.00	221,376.33	59 %

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TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
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640 IRRIGATION FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
334000 FINES & FEES					
334430 Tap Fee	0.00	574.00	500.00	-74.00	115 %
334480 Irrigation Water	6,630.00	26,000.00	40,000.00	14,000.00	65 %
Account Group Total:	6,630.00	26,574.00	40,500.00	13,926.00	66 %
336000 Other Income					
336100 Interest Income	0.28	4.20	10.00	5.80	42 %
Account Group Total:	0.28	4.20	10.00	5.80	42 %
Fund Total:	6,630.28	26,578.20	40,510.00	13,931.80	66 %
Grand Total:	390,242.27	2,317,105.42	3,745,482.00	1,428,376.58	62 %

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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 GENERAL FUND	206,063.08	1,044,353.53	1,998,408.00	1,998,408.00	954,054.47	52 %
300 CAPITAL IMPROVEMENT FUND	177,173.54	219,565.69	925,000.00	925,000.00	705,434.31	24 %
400 CONSERVATION TRUST FUND	0.00	0.00	120,000.00	120,000.00	120,000.00	0 %
500 ECONOMIC DEVELOPMENT FUND	15,443.75	28,794.31	0.00	0.00	-28,794.31	*** %
610 WATER FUND	14,059.41	167,178.78	314,457.00	314,457.00	147,278.22	53 %
620 GAS FUND	5,262.77	201,189.90	255,382.00	255,382.00	54,192.10	79 %
630 SEWER FUND	36,965.75	316,502.45	541,034.00	541,034.00	224,531.55	58 %
640 IRRIGATION FUND	109.41	23,079.78	45,344.00	45,344.00	22,264.22	51 %
<b>Grand Total:</b>	<b>455,077.71</b>	<b>2,000,664.44</b>	<b>4,199,625.00</b>	<b>4,199,625.00</b>	<b>2,198,960.56</b>	<b>48 %</b>



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100 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
411000	Legislative						
411000	Legislative						
1150	Town Board Salaries	600.00	4,800.00	7,200.00	7,200.00	2,400.00	67 %
2200	FICA	37.20	297.60	446.00	446.00	148.40	67 %
2250	Medicare	8.72	69.76	104.00	104.00	34.24	67 %
2500	Unemployment Insurance	1.83	14.64	22.00	22.00	7.36	67 %
5800	Travel, Training & Meetings	0.00	0.00	3,000.00	3,000.00	3,000.00	%
5810	Hosting Joint Meetings	0.00	0.00	1,500.00	1,500.00	1,500.00	%
	<b>Account Total:</b>	<b>647.75</b>	<b>5,182.00</b>	<b>12,272.00</b>	<b>12,272.00</b>	<b>7,090.00</b>	<b>42 %</b>
	<b>Account Group Total:</b>	<b>647.75</b>	<b>5,182.00</b>	<b>12,272.00</b>	<b>12,272.00</b>	<b>7,090.00</b>	<b>42 %</b>
412000	Judicial						
412000	Judicial						
3200	Professional Service - Judge	600.00	1,200.00	3,000.00	3,000.00	1,800.00	40 %
5800	Travel, Training & Meetings	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	<b>Account Total:</b>	<b>600.00</b>	<b>1,200.00</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>2,800.00</b>	<b>30 %</b>
	<b>Account Group Total:</b>	<b>600.00</b>	<b>1,200.00</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>2,800.00</b>	<b>30 %</b>
415000	ADMINISTRATION SALARIES & BENEFITS						
415000	ADMINISTRATION SALARIES & BENEFITS						
1100	Manager Salaries	0.00	0.00	83,200.00	83,200.00	83,200.00	%
1101	Clerk/Treasurer Salaries	4,630.40	40,516.00	60,195.00	60,195.00	19,679.00	67 %
1102	Deputy Clerk/Treasurer	3,057.60	25,989.62	39,749.00	39,749.00	13,759.38	65 %
1103	Admin Assist/Fin Coordinator	3,766.97	29,539.93	83,000.00	83,000.00	53,460.07	36 %
1200	Overtime	0.00	0.00	1,987.00	1,987.00	1,987.00	%
2100	Health Insurance	1,101.54	7,680.99	15,292.00	15,292.00	7,611.01	50 %
2101	Life Insurance	5.60	44.80	67.00	67.00	22.20	67 %
2102	Dental Insurance	42.00	336.00	504.00	504.00	168.00	67 %
2103	Vision Insurance	6.00	48.00	72.00	72.00	24.00	67 %
2104	Aflac	405.30	3,242.40	3,924.00	3,924.00	681.60	83 %
2200	FICA	713.16	5,980.76	16,624.00	16,624.00	10,643.24	36 %
2250	Medicare	166.79	1,398.72	3,888.00	3,888.00	2,489.28	36 %
2300	Retirement	384.40	3,267.40	9,157.00	9,157.00	5,889.60	36 %
2500	Unemployment Insurance	34.60	290.16	430.00	430.00	139.84	67 %
2502	Enterprise Salary & Benefit	0.00	-82,518.00	0.00	0.00	82,518.00	%
	<b>Account Total:</b>	<b>14,314.36</b>	<b>35,816.78</b>	<b>318,089.00</b>	<b>318,089.00</b>	<b>282,272.22</b>	<b>11 %</b>
	<b>Account Group Total:</b>	<b>14,314.36</b>	<b>35,816.78</b>	<b>318,089.00</b>	<b>318,089.00</b>	<b>282,272.22</b>	<b>11 %</b>
416000	ADMINISTRATION OPERATING						
416000	ADMINISTRATION OPERATING						
2600	Workers Comp	0.00	28,305.48	38,974.00	38,974.00	10,668.52	73 %
2700	Insurance	0.00	26,431.59	34,414.00	34,414.00	7,982.41	77 %
3000	Contract Work	8,430.00	80,250.00	10,000.00	10,000.00	-70,250.00	803 %
3201	Legal Service - Attorney	1,370.18	1,200.15	10,000.00	10,000.00	8,799.85	12 %
3203	Professional Service - Audit	7,950.00	15,150.00	14,250.00	14,250.00	-900.00	106 %
4110	Utilities - Water	201.83	1,553.45	3,300.00	3,300.00	1,746.55	47 %
4120	Utilities - Sewer	76.97	692.39	2,500.00	2,500.00	1,807.61	28 %
4130	Utilities - Electric	0.00	3,079.28	8,200.00	8,200.00	5,120.72	38 %
4150	Utilities - Gas	77.14	2,065.98	2,200.00	2,200.00	134.02	94 %
4160	Telephone	424.94	4,576.14	5,912.00	5,912.00	1,335.86	77 %
4162	Cell Phone	563.54	4,605.90	7,100.00	7,100.00	2,494.10	65 %

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100 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
4164	IT Services & Maintenance	1,000.00	14,516.55	11,769.00	11,769.00	-2,747.55	123 %
4165	Internet Line	77.90	691.10	2,315.00	2,315.00	1,623.90	30 %
4166	IT Equipment & Supplies	0.00	-16,851.12	1,000.00	1,000.00	17,851.12	*** %
4191	Recording fees	0.00	0.00	200.00	200.00	200.00	%
4304	Building R & M	34.97	2,709.40	2,500.00	2,500.00	-209.40	108 %
4444	Intergovernmental Payments	15,000.00	20,308.00	23,008.00	23,008.00	2,700.00	88 %
4950	Misc Expense	5,000.00	5,165.28	1,200.00	1,200.00	-3,965.28	430 %
4951	Community Christmas	0.00	0.00	200.00	200.00	200.00	%
4952	Community Support	1,433.26	877.91	1,500.00	1,500.00	622.09	59 %
5400	Advertising/Public Notice	0.00	333.21	2,500.00	2,500.00	2,166.79	13 %
5420	Cleaning Service	345.31	2,502.18	3,500.00	3,500.00	997.82	71 %
5430	Office equipment L & M	48.44	750.60	1,452.00	1,452.00	701.40	52 %
5440	Publication Legal Notice	188.10	595.52	0.00	0.00	-595.52	%
5500	Printing Service	292.32	3,437.02	4,000.00	4,000.00	562.98	86 %
5550	Bank Service Charge	75.74	761.66	800.00	800.00	38.34	95 %
5600	Office Supplies	6.20	4,390.06	4,000.00	4,000.00	-390.06	110 %
5650	Operating Supplies	17.75	1,891.04	4,000.00	4,000.00	2,108.96	47 %
5800	Travel, Training & Meetings	142.37	842.37	3,000.00	3,000.00	2,157.63	28 %
5820	Special Events	0.00	0.00	1,000.00	1,000.00	1,000.00	%
6150	Postage	503.50	2,753.10	4,500.00	4,500.00	1,746.90	61 %
6260	Gas & Oil	139.20	1,084.81	1,500.00	1,500.00	415.19	72 %
6450	Membership Fees	294.00	7,504.00	8,250.00	8,250.00	746.00	91 %
6455	Enterprise General Service	0.00	-21,999.50	0.00	0.00	21,999.50	%
	Account Total:	43,693.66	200,173.55	219,044.00	219,044.00	18,870.45	91 %
	Account Group Total:	43,693.66	200,173.55	219,044.00	219,044.00	18,870.45	91 %
419000	COMMUNITY DEVELOPMENT						
419000	COMMUNITY DEVELOPMENT						
2501	Professional Service -	5,157.50	9,178.75	20,000.00	20,000.00	10,821.25	46 %
5650	Operating Supplies	0.00	0.00	500.00	500.00	500.00	%
5800	Travel, Training & Meetings	0.00	0.00	500.00	500.00	500.00	%
6450	Membership Fees	0.00	0.00	250.00	250.00	250.00	%
	Account Total:	5,157.50	9,178.75	21,250.00	21,250.00	12,071.25	43 %
	Account Group Total:	5,157.50	9,178.75	21,250.00	21,250.00	12,071.25	43 %
420000	PUBLIC SAFETY SALARIES & BENEFITS						
420000	PUBLIC SAFETY SALARIES & BENEFITS						
1106	Chief Salaries	8,620.80	77,587.20	112,070.00	112,070.00	34,482.80	69 %
1107	Sergeant Salaries	7,084.68	59,395.98	85,675.00	85,675.00	26,279.02	69 %
1108	Officers Salaries	30,568.80	236,413.75	337,750.00	337,750.00	101,336.25	70 %
1110	Resource Officer	4,350.40	36,978.40	103,215.00	103,215.00	66,236.60	36 %
1180	P/T Clerk Salaries	174.72	1,397.76	2,000.00	2,000.00	602.24	70 %
1200	Overtime	1,912.35	24,098.73	52,664.00	52,664.00	28,565.27	46 %
2100	Health Insurance	6,851.22	45,453.47	81,600.00	81,600.00	36,146.53	56 %
2101	Life Insurance	23.38	167.44	269.00	269.00	101.56	62 %
2102	Dental Insurance	597.00	4,482.00	4,032.00	4,032.00	-450.00	111 %
2103	Vision Insurance	88.00	662.00	576.00	576.00	-86.00	115 %
2104	Aflac	0.00	-0.01	9,600.00	9,600.00	9,600.01	%
2130	Legal Insurance	0.00	0.00	2,100.00	2,100.00	2,100.00	%
2200	FICA	10.83	86.64	124.00	124.00	37.36	70 %
2250	Medicare	697.97	5,797.65	9,290.00	9,290.00	3,492.35	62 %

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100 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
2350	Police Pension	3,463.90	27,062.35	44,764.00	44,764.00	17,701.65	60 %
2450	Death & Disability	1,283.48	10,168.09	17,884.00	17,884.00	7,715.91	57 %
2500	Unemployment Insurance	158.14	1,308.83	1,916.00	1,916.00	607.17	68 %
	Account Total:	65,885.67	531,060.28	865,529.00	865,529.00	334,468.72	61 %
	Account Group Total:	65,885.67	531,060.28	865,529.00	865,529.00	334,468.72	61 %
421000	PUBLIC SAFETY OPERATING						
421000	PUBLIC SAFETY OPERATING						
3415	Clinic & Hospital	0.00	880.00	500.00	500.00	-380.00	176 %
4306	Vehicle R & M	6,119.90	10,555.03	7,000.00	7,000.00	-3,555.03	151 %
4444	Intergovernmental Payments	446.88	14,065.67	15,163.00	15,163.00	1,097.33	93 %
4950	Misc Expense	500.00	500.00	300.00	300.00	-200.00	167 %
4980	Animal Control	0.00	0.00	300.00	300.00	300.00	%
5420	Cleaning Service	60.94	441.57	585.00	585.00	143.43	75 %
5650	Operating Supplies	28.82	2,790.90	10,000.00	10,000.00	7,209.10	28 %
5800	Travel, Training & Meetings	1,529.74	4,363.95	3,000.00	3,000.00	-1,363.95	145 %
6110	Uniforms	0.00	501.66	3,000.00	3,000.00	2,498.34	17 %
6160	Dispatch (Radio) Service	0.00	0.00	10,000.00	10,000.00	10,000.00	%
6230	Firearms & Supplies	649.10	338.60	1,500.00	1,500.00	1,161.40	23 %
6260	Gas & Oil	1,486.86	10,561.42	17,000.00	17,000.00	6,438.58	62 %
6450	Membership Fees	0.00	3,122.50	4,930.00	4,930.00	1,807.50	63 %
8400	Contribution	0.00	0.00	200.00	200.00	200.00	%
9000	Capital Outlay	0.00	0.00	30,000.00	30,000.00	30,000.00	%
9010	Capital - Vehicles	33,817.08	42,963.49	36,000.00	36,000.00	-6,963.49	119 %
	Account Total:	44,639.32	91,084.79	139,478.00	139,478.00	48,393.21	65 %
	Account Group Total:	44,639.32	91,084.79	139,478.00	139,478.00	48,393.21	65 %
430000	PUBLIC WORKS SALARIES & BENEFITS						
430000	PUBLIC WORKS SALARIES & BENEFITS						
1109	Public Works Director Salaries	4,615.36	27,786.32	62,400.00	62,400.00	34,613.68	45 %
1111	Foreman Salaries	3,801.96	35,115.03	42,598.00	42,598.00	7,482.97	82 %
1112	Maintenance Worker I Salaries	6,382.50	51,959.84	71,198.00	71,198.00	19,238.16	73 %
1200	Overtime	300.00	5,755.14	5,690.00	5,690.00	-65.14	101 %
2100	Health Insurance	2,694.20	15,807.50	35,041.00	35,041.00	19,233.50	45 %
2101	Life Insurance	11.20	84.00	134.00	134.00	50.00	63 %
2102	Dental Insurance	126.00	798.00	1,512.00	1,512.00	714.00	53 %
2103	Vision Insurance	18.00	114.00	216.00	216.00	102.00	53 %
2104	Aflac	85.28	1,209.68	3,000.00	3,000.00	1,790.32	40 %
2200	FICA	930.63	7,448.67	10,924.00	10,924.00	3,475.33	68 %
2250	Medicare	217.66	1,742.05	2,555.00	2,555.00	812.95	68 %
2300	Retirement	668.44	5,012.56	8,810.00	8,810.00	3,797.44	57 %
2500	Unemployment Insurance	45.84	366.42	529.00	529.00	162.58	69 %
2502	Enterprise Salary & Benefit	0.00	-74,104.50	0.00	0.00	74,104.50	%
	Account Total:	19,897.07	79,094.71	244,607.00	244,607.00	165,512.29	32 %
	Account Group Total:	19,897.07	79,094.71	244,607.00	244,607.00	165,512.29	32 %

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100 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
431000	PUBLIC WORKS OPERATING						
431000	PUBLIC WORKS OPERATING						
3000	Contract Work	0.00	1,472.50	12,500.00	12,500.00	11,027.50	12 %
3415	Clinic & Hospital	0.00	345.00	500.00	500.00	155.00	69 %
3910	Residential Trash	2,706.88	20,662.79	32,000.00	32,000.00	11,337.21	65 %
3911	Recycle	0.00	446.00	2,000.00	2,000.00	1,554.00	22 %
4130	Utilities - Electric	733.34	2,070.03	300.00	300.00	-1,770.03	690 %
4225	Rental Equipment & Supplies	428.70	1,056.30	1,000.00	1,000.00	-56.30	106 %
4300	Equipment R & M	3,064.51	14,669.34	8,000.00	8,000.00	-6,669.34	183 %
4306	Vehicle R & M	601.11	2,901.81	5,000.00	5,000.00	2,098.19	58 %
4308	Building & Property R & M	216.94	216.94	500.00	500.00	283.06	43 %
4309	Mosquito Control	1,911.68	7,646.72	9,560.00	9,560.00	1,913.28	80 %
4313	Street Repairs	27.99	4,434.02	50,000.00	50,000.00	45,565.98	9 %
4316	Street Lights - Electric	1,358.00	12,667.78	20,000.00	20,000.00	7,332.22	63 %
4318	Street Signs	0.00	30.97	2,000.00	2,000.00	1,969.03	2 %
4365	Seasonal Decorations	0.00	204.84	500.00	500.00	295.16	41 %
4950	Misc Expense	18.38	3,748.38	0.00	0.00	-3,748.38	%
5800	Travel, Training & Meetings	131.90	1,268.32	500.00	500.00	-768.32	254 %
6003	Supplies R & M	579.16	3,630.43	4,000.00	4,000.00	369.57	91 %
6004	Tools	441.72	749.45	500.00	500.00	-249.45	150 %
6110	Uniforms	882.00	2,580.17	3,000.00	3,000.00	419.83	86 %
6260	Gas & Oil	987.68	5,642.41	5,000.00	5,000.00	-642.41	113 %
7450	Small Equipment/Vehicle	-3,000.00	3,000.00	0.00	0.00	-3,000.00	%
	Account Total:	11,089.99	89,444.20	156,860.00	156,860.00	67,415.80	57 %
	Account Group Total:	11,089.99	89,444.20	156,860.00	156,860.00	67,415.80	57 %
452000	PARKS						
452000	PARKS						
1114	Seasonal Worker Salaries	0.00	1,455.00	15,080.00	15,080.00	13,625.00	10 %
2200	FICA	0.00	90.21	935.00	935.00	844.79	10 %
2250	Medicare	0.00	21.10	219.00	219.00	197.90	10 %
2500	Unemployment Insurance	0.00	4.37	45.00	45.00	40.63	10 %
6003	Supplies R & M	137.76	547.79	1,000.00	1,000.00	452.21	55 %
	Account Total:	137.76	2,118.47	17,279.00	17,279.00	15,160.53	12 %
	Account Group Total:	137.76	2,118.47	17,279.00	17,279.00	15,160.53	12 %
	Fund Total:	206,063.08	1,044,353.53	1,998,408.00	1,998,408.00	954,054.47	52 %

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300 CAPITAL IMPROVEMENT FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
930000	CAPITAL IMPROVEMENT						
930000	CAPITAL IMPROVEMENT						
3204	Professional Services -	0.00	0.00	25,000.00	25,000.00	25,000.00	%
6454	CIP Transfer Out	0.00	0.00	50,000.00	50,000.00	50,000.00	%
9202	Project/Labor Match	177,173.54	219,565.69	750,000.00	750,000.00	530,434.31	29 %
9230	Professional Service - Capital	0.00	0.00	100,000.00	100,000.00	100,000.00	%
	Account Total:	177,173.54	219,565.69	925,000.00	925,000.00	705,434.31	24 %
	Account Group Total:	177,173.54	219,565.69	925,000.00	925,000.00	705,434.31	24 %
	Fund Total:	177,173.54	219,565.69	925,000.00	925,000.00	705,434.31	24 %

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400 CONSERVATION TRUST FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
700000							
700452	CONSERVATION TRUST						
9000	Capital Outlay	0.00	0.00	120,000.00	120,000.00	120,000.00	%
	Account Total:	0.00	0.00	120,000.00	120,000.00	120,000.00	%
	Account Group Total:	0.00	0.00	120,000.00	120,000.00	120,000.00	%
	Fund Total:	0.00	0.00	120,000.00	120,000.00	120,000.00	%

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TOWN OF IGNACIO  
Statement of Expenditure - Budget vs. Actual Report  
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500 ECONOMIC DEVELOPMENT FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
500000							
500463	ECONOMIC DEVELOPMENT						
	3207 DCI Grant	15,443.75	28,794.31	0.00	0.00	-28,794.31	%
	Account Total:	15,443.75	28,794.31	0.00	0.00	-28,794.31	%
	Account Group Total:	15,443.75	28,794.31	0.00	0.00	-28,794.31	%
	Fund Total:	15,443.75	28,794.31	0.00	0.00	-28,794.31	%

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TOWN OF IGNACIO  
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610 WATER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
610000							
610416	WATER OPERATIONS						
3000	Contract Work	0.00	2,773.13	7,500.00	7,500.00	4,726.87	37 %
3204	Professional Services -	0.00	0.00	25,000.00	25,000.00	25,000.00	%
5800	Travel, Training & Meetings	100.00	774.33	500.00	500.00	-274.33	155 %
5901	Enterprise Salary & Benefit	0.00	46,443.50	92,886.00	92,886.00	46,442.50	50 %
5902	Enterprise General Services	0.00	8,148.00	16,296.00	16,296.00	8,148.00	50 %
6003	Supplies R & M	1,678.41	9,398.08	1,500.00	1,500.00	-7,898.08	627 %
6004	Tools	0.00	0.00	500.00	500.00	500.00	%
6025	Water Tests	465.00	1,225.00	3,000.00	3,000.00	1,775.00	41 %
6100	Purchased Water	11,816.00	76,041.74	167,000.00	167,000.00	90,958.26	46 %
6450	Membership Fees	0.00	275.00	275.00	275.00	0.00	100 %
9000	Capital Outlay	0.00	22,100.00	0.00	0.00	-22,100.00	%
	Account Total:	14,059.41	167,178.78	314,457.00	314,457.00	147,278.22	53 %
	Account Group Total:	14,059.41	167,178.78	314,457.00	314,457.00	147,278.22	53 %
	Fund Total:	14,059.41	167,178.78	314,457.00	314,457.00	147,278.22	53 %



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TOWN OF IGNACIO  
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620 GAS FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
620000							
620416	GAS OPERATIONS						
3000	Contract Work	13.20	221.20	6,000.00	6,000.00	5,778.80	4 %
3410	CDOT Physicals & Drug Tests	0.00	0.00	500.00	500.00	500.00	%
4300	Equipment R & M	0.00	991.50	1,000.00	1,000.00	8.50	99 %
4306	Vehicle R & M	0.00	0.00	500.00	500.00	500.00	%
4950	Misc Expense	0.00	0.00	500.00	500.00	500.00	%
5800	Travel, Training & Meetings	0.00	1,214.37	1,500.00	1,500.00	285.63	81 %
5901	Enterprise Salary & Benefit	0.00	46,443.50	92,886.00	92,886.00	46,442.50	50 %
5902	Enterprise General Services	0.00	8,148.00	16,296.00	16,296.00	8,148.00	50 %
6003	Supplies R & M	0.00	1,728.03	2,000.00	2,000.00	271.97	86 %
6004	Tools	0.00	15,729.01	0.00	0.00	-15,729.01	%
6210	Natural Gas Purchase	4,473.23	115,830.45	115,000.00	115,000.00	-830.45	101 %
6220	Gas Sales Tax	776.34	9,776.81	15,500.00	15,500.00	5,723.19	63 %
6250	Energy Outreach Colorado	0.00	1,009.50	1,500.00	1,500.00	490.50	67 %
6260	Gas & Oil	0.00	0.00	2,000.00	2,000.00	2,000.00	%
6450	Membership Fees	0.00	97.53	200.00	200.00	102.47	49 %
	Account Total:	5,262.77	201,189.90	255,382.00	255,382.00	54,192.10	79 %
	Account Group Total:	5,262.77	201,189.90	255,382.00	255,382.00	54,192.10	79 %
	Fund Total:	5,262.77	201,189.90	255,382.00	255,382.00	54,192.10	79 %

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TOWN OF IGNACIO  
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630 SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
630000							
630416	SEWER OPERATIONS						
3000	Contract Work	0.00	9,552.98	5,000.00	5,000.00	-4,552.98	191 %
3204	Professional Services -	0.00	0.00	25,000.00	25,000.00	25,000.00	%
5800	Travel, Training & Meetings	600.00	873.96	500.00	500.00	-373.96	175 %
5901	Enterprise Salary & Benefit	0.00	46,443.50	84,886.00	84,886.00	38,442.50	55 %
5902	Enterprise General Services	0.00	4,074.00	8,148.00	8,148.00	4,074.00	50 %
6003	Supplies R & M	0.00	-444.36	2,000.00	2,000.00	2,444.36	-22 %
6004	Tools	0.00	0.00	500.00	500.00	500.00	%
6240	SUIT - Treatment	36,365.75	256,002.37	415,000.00	415,000.00	158,997.63	62 %
	Account Total:	36,965.75	316,502.45	541,034.00	541,034.00	224,531.55	58 %
	Account Group Total:	36,965.75	316,502.45	541,034.00	541,034.00	224,531.55	58 %
	Fund Total:	36,965.75	316,502.45	541,034.00	541,034.00	224,531.55	58 %

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TOWN OF IGNACIO  
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640 IRRIGATION FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
640000	IRRIGATION SALARIES & BENEFITS						
640416	IRRIGATIONS OPERATIONS						
3000	Contract Work	0.00	0.00	2,000.00	2,000.00	2,000.00	%
3204	Professional Services -	0.00	0.00	500.00	500.00	500.00	%
4315	Water Rights	52.00	2,841.32	3,000.00	3,000.00	158.68	95 %
5901	Enterprise Salary & Benefit	0.00	17,292.00	34,585.00	34,585.00	17,293.00	50 %
5902	Enterprise General Services	0.00	1,629.50	3,259.00	3,259.00	1,629.50	50 %
6003	Supplies R & M	57.41	1,316.96	2,000.00	2,000.00	683.04	66 %
	Account Total:	109.41	23,079.78	45,344.00	45,344.00	22,264.22	51 %
	Account Group Total:	109.41	23,079.78	45,344.00	45,344.00	22,264.22	51 %
	Fund Total:	109.41	23,079.78	45,344.00	45,344.00	22,264.22	51 %
	Grand Total:	455,077.71	0.00				
			2,000,664.44	4,199,625.00	4,199,625.00	2,198,960.56	48 %

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TOWN OF IGNACIO  
Payroll Summary For Payrolls from 08/01/21 to 08/31/21

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Total for Payroll Checks  
-----

	Employee	Employer	Amount
	-----	-----	-----
COMA HOURS (Comp Time Accumulated)	40.50		
COMP HOURS (Comp Time Used)	44.50		962.00
J004 HOURS (CELL PHONE ALLO)	0.00		147.68
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J015 HOURS (IN LIEU OF INSU)	0.00		277.14
OVER HOURS (Overtime)	83.50		3,710.23
REG HOURS (Regular Time)	2,500.25		73,984.52
SICK HOURS (Sick Time)	3.00		112.53
VACA HOURS (Vacation Time Used)	46.00		1,078.80
GROSS PAY	80,272.90	0.00	
NET PAY	55,690.95	0.00	
NET PAY (CHECKS)	2,915.85		
NET PAY (DIRECT DEPOSIT)	52,775.10		
AFLAC-AFTERTAX	231.48	440.26	
AFLAC-PRETAX	1,000.78	50.32	
CEBT DENTAL	0.00	765.00	
CEBT HEALTH	3,760.18	10,369.82	
CEBT LIFE	116.46	40.18	
CEBT VISION	0.00	112.00	
FIT	6,598.01	0.00	
FPPA	4,686.50	3,463.90	
FPPA DROP	991.40	0.00	
FPPA-457	804.52	0.00	
FPPA-AD&D	0.00	1,283.48	
GARNISHMENT2	46.14	0.00	
ICMA RET 401	964.72	1,052.84	
MEDICARE	1,091.14	1,091.14	
SIT	2,598.80	0.00	
SOCIAL SECURITY	1,691.82	1,691.82	
UNEMPL. INSUR.	0.00	240.41	
BANK 4	3,791.36	0.00	
BANK 5	1,085.86	0.00	
BANK 8-SAVINGS	3,138.42	0.00	
COMM BANK OF CO	6,553.18	0.00	
FIRST NATIONAL	69.26	0.00	
SANDIA LAB FCU	100.00	0.00	
USAA	3,913.91	0.00	
WELLS FARGO	31,938.10	0.00	
WELLS FARGO N.A	69.26	0.00	
WELLS FARGO NEV	69.26	0.00	
WELLS FARGO OR	2,046.49	0.00	
FIT/SIT BASE	67,800.66	0.00	
MEDICARE BASE	75,247.80	0.00	
SOC SEC BASE	27,287.59	0.00	
UN BASE	80,125.22	0.00	

Total 20,601.17  
Total Payroll Expense (Gross Pay + Employer Contributions): 100,874.07

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13:55:57

TOWN OF IGNACIO  
Payroll Summary For Payrolls from 08/01/21 to 08/31/21

Page: 2 of 2  
Report ID: P130

Check Summary

-----  
Payroll Checks Prev. Out.       \$20,432.57  
Payroll Checks Issued           \$2,961.99  
Payroll Checks Redeemed       \$0.00  
Payroll Checks Outstanding     \$23,394.56  
Electronic Checks               \$95,072.87

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security	3383.64	3383.64		221700
Medicare	2182.28	2182.28		221710
Unempl. Insur.	240.41		593.49	221760
FIT	6598.01	6598.01		221720
SIT	2598.80		2598.80	221730
FPPA	8150.40	8150.40		221742
AFLAC-PRETAX	1051.10	1051.10		221757
EMPL WEAPONS AD	0.00			221782
FPPA-457	804.52	804.52		221742
FPPA-AD&D	1283.48	1283.48		221743
ICMA RET 401	2017.56	2017.56		221741
AFLAC-AFTERTAX	671.74	671.74		221757
CEBT DENTAL	765.00	765.00		221754
CEBT HEALTH	14130.00	14130.00		221751
CEBT LIFE	156.64	156.64		221755
CEBT VISION	112.00	112.00		221756
GARNISHMENT2	46.14	46.14		221781
FPPA DROP	991.40	991.40		221742
Total Ded.	45183.12	42343.91	3192.29	

\*\*\* Carried Forward column only correct if report run for current period.

**WELLS LIQUOR SOUTH**  
**PO BOX 1953**  
**Ignacio CO 81137**

Fees Due	
Renewal Fee	227.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

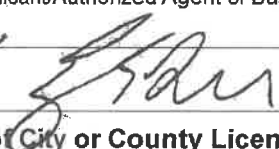
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>LEE EZRA E</b>		Doing Business As Name (DBA) <b>WELLS LIQUOR SOUTH</b>		
Liquor License # <b>12-84254-0000</b>	License Type <b>Liquor Store (city)</b>	Sales Tax License # <b>012842540000</b>	Expiration Date <b>09/29/2021</b>	Due Date <b>08/15/2021</b>
Business Address <b>555 GODDARD AVENUE Ignacio CO 81137</b>				Phone Number <b>9705633633</b>
Mailing Address <b>PO BOX 1953 Ignacio CO 81137</b>			Email	
Operating Manager <b>Emily Archuleta</b>	Date of Birth	Home Address	Phone Number <b>9705633633</b>	
1. Do you have legal possession of the premises at the street address above? Yes <input type="radio"/> No <input checked="" type="radio"/> Are the premises owned or rented? Owned <input type="radio"/> Rented <input checked="" type="radio"/> *If rented, expiration date of lease <b>12/25</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Ezra Lee	owner/self
Signature	Date
	8/6/21

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For	Date
Signature	Title
	Attest

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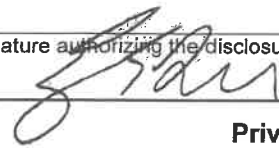
## Tax Check Authorization, Waiver, and Request to Release Information

I, Ezra Lee am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Ezra Lee/Wells Liquor South (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Ezra Lee dba Wells Liquor South</u>		Social Security Number/Tax Identification Number	
Address <u>PO Box 1953</u>			
City <u>Tierras</u>		State <u>CO</u>	Zip <u>81137</u>
Home Phone Number		Business/Work Phone Number <u>970 563 3633</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Ezra Lee</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>8/5/21</u>
<b>Privacy Act Statement</b> Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			



**TO:** Ignacio Town Board of Trustees  
**FROM:** Kirk Phillips, Chief of Police   
**RE:** Wells Liquor South – License Renewal  
**DATE:** September 09, 2021

.....

There have been no violations at Wells Liquor South during the last year.

**Town of Ignacio  
Board of Trustees  
RESOLUTION NO. 04-2021**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY WITH  
LEGAL DESCRIPTION OF LOT 2, WILLIAMS FIELD SERVICES SUBDIVISION  
IN THE TOWN OF IGNACIO**

WHEREAS, C.R.S. Section 31-15-101 allows the Town of Ignacio authority to enter into contracts, and to acquire real property for purposes of carrying on its governmental functions; and

WHEREAS, the Town of Ignacio received an offer to purchase Lot 2, Williams Field Services Subdivision from the ownership group who also requested the negotiations be confidential; and

WHEREAS, the Town of Ignacio has faithfully reviewed all terms and conditions, and also stipulated specific conditions required for the purchase of the subject property; and

WHEREAS, all terms and conditions are detailed in the Contract to Buy and Sell Real Estate incorporated herein as Exhibit A.

NOW THEREFORE, LET IT HEREBY BE RESOLVED that the Board of Trustees of the Town of Ignacio, Colorado:

1. Authorizes and approves the purchase of Lot 2 in the Williams Field Services Subdivision for \$150,000, as described in Exhibit A.
2. Authorizes Mayor Stella Cox to execute all transactions associated with this purchase on behalf of the Town of Ignacio.
3. Authorizes staff to prepare and distribute all funds necessary for the proper closing of this transaction.

PASSED AND APPROVED by the Town Board of Trustees of Ignacio, Colorado, on the 13<sup>th</sup> day of September, 2021.

TOWN OF IGNACIO, COLORADO

ATTEST:

\_\_\_\_\_  
Stella Cox, Mayor

\_\_\_\_\_  
Tuggy Dunton, Town Clerk

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS4-5-19) (Mandatory 7-19)

**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: \_\_\_\_\_

**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.** \_\_\_\_\_ (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** \_\_\_\_\_.

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

**2.3. Seller.** \_\_\_\_\_ (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 \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_  
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**:

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. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

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

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

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

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:

☐ **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 \_\_\_\_\_.

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

**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:

**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.

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

### 3. DATES, DEADLINES AND APPLICABILITY.

#### 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		<b>Title</b>	
2	§ 8.1, 8.4	Record Title Deadline	
3	§ 8.2, 8.4	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.5	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	

18	§ 5.4	Loan Transfer Approval Deadline	
19	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
23	§ 9.1	New ILC or New Survey Deadline	
24	§ 9.3	New ILC or New Survey Objection Deadline	
25	§ 9.3	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
26	§ 10.3	Inspection Objection Deadline	
27	§ 10.3	Inspection Termination Deadline	
28	§ 10.3	Inspection Resolution Deadline	
29	§ 10.5	Property Insurance Termination Deadline	
30	§ 10.6	Due Diligence Documents Delivery Deadline	
31	§ 10.6	Due Diligence Documents Objection Deadline	
32	§ 10.6	Due Diligence Documents Resolution Deadline	
33	§ 10.6	Environmental Inspection Termination Deadline	
34	§ 10.6	ADA Evaluation Termination Deadline	
35	§ 10.7	Conditional Sale Deadline	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
37	§ 11.1,11.2	Estoppel Statements Deadline	
38	§ 11.3	Estoppel Statements Termination Deadline	
		<b>Closing and Possession</b>	
39	§ 12.3	Closing Date	
40	§ 17	Possession Date	
41	§ 17	Possession Time	
42	§ 28	<b>Acceptance Deadline Date</b>	
43	§ 28	<b>Acceptance Deadline Time</b>	

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

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

#### **4. PURCHASE PRICE AND TERMS.**

**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	\$	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$\_\_\_\_\_ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

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

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

**4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

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

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

**4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

**4.5. New Loan.**

**4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** \_\_\_\_\_.

**4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at \$\_\_\_\_\_ per \_\_\_\_\_ including principal and interest presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ \_\_\_\_\_.

Buyer agrees to pay a loan transfer fee not to exceed \$\_\_\_\_\_. At the time of assumption, the new interest rate will not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$\_\_\_\_\_ per \_\_\_\_\_ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$\_\_\_\_\_, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount not to exceed \$\_\_\_\_\_.

**4.7. Seller or Private Financing.**

**WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or Private Financing Deadline**.

**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and

153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such  
154 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

155 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
156 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
157 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**  
158 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

159

<b>TRANSACTION PROVISIONS</b>
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160 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

161 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
162 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
163 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

164 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
165 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
166 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right  
167 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's  
168 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised  
169 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT**  
170 **TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE**  
171 **NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

172 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
173 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
174 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
175 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
176 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
177 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at  
178 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If  
179 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
180 Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

181 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
182 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
183 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
184 Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
185 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
186 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
187 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
188 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
189 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

190 **6. APPRAISAL PROVISIONS.**

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth  
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
199 **Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
205 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
206 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

208 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
209 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
210 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's  
211 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy  
212 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is  
213 waived in writing by Buyer.

214 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer  
215 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
216 agent or all three.

217 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and  
218 subject to the declaration (Association).

219 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON  
220 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
221 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
222 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
223 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
224 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS  
225 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD  
226 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS  
227 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING  
228 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A  
229 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF  
230 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
231 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
232 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
233 ASSOCIATION.

234 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
235 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
236 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
237 of the Association Documents, regardless of who provides such documents.

238 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

239 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
240 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
241 C.R.S.;

242 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
243 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
244 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
245 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

246 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
247 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
248 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
249 (Association Insurance Documents);

250 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
251 disclosed in the Association's last Annual Disclosure;

252 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
253 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
254 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
255 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the  
256 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
257 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
258 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
259 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and  
260 7.3.5, collectively, Financial Documents);

261 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
262 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
263 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2



264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
267 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any  
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
269 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

275 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

276 **8.1. Evidence of Record Title.**

277 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company  
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,  
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this  
280 box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and  
281 delivered to Buyer as soon as practicable at or after Closing.

282 ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company  
283 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a  
284 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

285 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☐ **Will Not** contain Owner's  
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard  
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,  
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid  
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be  
291 paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.  
292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
312 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to  
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence  
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline  
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents  
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of  
323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section  
324 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to  
325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line  
326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether  
327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's  
328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer  
330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant  
331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,  
332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified  
333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which  
334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
336 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
337 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
338 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
339 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
340 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
341 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
342 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
343 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
344 **RECORDER, OR THE COUNTY ASSESSOR.**

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)  
346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such  
347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**  
348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the  
349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's  
350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters  
352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer  
353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
359 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4  
360 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days  
361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before  
363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve  
365 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right  
366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the  
367 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.  
368 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this  
369 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**

**RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

**8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.**

**8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

**8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.**

**8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

**8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

## **9. NEW ILC, NEW SURVEY.**

**9.1. New ILC or New Survey.** If the box is checked, a: 1) ☐ **New Improvement Location Certificate (New ILC)**; or, 2) ☐ **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

**9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

## **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

## **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.**

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

434 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
438 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
439 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

440 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical  
442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,  
443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property  
444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any  
445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the  
446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,  
447 Buyer may:

448 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,  
451 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**  
452 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

453 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
454 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
455 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
456 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

457 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
459 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
462 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
463 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed  
465 pursuant to an Inspection Resolution.

466 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
467 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
468 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

469 **10.6. Due Diligence.**

470 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
471 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**  
472 **Delivery Deadline**:

473 ☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;  
474 ☐ **10.6.1.2.** Property tax bills for the last \_\_\_\_\_ years;  
475 ☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,  
476 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now  
477 available;  
478 ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;  
479 ☐ **10.6.1.5.** Operating statements for the past \_\_\_\_\_ years;  
480 ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;  
481 ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

483  
484  
485 ☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet  
486 completed and capital improvement work either scheduled or in process on the date of this Contract;  
487 ☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made  
488 for the past \_\_\_\_\_ years;  
489 ☐ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered  
490 earlier under § 8.3);  
491 ☐ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,  
492 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or

493 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's  
494 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;  
495 ☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the  
496 Property with said Act;  
497 ☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority  
498 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and  
499 ☐ **10.6.1.14.** Other documents and information:

500  
501  
502 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence  
503 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,  
504 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

505 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
506 or

507 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
508 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

509 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
510 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
511 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
512 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
513 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

514 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
515 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
516 the Property, in Buyer's sole subjective discretion.

517 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
518 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☐ **Buyer** will order or provide  
519 ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version  
520 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ \_\_\_\_\_,  
521 at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
522 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
523 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
524 tenants' business uses of the Property, if any.

525 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**  
526 **Inspection Termination Deadline** will be extended by \_\_\_\_\_ days (Extended Environmental Inspection  
527 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the  
528 **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II  
529 Environmental Site Assessment.

530 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the  
531 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended  
532 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
533 subjective discretion.

534 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any  
535 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

536 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
537 owned by Buyer and commonly known as \_\_\_\_\_. Buyer has the Right  
538 to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if  
539 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's  
540 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

541 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ **Does** ☐ **Does Not**  
542 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
543 the Property. ☐ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.  
544 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
545 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
546 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

547 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
548 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
549 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
550 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
551 or delayed.

552 **11. ESTOPPEL STATEMENTS.**

553 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
554 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
555 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
556 attached to a copy of the Lease stating:

557 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

558 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or  
559 amendments;

560 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

561 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

562 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

563 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease  
564 demising the premises it describes.

565 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed  
566 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents  
567 required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

568 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**  
569 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if  
570 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to  
571 waive any unsatisfactory Estoppel Statement.

572 

**CLOSING PROVISIONS**

573 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
577 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☐ **Are Not** executed with  
581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by  
584 \_\_\_\_\_.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

587 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
588 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

589 ☐ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's  
590 deed ☐ \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good  
591 and sufficient special warranty deed to Buyer, at Closing.

592 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
593 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

594 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
595 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed  
596 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by  
597 Seller from the proceeds of this transaction or from any other source.

598 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**  
602 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.

603 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly  
604 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter  
605 must be paid by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. Any Record Change Fee must  
606 be paid by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

607 **15.4. Local Transfer Tax.** ☐ The Local Transfer Tax of \_\_\_\_\_% of the Purchase Price must be paid at Closing by  
608 ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

609 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
610 as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ None ☐ Buyer ☐ Seller  
611 ☐ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):  
612 \_\_\_\_\_ in the total amount of \_\_\_\_\_% of the Purchase Price or \$\_\_\_\_\_.

613 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
614 \$\_\_\_\_\_ for:

615 ☐ Water Stock/Certificates ☐ Water District  
616 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ \_\_\_\_\_

617 and must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

618 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐  
619 None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

620 **15.8. FIRPTA and Colorado Withholding.**

621 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
622 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
623 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign  
624 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign  
625 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
626 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
627 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
628 if an exemption exists.

629 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
630 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
631 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
632 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
633 tax advisor to determine if withholding applies or if an exemption exists.

634 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as  
635 otherwise provided:

636 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the  
637 year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most  
638 Recent Assessed Valuation, ☐ Other \_\_\_\_\_.

639 **16.2. Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer  
640 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer  
641 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's  
642 obligations under such Leases.

643 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
644 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
645 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
646 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
647 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any  
648 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
649 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments  
650 against the Property except the current regular assessments and \_\_\_\_\_. Association Assessments  
651 are subject to change as provided in the Governing Documents.

652 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

653 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

654 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the  
655 Leases as set forth in § 10.6.1.7.

656 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
657 to Buyer for payment of \$\_\_\_\_\_ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and  
658 **Possession Time** until possession is delivered.

660 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

661 **18.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time  
 662 (Standard or Daylight Savings, as applicable).

663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the  
 664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or  
 665 federal or Colorado state holiday (Holiday), such deadline ☐ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday,  
 666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

667 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
 668 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
 669 condition existing as of the date of this Contract, ordinary wear and tear excepted.

670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
 671 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
 672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
 673 will use Seller’s reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or  
 674 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to  
 675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
 676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
 677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
 678 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
 679 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s  
 680 insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
 681 requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due to such  
 682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
 684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
 685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
 686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
 687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
 688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
 689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the  
 690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
 691 not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive  
 692 Closing.

693 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
 694 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
 695 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer’s  
 696 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
 697 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
 698 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
 700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

701 **19.5. Home Warranty. [Intentionally Deleted]**

702 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
 703 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for  
 704 the growing crops.

705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
 706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title  
 707 and consultation with legal and tax or other counsel before signing this Contract.

708 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this  
 709 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,  
 710 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting  
 711 party has the following remedies:

712 **21.1. If Buyer is in Default:**



713 ☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
714 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the  
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to  
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may  
718 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
719 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and  
720 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for  
721 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and  
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat  
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

726 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
727 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
728 reasonable costs and expenses, including attorney fees, legal fees and expenses.

729 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a  
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
737 Section will not alter any date in this Contract, unless otherwise agreed.

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
739 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
740 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
741 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
744 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
746 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time  
747 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
748 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned  
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

757 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
758 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
759 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
760 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
761 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
762 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

763 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in  
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be  
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or  
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)  
771 at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
777 located in Colorado.

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

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

787 

<b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b>
--

788 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
789 Commission.)

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents **are a part** of this Contract:

800 **31.2.** The following documents have been provided but are **not** a part of this Contract:

804 

<b>SIGNATURES</b>
-------------------

805 Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone No.:

\_\_\_\_\_  
Fax No.:

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone No.:

\_\_\_\_\_  
Fax No.:

\_\_\_\_\_  
Email Address:

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

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

807

808

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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### 32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by 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 § 24, 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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

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

Brokerage Firm's Name: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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### 33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by 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 § 24, 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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(AE41-6-18) (Mandatory 1-19)

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

## AGREEMENT TO AMEND/EXTEND CONTRACT

Date: August 21, 2021

1. This agreement amends the contract dated August 16, 2021 (Contract), between Lawrence M Dent, Gar Whalen, Tony Whittle (Seller), and Town of Ignacio, Colorado (Buyer), relating to the sale and purchase of the following legally described real estate in the County of LaPlata, Colorado: Lot 2 Williams Field Service Subdivision Project 2006, LaPlata County, Colorado

known as No. \_\_\_\_\_ (Property).  
Street Address City State Zip

**NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.**

2. § 3.1. Dates and Deadlines. [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline			
		<b>Title</b>			
2	§ 8.1, § 8.4	Record Title Deadline			
3	§ 8.2, § 8.4	Record Title Objection Deadline			
4	§ 8.3	Off-Record Title Deadline			
5	§ 8.3	Off-Record Title Objection Deadline			
6	§ 8.5	Title Resolution Deadline			
7	§ 8.6	Right of First Refusal Deadline			
		<b>Owners' Association</b>			
8	§ 7.2	Association Documents Deadline			
9	§ 7.4	Association Documents Termination Deadline			
		<b>Seller's Disclosures</b>			
10	§ 10.1	Seller's Property Disclosure Deadline			
11	§ 10.10	Lead-Based Paint Disclosure Deadline CBS1, 2, F1			
		<b>Loan and Credit</b>			
12	§ 5.1	Loan Application Deadline			
13	§ 5.2	Loan Termination Deadline			
14	§ 5.3	Buyer's Credit Information Deadline			
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline			
16	§ 5.4	Existing Loan Documents Deadline			
17	§ 5.4	Existing Loan Documents Termination Deadline			
18	§ 5.4	Loan Transfer Approval Deadline			
19	§ 4.7	Seller or Private Financing Deadline			
		<b>Appraisal</b>			
20	§ 6.2	Appraisal Deadline			
21	§ 6.2	Appraisal Objection Deadline			
22	§ 6.2	Appraisal Resolution Deadline			

		<b>Survey</b>			
23	§ 9.1	New ILC or New Survey Deadline			
24	§ 9.3	New ILC or New Survey Objection Deadline			
25	§ 9.3	New ILC or New Survey Resolution Deadline			
		<b>Inspection and Due Diligence</b>			
26	§ 10.3	Inspection Objection Deadline			
27	§ 10.3	Inspection Termination Deadline			
28	§ 10.3	Inspection Resolution Deadline			
29	§ 10.5	Property Insurance Termination Deadline			
30	§ 10.6	Due Diligence Documents Delivery Deadline			
31	§ 10.6	Due Diligence Documents Objection Deadline			
32	§ 10.6	Due Diligence Documents Resolution Deadline			
33	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4			
34	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4			
35	§ 10.7	Conditional Sale Deadline			
36	§ 10.10	Lead-Based Paint Termination Deadline CBS1, 2, F1			
37	§ 11.1, 11.2	Estoppel Statements Deadline CBS2, 3, 4			
38	§ 11.3	Estoppel Statements Termination Deadline CBS2, 3, 4			
		<b>Closing and Possession</b>			
39	§ 12.3	<b>Closing Date</b>	09-20-21		
40	§ 17	Possession Date	09-20-21		
41	§ 17	Possession Time	Closing		

3. Other dates or deadlines set forth in the Contract are changed as follows:

4. Additional amendments:

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before August 24, 2021.

Date

Time

Buyer's Name: Town of Ignacio, Colorado Stella C

Buyer's Name: \_\_\_\_\_

Buyer's Signature: Stella Cox Date: 8/24/2021

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Name: Lawrence M Dent managing part

Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

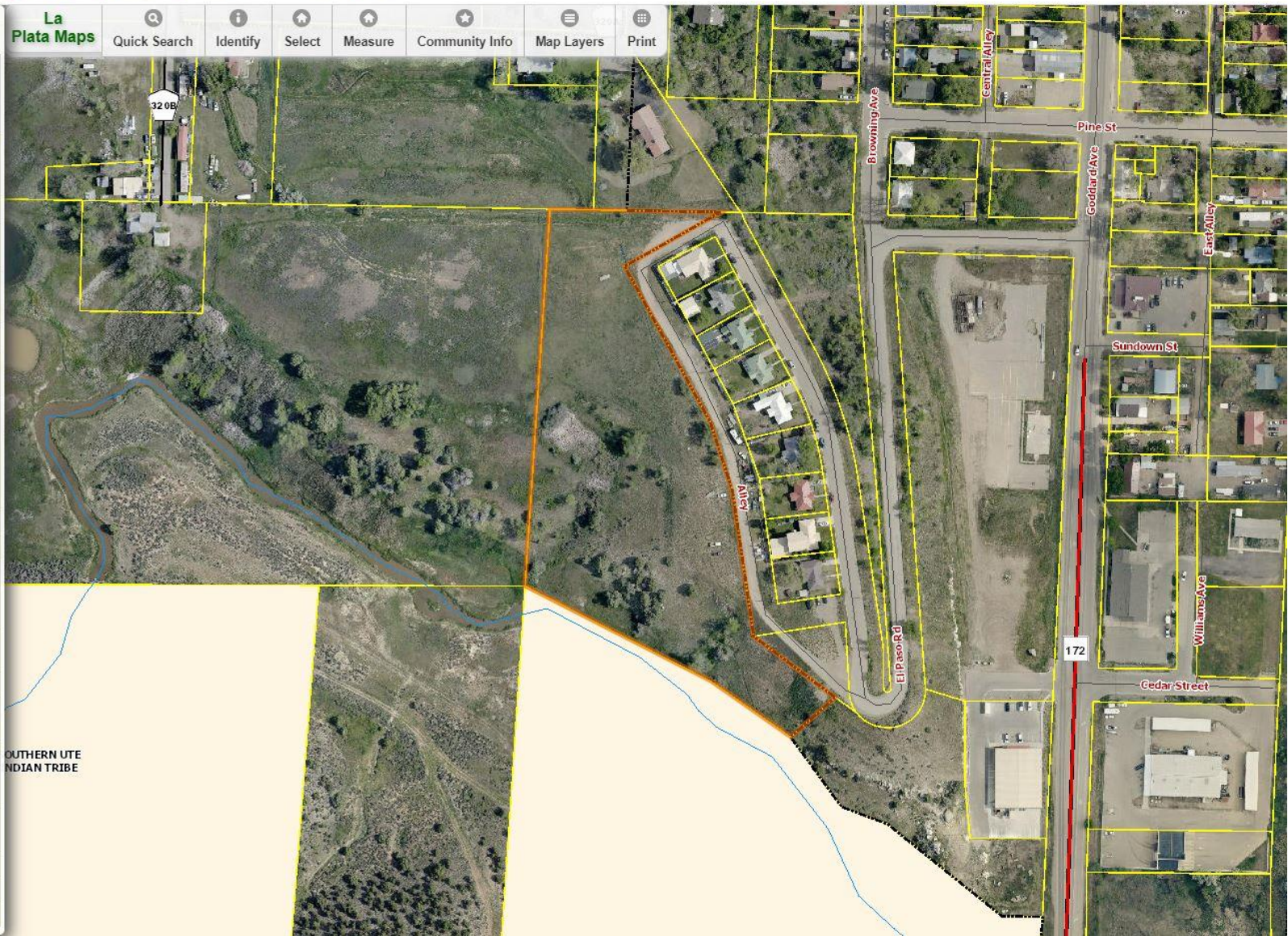


Identify
Details
Map

WHITTLE, TONY RAY  
TRUST & WHALEN, GARY &
Zoom to

Community Info EagleWeb  
Recorded Documents

Parcel Number	595517200053
Account Number	R430011
Name	WHITTLE, TONY RAY TRUST & WHALEN, GARY &
Site Address	
Subdivision Name	
Legal Description	Section: 17 Township: 33 Range: 7 LOT 2, WILLIAMS FIELD SERVICES SUBD PROJ 2006- 0303
Lot	
Unit	
Acres	5.22
Lot Square Foot	227383
Improvement Square Foot	
Year Built	
Reception Number	951784
Land Value	63960
Improvement Value	0
Mailing Address	48 PTARMIGAN LN
City	DURANGO
State	CO
Zip	81301







# COLORADO

## Broadband Office

Governor's Office of Information Technology



### Broadband Fund Written Certification Form

FastTrack Communications Inc.

Name of Applicant

September 13, 2021

Date of Certification Request

2,467,617.75

Grant Amount Requested

Town of Ignacio

Local Entity Name

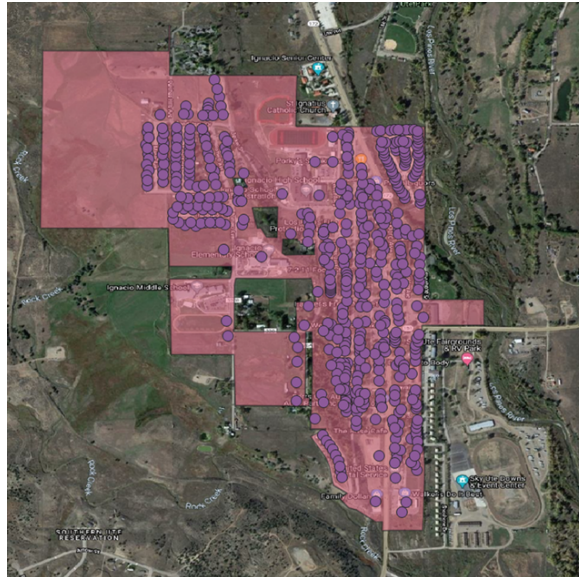
Ignacio, CO

Proposed Project Area

July 15, 2021

Grant Cycle

Map of Proposed Project Area (insert file with project area)





Ignacio Police Department  
Monthly Town Board Report  
September 13, 2021  
Kirk Phillips



Our newest Officer, Neal Lott is nearing the end of his field training program. He has four years of law enforcement experience, so it's not a surprise that he has excelled through our training program. He will be assigned solo patrol beginning September 20, 2021. Officer Lott's will challenge the Colorado POST Certification Test in October. Also at the time, Officer Miguel Perez will be assigned as a full-time School Resource Officer.

I have had a conversation with Yvonne Chapman in regards to providing school safety training and recommendations for the Hope Christian Academy at the Elhi building. On 09/13/21, Officer Boyce and I will meet with Ms. Chapman to discuss this further. This is a major safety factor and a good thing, as it brings this facility under our safety response protocols.

The Chili Fest took place on September 4<sup>th</sup>. There were no complaints or law enforcement issues and the event was well managed and attended.

And lastly, as you're probably aware, the Southern Ute Indian Tribe has cancelled all Tribal Fair events for 2021.

Issues or concerns, please call me at 563-4206. Thanks.



# Town Clerk / Treasurer Report

September 2021

Honorable Mayor and Trustees,

The following is a report on some of my activities since the Board Meeting in August.

## **Treasurer:**

The finance reports for the month of August 2021 are included in the consent agenda.

## **Utility Billing:**

We have eleven (11) repayment agreements in place; all are current at this time.

## **Licenses:**

**Animal:** 53 current

**Business:** 66 current

**Business Service:** 60 current

## **Liquor Licensing:**

- Wells Liquor South Liquor License Renewal Application is included in your packet, along with a memo from Chief that there have been no violations. Because this is a routine renewal, it is included in the consent agenda.
- Ignacio Chamber of Commerce has submitted an application for a Special Event Permit on October 7, 2021 for the Brisket Cook-Off hosted by Farmers Fresh. This requires a Public Hearing and approval by the Board. The Board will need to set a special meeting for this Public Hearing. I would like to suggest Monday, September 27 or later, as that gives time for notice to be posted on the establishment and published in the Durango Herald.

## **Town of Ignacio Online:**

Ocianna resigned from her position, effective August 27, to pursue another employment opportunity that is in line with her career path. The Administrative Assistant position has been posted, but no candidates have surfaced yet. Because updating the Facebook page was one of her responsibilities, this is not being updated as frequently as when she was here.

## **Meetings Attended:**

Ignacio Chamber of Commerce Board of Directors Meeting and General Membership Meeting, Ignacio Creative District Board Meeting and Work Session.

## **Events:**

October 7 – CML District Meeting in Mancos

Please contact me with any questions. Thank you.

Tuggy