

**AGENDA**  
**BOARD OF TRUSTEES**  
**TOWN OF WESTCLIFFE**  
**TUESDAY, MARCH 19, 2024**  
**PATTERSON HALL – 1000 MAIN**  
**REGULAR MEETING**  
**5:30 p.m.**  
**Join by Zoom**  
Meeting ID: 818 5670 3226  
Passcode: 423986  
By Phone: 719-359-4580

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognition of Visitors
5. Consent Agenda  
Note: All items listed under the Consent Agenda are routine and are approved with one motion. There will be a separate discussion of these items if a Board Member or citizen requests. The item may be removed from the Consent Agenda and considered separately at the discretion of the Board of Trustees.
  - A. APPROVAL OF MINUTES
  - B. TREASURER'S REPORT
  - C. APPROVAL OF BILLS
6. Old Business  
None.
7. New Business
  - a. Consideration of continuing funding for the Wet Mtn. Valley Rotary Van Service.
  - b. Consideration of selling or gifting to Sangre de Cristo Fellowship the open space between lots 11 and 12 Adams Filing Addition Filing #2 owned to Sangre de Cristo Fellowship.
  - c. Consideration of a request to approve a Modification of Premises for Zita's liquor license.
  - d. PUBLIC HEARING for a Beer and Wine liquor license at 116 N. 2<sup>nd</sup> for Social Feedstore Limited.
  - e. Consideration of a request to approve a Beer and Wine liquor license at 116 N. 2<sup>nd</sup> for Social Feedstore Limited.
  - f. Consideration of a request to approve a Sexual Assault Awareness Month Proclamation-Sarah Fisher.
  - g. Review and discuss the proposed Conservation Easement at the Bluff Park- Colorado Open Lands.
  - h. Consideration of awarding the bid for Jess Price Memorial Park.
  - i. Consideration of approving the Deputy Clerk job description.
  - j. Consideration of a request to approve Ord. 2-2024 amend Title 10, Chapter 4, Section 3 Outdoor Lighting.
  - k. Consideration of request to approve Resolution #2-2024 declaring Town of Westcliffe a Non-Sanctuary Town.

- I. Executive Session For the purpose of receiving legal advice under C.R.S. Section 24-6-402(4) (b) advice regarding the adoption of the Tiny Home Supplement to the current building code.
      - m. Discuss and consider taking action on the Tiny Home supplement.
  - 8. Additions to the Agenda
  - 9. Staff & Committee Reports
  - 10. Public Comment – Westcliffe citizens or business owners can comment on agenda items only and are limited to three (3) minutes. A request can be made to be placed on a future month’s agenda if they want to address the Board of Trustees on issues related to the Town of Westcliffe.”
- Adjourn

**BOARD OF TRUSTEES  
TOWN OF WESTCLIFFE  
TUESDAY, FEBRUARY 20, 2024  
REGULAR MEETING**

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**CALL TO ORDER**

Mayor Wenke called the meeting to order at 5:30 P.M.

**ROLL CALL**

The following members were present: Mayor Wenke, Mr. Mowry, Ms. Lund, Mr. Fulton, Mr. Dembosky, Mr. Nordyke, and Mr. Wilhelm.

**PLEDGE OF ALLEGIANCE**

Mayor Wenke led the Pledge of Allegiance.

**OTHERS PRESENT**

Kathy Reis, Erin Christie, Caleb Patterson, Attorney Clay Buchner, Chuck Jagow, Rich Smith, Jeremiah Coleman, Julie Baker, Devon Moeller (Zoom), Elliot Jackson (Zoom), and Craig Cutter (Zoom).

**TREASURER’S REPORT**

	<b>REVENUE RECEIVED</b>	<b>BALANCE OF ACCOUNTS</b>
<b>General Fund Checking:</b>	\$ 120,125.69	\$ 83,929.36
CSafe-GF Core 11:	\$ 5,240.38	\$ 1,110,870.40
CSafe-3% Tabor Reserve 13:	\$ 222.44	\$ 47,120.16
CSafe-General Fund Reserve-14	\$ 1,832.32	\$ 388,390.06
CSafe-Tennis Ct.-Core-16	\$ 96.02	\$ 20,298.88
<b>Tennis Court Checking:</b>	\$ 0.00	\$ 5,178.70
<b>Municipal Court Checking:</b>	\$ 25.00	\$ 2,407.70
<b>Conservation Trust Fund Checking:</b>	\$ 0.35	\$ 8,316.31
CSafe-CF Core 15	\$ 201.16	\$ 42,626.72
<b>Capital Fund Checking:</b>	\$ 43,582.78	\$ 157,548.17
CSafe-CF Core 12:	\$ 5,645.92	\$ 1,196,830.38

**EXPENDITURES FOR JANUARY 2023:**

<b>GENERAL FUND:</b>	<b>\$ 87,605.27</b>
<b>MUNICIPAL COURT:</b>	<b>\$ 0.00</b>
<b>TENNIS COURT:</b>	<b>\$ 0.00</b>
<b>CONSERVATION TRUST FUND:</b>	<b>\$ 0.00</b>
<b>CAPITAL FUND:</b>	<b>\$ 22,142.72</b>

**APPROVAL OF CONSENT AGENDA**

- a. Approval of minutes – January 16, 2024 Regular meeting.
- b. Treasurer’s Report
- c. Approval of Bills

**ACTION:** Mr. Wilhelm moved, and Mr. Fulton seconded to approve the consent agenda. Motion carried.

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**OLD BUSINESS**

None

**NEW BUSINESS**

**a. Sheriff's 2023 4<sup>th</sup> quarter report.**

Sheriff Smith reported that they are 100% staffed and have received updated gear and standardized equipment. They are working on modernizing their fleet. Reported crimes were down in both 2022 and 2023. A goal for 2024 is to focus on increased fire mitigation. There will be two events this summer: The Kids Coalition and the National Night Out.

Mayor Wenke expressed concern about the possibility of migrants coming to Westcliffe because the Town has no resources to offer and is seeking direction from the Board as to how to proceed if this occurs.

Attorney Buchner stated that the Town does not have a legal right to expel people without cause. Since the Town does not know the status of a particular person – they could be a legal asylee, a homeless U.S. citizen, or be here on a work visa – the Town cannot involuntarily move anyone nor arrest a person unless they committed a crime. The Town does not have a vagrancy or camping regulation statute, and the State does not have a requirement that a person must obtain a permit to camp.

Sheriff Smith reported that reservations can be made at Loaves & Fishes in Canon City and Pueblo shelters for those who need a meal and a place to stay overnight. Mr. Coleman reported that he attended a meeting with the emergency manager, the public health representative, and the school superintendent to create a plan, which could include housing a person temporarily overnight in the gymnasium and then taking them to one of the shelters in Canon City or Pueblo the following day.

Mayor Wenke will touch base with both Silver Cliff and the County to create a joint plan of action to be prepared in advance if migrants are brought to the area.

**b. Fire Department update.**

Mr. Coleman reported that their average response time is just over 7 minutes. There are 24 volunteers currently. He will be applying for a grant to obtain a new fire engine. They are working on a station remodel to add a second story for firefighter accommodations.

Per Mayor Wenke, at the next Board of Trustees Meeting, there will be a discussion to review fire code ordinances and inspection requirements.

**c. Charge Point update.**

Mr. Moeller reported that the \$12,000 maintenance fee with Charge Point for the electric vehicle charging stations is unnecessary because a third-party contractor can be used. The \$5,000 every five years fee is necessary for system connectivity and access to the dashboard

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**NEW BUSINESS CON'T**

Network. There will be a rebate payment to the Town from Black Hills Energy to offset the purchasing price and interconnection costs of the charging stations, along with a grant payment from the State. Black Hills Energy has offered to pay for training for local electricians to become certified to maintain the equipment.

- d. Consider appointing a project and bid review committee for the four 2024 construction projects.**

Mr. Patterson reported that there are multiple projects occurring this summer and requested that some Board members assist in reviewing bids. Ms. Reis explained that this was beneficial with a previous project where there were four Board members that acted as a review committee so any construction issues could be resolved within 24 hours, rather than waiting to get all seven Board members to convene.

Mayor Wenke appointed Mr. Fulton and Mr. Dembosky to assist the Town Manager in reviewing construction bids.

- e. Consideration of a request to move forward with affordable housing as recommended by the Planning Commission.**

Mr. Patterson reported that the Planning Commission recommends that the Board give him direction on looking for developers for Proposition 123 housing. Mayor Wenke requested research on water, sewer, and streets by developers and the affiliated costs.

**ACTION:** Mr. Fulton moved, and Ms. Lund seconded to allow the Town Manager to seek developers for Proposition 123. Motion carried.

- f. Consideration of adopting the 2018 Appendix Q, Title 3, Section 1, Chapter 2, Tiny Homes recommended by the Planning Commission.**

Mr. Patterson reported that the minimum home size requirement is 550 square feet. Adopting the tiny home code would assist in inspections and supplement the Town's current code.

Attorney Buchner reported that the Town can still zone where tiny homes are allowed. Adopting the code will address how to inspect a tiny home that has a loft with stairs or a bathroom that ordinarily would not pass inspection under the current building code.

It was decided that after more research is done by Mr. Buchner there will be an Executive Session scheduled where he can give legal advice on the issue and how to adopt or amend the ordinance.

Per Mayor Wenke, the issue will be tabled for an Executive Session.

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NEW BUSINESS CON'T

**g. Discuss changing the street lights in town for Dark Skies compliance starting in 2025.**

Mr. Cutter reported that there are 66 total lights remaining to change to LED dark skies compliant, and the cost would be \$19,000. There are 32 Main Street decorative lights, and he recommended making them all uniform. 50-Watt LED decorative lights would cost \$98,000 compared to 100 Watts would cost \$105,000.

Mr. Cutter will research other options on the wattage of the bulbs to try to lower the cost and will confer with the Board before the next meeting.

**h. Consideration of applying for a Highway Safety Improvement grant (HSIP) and possibly committing funds for 2024**

Mr. Patterson reported that the HSIP grants are used to prevent crashes, with no match requirement on state highways and 10% match on local roads. LOMA funds can be used to offset the match cost. Specifically, this grant would be used to address the safety crossing between Hermit and Memorial Parks. It would consist of finishing the sidewalk around the park's perimeter, creating a rectangular safety crossing with flashing lights, installing curbs and gutters around the Memorial Park parking lot, and a sidewalk connecting the parks.

Ms. Reis expressed concern over the cost needed up front to begin, as there are already three projects this summer that could potentially go over budget. The grant in question requires the project to be complete in 2027, so this could start next year rather than this year because there is a time gap in when the Town would be reimbursed.

**ACTION:** Mayor Wenke moved, and Mr. Dembosky seconded to approve applying for the HSIP grant now but beginning engineering and construction in 2025. Motion carried.

**i. Consider applying for LOMA (Local Matching Funds)**

**ACTION:** Ms. Lund moved, and Mr. Dembosky seconded to apply for matching LOMA funds for the HSIP grant. Motion carried.

STAFF & COMMITTEE REPORTS

**a. Report from Town Manager**

Mr. Patterson reported that the Park Committee has created new designs for Memorial Park. In the future, he wants to re-green Main Street by planting more trees and having planter boxes. A DOLA grant will be used to install a new bathroom in Hermit Park.

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**STAFF & COMMITTEE REPORTS CON'T**

Dark Skies reached out to Mr. Patterson regarding the lights used by the Saddle Club, and he is seeking direction from the Board on how to proceed. Attorney Buchner recommended allowing the lights to be used for the rodeo's four nights and for other events that apply for special event permits. He will draft the ordinance, which will be discussed at the March Board of Trustees Meeting.

**Mr. Fulton** moved, and **Ms. Lund** seconded to adjourn. Motion carried.

**ADJOURN**

Recorded by:  
Erin Christie  
Deputy Town Clerk

**BOARD OF TRUSTEES  
TOWN OF WESTCLIFFE  
FRIDAY, MARCH 1, 2024  
SPECIAL MEETING**

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**CALL TO ORDER**

Mayor Wenke called the meeting to order at 3:00 p.m.

**ROLL CALL**

**The following members were present:** Mayor Wenke, Mr. Fulton, Mr. Wilhelm, and Mr. Dembosky.

**ABSENT:** Mayor Pro-Tem Mowry, Ms. Lund, and Mr. Nordyke.

**PLEDGE OF ALLEGIANCE**

Mayor Wenke led the Pledge of Allegiance.

**OTHERS PRESENT**

Caleb Patterson, Kathy Reis, Erin Christie, Sharon Thompson, Jason Coleman, and Lindsey Seifert.

**ORDER OF BUSINESS**

**a. Open sealed bids for the Jess Price Park project**

Mr. Patterson opened three sealed bids for the Jess Price Park project.

**Bid #1 – Langston Concrete, Inc.**

Total Project Cost: \$546,211.00

Add Alternate 1 – Lighting and Electrical: \$56,500.00

Add Alternate 2 – Pavilion: \$48,250.00

Add Alternate 3 – Concrete Pavers: \$42,097.00

Add Alternate 4 – Monument Sign and Wall: \$50,050.00

**Bid #2 – South-Side Lawn & Landscape, LLC.**

Total Project Cost: \$398,542.39

Add Alternate 1 – Lighting and Electrical: \$48,234.46

Add Alternate 2 – Pavilion: \$41,312.63

Add Alternate 3 – Concrete Pavers: \$46,655.30

Add Alternate 4 – Monument Sign and Wall: \$20,660.67



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Bid #3 – Timberline Building System

Total Project Cost: \$370,963.62

Add Alternate 1 – Lighting and Electrical: \$59,702.08

Add Alternate 2 – Pavilion: \$49,755.19

Add Alternate 3 – Concrete Pavers: \$53,241.50

Add Alternate 4 – Monument Sign and Wall: \$14,915.06

Mr. Patterson reported that the bids will be reviewed on Monday, March 4, 2024, at 9:00 a.m. by the bid review committee, and they will make a recommendation to the Board of Trustees based on a scoring sheet used. The public will then be able to know the results at the Board of Trustees Meeting on March 19, 2024, held at 5:30 p.m.

**Mr. Fulton** moved, and **Mr. Dembosky** seconded to adjourn. Motion carried.

**ADJOURN**

Recorded by:  
Erin Christie  
Deputy Town Clerk

**BOARD OF TRUSTEES  
TOWN OF WESTCLIFFE  
THURSDAY, JANUARY 18, 2024  
SPECIAL MEETING**

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**CALL TO ORDER**

Mayor Pro-Tem Mowry called the meeting to order at 5:30 P.M.

**ROLL CALL**

**The following members were present:** Mayor Pro-Tem Mowry, Ms. Lund, Mr. Fulton, Mr. Wilhelm, and Mr. Dembosky

**ABSENT:** Mayor Wenke, and Mr. Nordyke

**PLEDGE OF ALLEGIANCE**

Mayor Pro-Tem Mowry led the Pledge of Allegiance.

**OTHERS PRESENT**

Caleb Patterson, Kathy Reis, and Clay Buckner

**ORDER OF BUSINESS**

**a. Discuss and consider a land swap or gifting a portion of Town-owned property.**

Town Manager Patterson explained there is a portion of the United Business Banks parking lot is Town property. This was discovered by Colorado Open Lands in the Title search they did in preparation for amending the Conservation Easement to include Summit Park. This needs to be cleaned up prior to that process.

There are two options which both will require the Town to pay for a survey. Option one would be to do a land swap or gift it back to United Business Bank. Attorney Buckner explained it would be a corrective transfer of property.

After more discussion the board agreed the corrected transfer would be the best option. The board directed Manager Patterson to have the survey completed and directed Attorney Buckner to proceed with the paperwork.

**ACTION:** Ms. Lund moved, and Mr. Wilhelm seconded to contract services for the survey of the property that is currently used by the bank that is on Town property and then execute a corrective transfer of the property to the bank pending the outcome of the survey. Motion carried.

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**Mr. Fulton** moved, and **Mr. Wilhelm** seconded to adjourn. Motion carried.

**ADJOURN**

Recorded by:  
Kathy Reis, CMC  
Town Clerk

**GENERAL FUND**

Airgas USA, LLC	Shop Maint./Cylinder Lease Renewal & Supplies	250.54
Auto Truck Group, LLC dba Holman	Vehicle Maint./Cutting Edges	557.24
Benesch, Garrett	Park Maint./Installation Park to Park Sign	60.00
Black Hills Energy	Lights/Electric	1,928.14
Buchner, Clayton, Attorney at Law	Attorney Fees - Jan. and Feb. Services	2,808.00
Card Services	Office Supplies	2,715.74
CenturyLink	Phone/Elevator	49.86
Custer County Rd. & Bridge	Street Maint.& Fuel	643.21
Elevator Inspections, Inc.	Annual Town Hall elevator inspection	350.00
ERB Element	Communication Services	3,650.00
GMCO Corporation	Shop Maint./Ice Melt	272.50
Grainger	Vehicle Maint./Supplies	124.55
Grand Canyon University	Employee education reimbursement	1,163.09
Hilltop Broadband	Internet	255.45
Lowe's Pay and Save, Inc.	Supplies	5.98
Marrs, Neal	Clothing Allowance Reimbursement	38.03
Native Woods Garden Center	Parks Maint./Supplies	760.00
Norup Gas	Propane	1,525.89
O'Rourke Media Group (The Mt. Mail)	Publishing	40.79
Prairie Mountain Media	Publishing	68.40
Rock Parts Company	Vehicle Maint./ Parts	560.76
Round Mtn. Water & Sanitation District	Water & Sewer	782.00
Sangre de Cristo Sentinel	Publishing	390.00
Statewide Internet Portal Authority	Allyant Accessibility Website Audit	4,000.00
Southern Colorado Surveying & Mapping	Survey of Hall Minor Subdivision lots 1A and 2A	150.00
Valley Ace Hardware	Supplies	221.32
Watts Upfitting Inc.	Vehicle Maint./Vehicle Strobe Lights	707.61
Morning Star Elevator	Annual Town Hall elevator inspection	522.00
Marrs, Neal	Reimbursement Medical Physical	140.00
Xerox Corporation	Meter Read/Lease Payment	191.93

**Payroll Expenses**

CEBT	Employer/Health Ins.	1,327.16
CEBT	Employee/Health Ins.	569.60
EFTPS	February Payroll Taxes	7,590.84
GWRS	Employee Share Retirement Fund (ACH)	3,604.75
GWRS	Employer Share Retirement Fund (ACH)	1,055.84

<b><u>BILLS TO DATE</u></b>	<b><u>\$39,081.22</u></b>
<b><u>FEBRUARY 2024 PAYROLL</u></b>	<b><u>24,208.15</u></b>
<b><u>TOTAL GENERAL FUND EXPENDITURES FOR FEBRUARY 2024</u></b>	<b><u>\$63,289.37</u></b>

**CAPITAL FUND**

Ayres Associates Inc.	Powell Ave. Sidewalk Project - Phase 1 Design	3,600.00
Ayres Associates Inc.	Westcliffe TAP Improvements ROW Phase	3,539.42
All Aboard Westcliffe	Westcliffe TAP-ROW Phase Temp. Easement	500.00
Card Services	Office Supplies - New Computers	2,965.92
Deere Financial	Lease Payment	930.74
Euro Asian Blades, Inc.	Wylie Express Water Wagon	14,140.00
Town of Silver Cliff	2105 Kubota F2690 with attachments	\$15,000.00
Vista Celesta, LLC	Land purchase Parcel # RW-4 Perm. Easement	\$2,400.00
<b>TOTAL CAPITAL FUND EXPENDITURES FOR FEBRUARY 2024</b>		<b>\$43,076.08</b>

**REVENUES RECEIVED IN FEBRUARY 2024****GENERAL FUND**

<b>Cash</b>		
Sugar & Spice Bakery	2024 Business License Renewal	25.00
Chud's Pizza & Burgers	2024 Business License Renewal	25.00
Yambezza	2024 Business License Renewal	25.00
Goodknight, LLC	2024 New Business License	40.00
<b>Credit Card</b>		
The Stellar Inn (Vanessa Cruz)	2024 Business License Renewal	25.00
Wet Mountain Storage	2024 Business License Renewal	25.00
Twila Geroux Hayden Outdoors	2024 Business License Renewal	25.00
Wild Flour Donuts & CO, LLC	2024 Business License Renewal	25.00
Wade Gateley	2024 Business License Renewal	25.00
Kirkpatrick Bank (Tammy Vidmar)	2024 Business License Renewal	25.00
Melissa Harth Massage Therapy	2024 Business License Renewal	25.00
Summit & Main Realty Group (Kim Powers)	2024 Business License Renewal	25.00
Second Street Second Hand Thrift Store (Burnell)	2024 Business License Renewal	25.00
Artistic Edge Dance Studio (Rachael Simmons)	2024 Business License Renewal	25.00
Columbine Skin & Laser LLC (Maria Duran-Shy)	2024 Business License Renewal	25.00
West Mountain Fire Auxiliary	2024 Business License Renewal	25.00
Sage Esthetics & Wellness LLC	2024 Business License Renewal	25.00
Sarah Jordan Massage Therapy	2024 New Business License	40.00
<b>Checks</b>		
Back to Basics Bakery, LLC	2024 Business License	40.00
Hidden Garden Cottage, LLC	2024 Business License Renewal	25.00
Sangre Investments, LLC	2024 Business License Renewal	25.00
Pratt Chiropractic P.C.	2024 Business License Renewal	25.00
New Outlook Dental, LLC	2024 Business License Renewal	25.00
Antler Liquor Store Inc.	2024 Business License Renewal	25.00
Westcliffe Nutrition, LLC	2024 Business License Renewal	25.00
Mountain Land Properties (Charles Flynn)	2024 Business License Renewal	25.00
Eric and Deanna Shipley	Hermit Park Rental Fee	125.00
The Election Wizard (SBI Investigations)	2024 Business License Renewal	25.00
Brookwood Gallery	2024 Business License Renewal	25.00
Elevation Meat Market	2024 Business License Renewal	25.00
Ducky's Delie, Inc	2024 Business License Renewal	25.00
The Rock Parts Company	2024 Business License Renewal	25.00
Bear Ridge Construction	2024 Business License Renewal	25.00
Town of Silver Cliff	Reimb. Park to Park Trail Sign	493.50
Melody Debenedictis	2024 Business License Renewal	25.00
Black Hills	Franchise Fee	3,607.97
Sterling Development Group (Valley Ace)	3rd and 4th Qtr. Carryout Disposable Bag Fee Return	114.34
Wet Mountain RV	2024 Business License Renewal	25.00
K2 Gallery Arts	2024 Business License Renewal	25.00
Westcliffe Home & Ranch	2024 Business License Renewal	25.00
Cynthia Nealy Barber, LLC	2024 Business License Renewal	25.00



Custer County Treasurer		1,475.72
	RBC-Current Road & Bridge	151.35
	RLC-Current Tax	614.41
	SOA-Specific Ownership A	156.13
	SOB-Specific Ownership B	569.14
	TFC-Treasurer Fee	-15.31
United Business Bank of Colorado	Interest	11.44
State of Colorado	2% Sales Tax	49,448.45
State of Colorado	CIG Tax	272.94
State of Colorado	Highway Users Tax	2,469.29
<b>GENERAL FUND CHECKING REVENUE RECEIVED IN FEBRUARY 2024</b>		<b>\$58,938.65</b>

Csafe-GF Core-11	Interest	\$4,295.74
Csafe-3% Tabor Reserve-13	Interest	\$209.20
Csafe-GF Reserve-14	Interest	\$1,722.10
Csafe-GF Reserve-16	Interest	\$90.22

**TENNIS COURT PROJECT CHECKING**

<b>TENNIS COURT PROJECT CHECKING REVENUE RECEIVED IN FEBRUARY 2024</b>		<b>\$0.00</b>

<b>MUNICIPAL COURT CHECKING REVENUE RECEIVED IN FEBRUARY 2024</b>		<b>\$0.00</b>

**REVENUES RECEIVED IN FEBRUARY 2024**

**CONSERVATION TRUST FUND**

United Business Bank	Interest	0.33
<b>CONSERVATION TRUST FUND REVENUE RECEIVED IN FEBRUARY 2024</b>		<b>\$0.33</b>

Csafe-CF Core 15	Interest	<b>\$189.02</b>
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**CAPITAL FUND**

United Business Bank	Interest Capital Fund Checking	13.00
State of Colorado	Reimb. Inv#6 TAP-ROW-23660	1,348.98
State of Colorado	Reimb. Inv#7 TAP-ROW-23660	3,539.42
State of Colorado (Town of Westcliffe)	1% Sales Tax	24,724.23
Verizon Wireless	Lease Payment	1,000.00
<b>CAPITAL FUND CHECKING REVENUE RECEIVED IN FEBRUARY 2024</b>		<b>\$30,625.63</b>

Csafe-CF Core 12	Interest	<b>\$5,935.98</b>
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**BALANCE IN ALL FUND ACCOUNTS**

<b>GENERAL FUND CHECKING</b>		\$143,149.03
Csafe-GF Core-11		\$655,166.14
Csafe-3% Tabor Reserve-13		\$47,329.36
Csafe-GF Reserve-14		\$390,112.16
Csafe-GF Reserve-16		\$20,389.10
<b>TENNIS COURT PROJECT CHECKING</b>		\$5,178.70
<b>MUNICIPAL COURT CHECKING</b>		\$2,407.70
<b>TOTAL GENERAL FUND ACCOUNTS</b>		<b>\$1,263,732.19</b>

<b>CONSERVATION TRUST FUND CHECKING</b>		\$8,316.64
Csafe-CF Core 15		\$42,815.74
<b>TOTAL CONSERVATION TRUST FUND ACCOUNTS</b>		<b>\$8,316.64</b>

<b>CAPITAL FUND CHECKING</b>		\$162,005.98
Csafe-CF Core 12		\$1,662,766.36
<b>TOTAL ALL CAPITAL FUND ACCOUNTS</b>		<b>\$1,824,772.34</b>

**CASH BALANCE OF ALL FUND ACCOUNTS** **\$3,096,821.17**

NOTE: 1% Sales tax of \$24,724.23 and \$ Clerk Fees Sales Tax were transferred to the Capital Fund from the General Fund.

NOTE: Per the 2023 Budget \$460,000.00 was transferred from Csafe-GF Core-11 to Csafe-CF Core 12



## General Fund Profit &amp; Loss Budget Performance

	Feb 24	Budget	Jan - Feb 24	YTD Budget	Annual Budget
<b>Income</b>					
7000 · General Property Taxes	614.41	5,617.08	614.41	11,234.20	67,405.00
7050 · Specific Ownership Taxes	725.27	666.66	1,291.42	1,333.40	8,000.00
7100 · Town Sales Taxes	49,473.45	76,721.70	120,179.74	153,443.45	920,660.45
7101 · Town Sales Tax License	1,135.00	416.66	3,568.75	833.40	5,000.00
7106 · Penalties & Int-Delinquent Tax	0.00	16.66	0.00	33.40	200.00
7115 · Franchise Fee	3,607.97	2,916.66	7,086.17	5,833.40	35,000.00
7120 · Special Assesments	0.00	0.00	0.00	0.00	0.00
7125 · Building & Zoning Permits	400.00	3,333.33	2,727.00	6,666.70	40,000.00
7126 · Fence & Sign Permits	0.00	150.00	0.00	300.00	1,800.00
7127 · Special Use By Review Permits	0.00	50.00	0.00	100.00	600.00
7130 · Traffic Fines & Ordinances	0.00	8.33	25.00	16.70	100.00
7135 · Court Costs	0.00	0.00	0.00	0.00	0.00
7140 · Liquor Licenses/Special Events	0.00	125.00	265.00	250.00	1,500.00
7148 · Disposable Bag Fee	114.34	0.00	1,032.40	0.00	0.00
7150 · Cigarette Tax	272.94	166.66	437.07	333.40	2,000.00
7160 · Interest Income	6,340.14	9,282.92	13,743.19	18,565.80	111,395.00
7165 · Miscellaneous Income	493.50	83.33	1,675.22	166.70	1,000.00
7200 · Highway Users Tax	2,469.29	2,584.25	5,027.63	5,168.50	31,011.00
7205 · Road & Bridge Funds	151.35	3,027.22	151.35	6,054.42	36,326.62
7215 · American Rescue Plan Funds	0.00	0.00	0.00	0.00	0.00
7239 · Condtibutions from General Fu...	0.00	0.00	0.00	0.00	0.00
7300 · Tennis Court Donation Fund	0.00	8.33	0.00	16.70	100.00
7305 · Events Center-Rental Fees	0.00	258.33	0.00	516.70	3,100.00
7310 · Bluff Site Maint. Fee	0.00	0.00	3,318.94	0.00	0.00
7315 · Park Usage Fee	225.00	133.33	750.00	266.70	1,600.00
7807 · Reimbursed Expenses	0.00	0.00	0.00	0.00	0.00
7810 · Transfers In	0.00	0.00	0.00	0.00	0.00
7820 · Lease Equipment-I	0.00	0.00	0.00	0.00	0.00
7840 · State Grant	0.00	0.00	0.00	0.00	0.00
7845 · Federal Grant	0.00	16.66	0.00	33.40	200.00
7871 · Grant-SIPA	0.00	0.00	0.00	0.00	0.00
7940 · Sale of Assets	0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>66,022.66</b>	<b>105,583.11</b>	<b>161,893.29</b>	<b>211,166.97</b>	<b>1,266,998.07</b>
<b>Cost of Goods Sold</b>					
5001 · Cost of Goods Sold	0.00	0.00	0.00	0.00	0.00
<b>Total COGS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Gross Profit</b>	<b>66,022.66</b>	<b>105,583.11</b>	<b>161,893.29</b>	<b>211,166.97</b>	<b>1,266,998.07</b>

## General Fund Profit &amp; Loss Budget Performance

Expense	Feb 24	Budget	Jan - Feb 24	YTD Budget	Annual Budget
4001 · Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00
8000 · Trustees	0.00	333.33	92.01	666.70	4,000.00
8005 · Ordinances & Procedures	0.00	500.00	737.88	1,000.00	6,000.00
8010 · Colo. Muni League Dues	0.00	77.08	0.00	154.20	925.00
8015 · Elections	0.00	175.00	344.70	350.00	2,100.00
8020 · General Accounting	0.00	100.00	3,498.99	200.00	1,200.00
8025 · Auditing	0.00	816.66	0.00	1,633.40	9,800.00
8030 · Attorney	0.00	2,000.00	0.00	4,000.00	24,000.00
8035 · Insurance - General	0.00	1,329.50	15,965.87	2,659.00	15,954.00
8040 · Workman's Compensation	0.00	516.66	6,868.00	1,033.40	6,200.00
8050 · Colorado State Unemployment	66.10	86.25	133.74	172.52	1,035.02
8100 · Town's Share FICA	2,049.17	1,782.54	4,145.87	3,565.02	21,390.42
8110 · Town's Share MEDI	479.25	416.88	969.61	833.80	5,002.60
8115 · Town Share Health Insurance	884.23	3,735.83	4,121.69	7,471.70	44,830.00
8120 · Town Share Retirement Fund	1,055.84	1,725.03	2,136.26	3,450.10	20,700.40
8200 · Clerk/Treasurer Wages	5,166.67	4,611.37	10,333.34	9,222.70	55,336.40
8205 · Deputy Clerk	8,581.28	9,345.67	17,556.17	18,691.30	112,148.00
8208 · Communications Manager	0.00	3,000.00	3,000.00	6,000.00	36,000.00
8210 · Clerk Education	0.00	83.33	274.76	166.70	1,000.00
8215 · Office Supplies	0.00	150.00	1,109.74	300.00	1,800.00
8220 · Town Manager Wages	5,500.00	5,500.00	11,000.00	11,000.00	66,000.00
8225 · Manager/Bldg/Zoning Education	0.00	166.67	0.00	333.30	2,000.00
8235 · Building Inspector	1,306.98	3,012.53	2,588.93	6,025.10	36,150.40
8236 · Project Manager	0.00	0.00	0.00	0.00	0.00
8240 · County Treasurer's Fees	15.31	166.67	15.31	333.30	2,000.00
8245 · Municipal Court Wages	0.00	0.00	0.00	0.00	0.00
8250 · Municipal Court Postage	0.00	0.00	0.00	0.00	0.00
8280 · Payroll Expenses	0.00	0.00	0.00	0.00	0.00
8300 · Town Hall Maintenance	0.00	416.67	2,181.40	833.30	5,000.00
8308 · Town Hall Utilities	333.45	708.33	911.22	1,416.70	8,500.00
8310 · Lease Equipment	0.00	14.00	0.00	28.00	168.00
8315 · Lease Principal	0.00	90.94	0.00	181.82	1,091.22
8316 · Lease Interest	0.00	15.57	0.00	31.08	186.78
8405 · Animal Control	0.00	43.75	0.00	87.50	525.00
8410 · Organizational Membership Du...	0.00	75.00	0.00	150.00	900.00
8415 · Recycling Program	0.00	0.00	0.00	0.00	0.00
8500 · Town Man Wages	0.00	0.00	0.00	0.00	0.00
8501 · Seasonal Wages	0.00	0.00	0.00	0.00	0.00
8505 · Townman Education	0.00	166.67	0.00	333.30	2,000.00
8508 · Street & Park Supervisor	0.00	4,959.89	0.00	9,919.80	59,518.70
8510 · Street and Park Tech Wages	13,065.76	10,439.30	26,529.59	20,878.60	125,271.60
8515 · Street Maintenance & Fuel	0.00	4,750.00	2,312.64	9,500.00	57,000.00
8520 · Emergency Snow Removal	0.00	2,500.00	0.00	5,000.00	30,000.00
8525 · Street Lighting	0.00	1,250.00	1,156.95	2,500.00	15,000.00
8530 · Vehicle & Equip. Maintenance	0.00	2,083.33	1,297.56	4,166.70	25,000.00
8538 · Shop Maintenance	0.00	833.33	490.65	1,666.70	10,000.00
8540 · Shop Utilities	609.71	583.33	846.46	1,166.70	7,000.00
8545 · Highway Barn Utilities	582.73	583.33	650.23	1,166.70	7,000.00
8550 · Highway Barn Maint.	0.00	166.67	0.00	333.30	2,000.00
8600 · Park Utilities	0.00	1,666.67	1,005.68	3,333.30	20,000.00
8605 · Park Maintenance	0.00	5,000.00	1,637.00	10,000.00	60,000.00

Town of Westcliffe  
**General Fund Profit & Loss Budget Performance**  
 February 2024

	Feb 24	Budget	Jan - Feb 24	YTD Budget	Annual Budget
8700 · Custer County Sheriff	0.00	5,179.17	0.00	10,358.30	62,150.00
8800 · Donations	0.00	2,383.33	569.02	4,766.70	28,600.00
8802 · Plastic Pollution Act	0.00	0.00	0.00	0.00	0.00
8805 · Grants/Local	0.00	2,083.33	0.00	4,166.70	25,000.00
8806 · American Rescue Plan Expenses	0.00	9,668.19	0.00	19,336.38	116,018.28
8807 · Marketing	0.00	1,250.00	489.00	2,500.00	15,000.00
8808 · Economic Development	0.00	0.00	0.00	0.00	0.00
8809 · Capital Improvement Plan	0.00	0.00	0.00	0.00	0.00
8810 · Contingencies	0.00	1,666.67	0.00	3,333.30	20,000.00
8811 · Contribution to/from Capital Fun	460,000.00	38,333.33	460,000.00	76,666.70	460,000.00
8815 · 1% Sales Tax to Capital Fund	0.00	0.00	0.00	0.00	0.00
8820 · Transfers Out	0.00	0.00	0.00	0.00	0.00
8900 · Principal GLTD	0.00	0.00	0.00	0.00	0.00
8950 · Interest GLTD	0.00	0.00	0.00	0.00	0.00
9014 · Equipment Debt Service	0.00	0.00	0.00	0.00	0.00
9340 · Debt Service	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>499,696.48</b>	<b>136,541.80</b>	<b>584,970.27</b>	<b>273,083.82</b>	<b>1,638,501.82</b>
<b>Net Income</b>	<b>-433,673.82</b>	<b>-30,958.69</b>	<b>-423,076.98</b>	<b>-61,916.85</b>	<b>-371,503.75</b>

## TOWN OF WESTCLIFFE

### Capital Fund Profit & Loss Budget Performance

February 2024

	Feb 24	Budget	Jan - Feb 24	YTD Budget	Annual Budget
<b>Income</b>					
CRF7225 Federal Grants	0.00	0.00	0.00	0.00	0.00
CRF7160 · Interest Income	5,948.98	4,666.67	11,608.57	9,333.30	56,000.00
CRF7210 · Grants (New Roadway Proj)	0.00	0.00	0.00	0.00	0.00
CRF7211 · Grants (New) TP-Audit	0.00	0.00	0.00	0.00	0.00
CRF7212 · Grant (New Town Property)	0.00	20,833.33	0.00	41,666.70	250,000.00
CRF7213 · Grants (Existing) RW	0.00	0.00	0.00	0.00	0.00
CRF7220 · Grants (New) RW	0.00	178,327.50	0.00	356,655.00	2,139,930.00
CRF7223 · CDOT Grants (Existing) RW	0.00	0.00	8,292.14	0.00	0.00
CRF7224 · Grants (Existing) Town Pro	0.00	0.00	0.00	0.00	0.00
CRF7238 · Other Contributions	0.00	0.00	0.00	0.00	0.00
CRF7270 · Lease Proceeds Verizon Tower	1,000.00	1,000.00	1,000.00	2,000.00	12,000.00
CRF7280 · Capital Lease Proceeds	0.00	0.00	0.00	0.00	0.00
CRF7285 · 1% Sales Tax from General Fu...	24,724.23	38,381.25	60,014.87	76,762.50	460,575.00
CRF7290 · Misc. Sales	0.00	0.00	0.00	0.00	0.00
CRF7300 · Tennis Court Donation Fund	0.00	0.00	0.00	0.00	0.00
CRF7805 · Grants (Existing) Town Prope...	0.00	0.00	0.00	0.00	0.00
CRF7810 · Transfers From General Fund	0.00	38,333.37	0.00	76,666.30	460,000.00
<b>Total Income</b>	<b>31,673.21</b>	<b>281,542.12</b>	<b>80,915.58</b>	<b>563,083.80</b>	<b>3,378,505.00</b>
<b>Expense</b>					
CRF8215 · Office Supplies/Bank Fees	0.00	0.00	0.00	0.00	0.00
CRF9011 · CIP Roadway (Existing)	0.00	25,833.33	0.00	51,666.70	310,000.00
CRF9012 · CIP Town Property (Existing)	0.00	33,750.00	9,782.00	67,500.00	405,000.00
CRF9013 · CIP Equipment (Existing)	0.00	0.00	0.00	0.00	0.00
CRF9014 · Equipment Debt Service	0.00	930.75	1,861.48	1,861.50	11,169.00
CRF9016 · Building Debt Service	0.00	0.00	0.00	0.00	0.00
CRF9025 · CIP Roadway (New)	0.00	189,660.87	0.00	379,321.30	2,275,930.00
CRF9026 · CIP-Town Property (New)	0.00	23,958.33	0.00	47,916.70	287,500.00
CRF9027 · CIP-Equipment (New)	29,140.00	4,416.67	29,140.00	8,833.30	53,000.00
CRF9101 · Improvements-Design	10,039.42	3,750.00	18,969.40	7,500.00	45,000.00
<b>Total Expense</b>	<b>39,179.42</b>	<b>282,299.95</b>	<b>59,752.88</b>	<b>564,599.50</b>	<b>3,387,599.00</b>
<b>Net Income</b>	<b>-7,506.21</b>	<b>-757.83</b>	<b>21,162.70</b>	<b>-1,515.70</b>	<b>-9,094.00</b>

2:31 PM

03/06/24

Accrual Basis

**Town of Westcliffe**  
**CTF Profit & Loss Budget Performance**  
February 2024

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	<u>Feb 24</u>	<u>Budget</u>	<u>Jan - Feb 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>					
7000 · State Lottery Income	0.00	458.33	0.00	916.70	5,500.00
7050 · Interest Income	189.35	6.83	390.86	13.70	82.00
<b>Total Income</b>	<u>189.35</u>	<u>465.16</u>	<u>390.86</u>	<u>930.40</u>	<u>5,582.00</u>
<b>Gross Profit</b>	189.35	465.16	390.86	930.40	5,582.00
<b>Expense</b>					
9001 · Capital Outlay	0.00	4,166.66	0.00	8,333.40	50,000.00
<b>Total Expense</b>	<u>0.00</u>	<u>4,166.66</u>	<u>0.00</u>	<u>8,333.40</u>	<u>50,000.00</u>
<b>Net Income</b>	<u><u>189.35</u></u>	<u><u>-3,701.50</u></u>	<u><u>390.86</u></u>	<u><u>-7,403.00</u></u>	<u><u>-44,418.00</u></u>

a.

TOWN OF WESTCLIFFE  
 REQUEST TO BE PLACED ON AGENDA  
 Office of the Town Clerk  
 P.O. Box 406  
 Westcliffe, CO. 81252  
[townclerk@townofwestcliffe.com](mailto:townclerk@townofwestcliffe.com)  
 719-783-2282

Westcliffe Town Board  Westcliffe Planning Commission

Here are things you need to know:

- You must contact the Town staff prior to coming to the Board. Quite often the issue can be resolved by staff action.
- Please plan on attending the meeting. The Board of Trustees will be unable to take action without a representative in attendance.

Please complete the following information and return this form no later than ten (10) days prior to the Board meeting to the above address or bring it to the Town Hall at 1000 Main Street our office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (Regular Board meetings are scheduled for the first Monday of each month.)

Name of person making presentation: Courtney Miller, Merton Young

Organization, if speaking on behalf of a group: WMV Rotary Van Service

Is this a request for Board action?  Yes  No

Please provide a summary of your comments:

The Rotary Van Service is continuing service and rebuilding for 2024. Would like to discuss continuing our relationship with Town of Westcliffe.

What staff member have you spoken to about this? Please summarize your discussion:

Kathy Reis, application form clarification

Contact information:

Name: Courtney Miller

Mailing Address: 702 Round Mountain Rd, Westcliffe, Co. 81252

email: courtneymillerauthor@gmail.com

Daytime Phone: 303-877-4184

b.

**TOWN OF WESTCLIFFE  
REQUEST TO BE PLACED ON AGENDA**

Office of the Town Clerk  
P.O. Box 406  
Westcliffe, CO. 81252  
[townclerk@townofwestcliffe.com](mailto:townclerk@townofwestcliffe.com)  
719-783-2282

  X   **Westcliffe Town Board** \_\_\_\_\_ **Westcliffe Planning Commission**

Here are things you need to know:

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Please complete the following information and return this form no later than ten (10) days prior to the Board meeting to the above address or bring it to the Town Hall at 1000 Main Street our office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (Regular Board meetings are scheduled for the first Monday of each month.)

Name of person making presentation: J.D. Hennrich & Jerry Pearl

Organization, if speaking on behalf of a group: Sayre de Cristo Fellowship

Is this a request for Board action?  Yes  No

Please provide a summary of your comments:

We own lots 11 & 12 Adams Addition Filix #2. We are asking about acquiring the open space between lots 10 & 11 which is currently owned by the town of Westcliffe. This would aid in future expansion of the church

What staff member have you spoken to about this? Please summarize your discussion:

Visited with Caleb Patterson who indicated this would need to be brought before the board.

Contact information:

Name: J.D. Hennrich  
Mailing Address: 379 Rosita Hills Drive  
Westcliffe, CO 81252

email: jameshen1@gmail.com  
Daytime Phone: 719-429-0101 - J.D. Hennrich  
719-371-5100 - Jerry Pearl





b.

## *GRANT OF EASEMENTS , STREETS AND OPEN SPACE*

THE HEREON DESIGNATED OWNER DOES HEREBY DEDICATE AND CONVEY UNTO THE TOWN OF WESTCLIFFE THE STREETS , EASEMENTS AND OPEN SPACE AS SHOWN AND DESCRIBED HEREON FOR THE USE AND BENEFIT OF THE GENERAL PUBLIC FOR USES AS DEFINED IN THE LAND USE DEFINITIONS HEREON .

- BLUFF CIRCLE , YUCCA LANE , CRISTA LANE , JERRY DRIVE AND JERRY COURT ARE HEREBY PLATTED AS PUBLIC STREETS FOR TRAFFIC AND TRAVEL AS ALLOWED BY ORDINANCE AND THE INSTALLATION AND MAINTENANCE OF UTILITIES
  - OPEN SPACE IS PLATTED FOR THE PUBLIC USE AS PEDESTRIAN TRAVEL CORRIDORS , PARK LANDS , RECREATION AREAS , FLOOD CONTROL ZONES , SNOW STOCKPILE LOCATIONS AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES
  - THE CURVES DESIGNATED AS C5 AND C6 ARE HEREBY PLATTED AS ADDITIONS TO THE EXISTING ADAMS BLVD. TO PROVIDE BETTER TURNING AND APPROACH TO COLORADO STATE HIGHWAY NUMBER 69
  - THE OPEN SPACE LYING BETWEEN LOTS 10 AND 11 IS ADDITIONALLY FOR THE POSSIBLE FUTURE USE OF THE TOWN OF WESTCLIFFE AS A STREET FOR ADDITIONAL ACCESS TO COLORADO STATE HIGHWAY NUMBER 69
  - AN EASEMENT IS PROVIDED ON LOT 2 FOR COMMERCIAL SIGNAGE , BUS STOP STRUCTURE , CENTRALIZED DELIVERY DROP AND / OR MAIL KIOSK AND PEDESTRIAN USE
  - THE 10' AND 20' STRIP EASEMENTS SHOWN ON LOTS 1 AND 2 ARE TO LIMIT FRONTAGE ACCESS IN THE PROXIMITY OF COLORADO STATE HIGHWAY NUMBER 69 AND TO PROVIDE FOR VEGETATION SCREENING OF ROUND MOUNTAIN WATER AND SANITATION DISTRICT ACTIVITIES
  - A 5' PUBLIC UTILITY EASEMENT IS HEREBY SET ASIDE AS FOLLOWS :
    - ON EACH SIDE OF ALL SIDE AND COMMON REAR LOT LINES ( UNLESS OTHERWISE NOTED ) FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES .
  - A 10' PUBLIC UTILITY EASEMENT IS HEREBY SET ASIDE AS FOLLOWS :
    - ALONG ALL ROAD FRONTAGES AND ALONG THE INTERIOR SIDE OF ALL EXTERIOR LOT LINES ( UNLESS OTHERWISE NOTED ) FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES .
- LOTS -
- LOT 1 IS TO BE DEEDED TO ROUND MOUNTAIN WATER AND SANITATION DISTRICT FOR THEIR F EXPANSION
  - LOTS 2 THROUGH 10 ARE FOR LIMITED COMMERCIAL USE AS DEFINED IN THE COVENANTS FOR ADAMS ADDITION TO THE TOWN OF WESTCLIFFE FILING NUMBER 2
  - LOTS 11 THROUGH 68 ARE FOR RESIDENTIAL USE AS DEFINED IN THE COVENANTS FOR ADAMS ADDITION TO THE TOWN OF WESTCLIFFE FILING NUMBER 2

*IN WITNESS WHEREOF*

CELESTADADAMS HAS CAUSED THESE PRESENTS

C.

# Permit Application and Report of Changes

**All Answers Must Be Printed in Black Ink or Typewritten**

1. Applicant is a <input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership ..... <input checked="" type="checkbox"/> Limited Liability Company		License Number			
2. Name of Licensee <b>Bear Peak LLC</b>		3. Trade Name of Establishment (DBA) <b>Zita's</b>			
4. Address of Premises (specify exact location of premises) <b>109 N. 3rd Street</b>		5. Business Email Address <b>jvc.yandroski@bearpeakllc.com</b>			
City <b>Westcliffe</b>	County <b>Custer</b>	State <b>CO</b>	ZIP <b>81252</b>		
<b>SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.</b>					
<b>Section A – Manager Reg/Change</b>		<b>Section C</b>			
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) ..... \$30.00		<input type="checkbox"/> Retail Warehouse Storage Permit (ea) ..... \$100.00			
<input type="checkbox"/> Manager's Registration (Tavern) ..... \$30.00		<input type="checkbox"/> Wholesale Branch House Permit (ea) ..... \$100.00			
<input type="checkbox"/> Manager's Registration (Lodging & Entertainment) ..... \$30.00		<input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... \$50.00			
<input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE		<input type="checkbox"/> Change Location Permit (ea) ..... \$150.00			
<p><i>Please note that Manager's Registration for Hotel &amp; Restaurant, Lodging &amp; Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i></p>		<input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change ..... \$150.00			
		<input checked="" type="checkbox"/> Change, Alter or Modify Premises <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$150.00 x</td> <td>Total Fee:</td> </tr> </table>		\$150.00 x	Total Fee:
\$150.00 x	Total Fee:				
<b>Section B – Duplicate License</b>		<input type="checkbox"/> Addition of Optional Premises to Existing H/R <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$100.00 x</td> <td>Total Fee:</td> </tr> </table>		\$100.00 x	Total Fee:
\$100.00 x	Total Fee:				
<input type="checkbox"/> Duplicate License ..... \$50.00		<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$160.00 x</td> <td>Total Fee:</td> </tr> </table>		\$160.00 x	Total Fee:
\$160.00 x	Total Fee:				
		<input type="checkbox"/> Campus Liquor Complex Designation ..... No Fee			
		<input type="checkbox"/> Sidewalk Service Area ..... \$75.00			

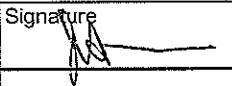
Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
<p>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</p>		<p><b>TOTAL AMOUNT DUE</b> \$ .00</p>

2

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	<p><b>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</b></p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>City _____ County _____ ZIP _____</p>
Change of Manager	<p><b>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</b></p> <p>(a) Change of Manager</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p><b>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Addition of seating areas at adjacent property.</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

C.

<b>Campus Liquor Complex Designation</b>	<p><b>11. Campus Liquor Complex Designation</b></p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<b>Additional Related Facility</b>	<p><b>12. Additional Related Facility</b></p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title Joseph Yandrofski Owner	Date Feb 28 2024
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



# Colorado Liquor Retail License Application

e.  
 Rec. 2-26-24  
 Emailed 3-26-24  
 2-29-24

\* Note that the Division will not accept cash  Paid by check  Paid online

Uploaded to Date  
 Movelt on

New License  New-Concurrent  Transfer of Ownership  State Property Only  Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number  
99-0872451

2a. Trade Name of Establishment (DBA) State Sales Tax Number  
96013738 Business Telephone  
303-284-3850

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
 116 2nd. Street.

City Westcliffe	County Custer	State Co	ZIP Code 81252
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4. Mailing Address (Number and Street) 706 Wilcox St	City or Town Castle Rock	State Co	ZIP Code 80104
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5. Email Address  
 lawclerk@3pillarslaw.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) The Feedstore LLC	Present State License Number 03-15046	Present Class of License Brew Pub(City)	Present Expiration Date 7/6/24
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<b>Section A</b> Nonrefundable Application Fees*	<b>Section B (Cont.)</b> Liquor License Fees*
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<input type="checkbox"/> Application Fee for New License.....\$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1,200.00 <input type="checkbox"/> Application Fee for Transfer .....\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00
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<b>Section B</b> Liquor License Fees*	
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<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area..... \$75.00 <input type="checkbox"/> Arts License (City) .....\$308.75 <input type="checkbox"/> Arts License (County) .....\$308.75 <input checked="" type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County) .....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County) .....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50	<input type="checkbox"/> Manager Registration - H & R.....\$30.00 <input type="checkbox"/> Manager Registration - Tavern .....\$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$30.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County) .....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License--Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License--Additional (County) .....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County) .....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
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**Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

**Do not write in this space - For Department of Revenue use only**

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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## Sexual Assault Awareness Month Proclamation Westcliffe, Colorado

**WHEREAS**, April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is widespread and impacts every person in Westcliffe, CO; and

**WHEREAS**, every day, women, men and children across Colorado suffer the pain and trauma of sexual assault upon survivors and our communities; and

**WHEREAS**, this crime occurs far too frequently, goes unreported far too often, and leaves long lasting physical and emotional scars; and

**WHEREAS**, during National Sexual Assault Awareness Month, we recommit ourselves to lifting the veil of secrecy and shame surrounding sexual violence, expanding support for victims, and strengthening our response; and

**WHEREAS**, sexual violence affects individuals of all ages, backgrounds and circumstances; and

**WHEREAS**, as a community we share the responsibility for protecting each other from sexual assault, supporting victims when it does occur, and bringing perpetrators to justice; and

**WHEREAS**, at every level we must work to provide necessary resources to victims of every circumstance including medical attention, mental health services, relocation and housing assistance, and advocacy during the criminal justice process; and

**WHEREAS**, Custer County in Colorado can come together to increase awareness about sexual violence, decrease its frequency hold offenders accountable, support victims, and heal lives;

**NOW, THEREFORE, LET IT BE PROCLAIMED** for Westcliffe, Colorado, that the month of April 2024 is hereby designated as Sexual Assault Awareness Month in Westcliffe and hereby urge the community to work together to educate themselves about sexual violence prevention to support survivors, and speak out against harmful attitudes and actions.

PASSED AND APPROVED this 19<sup>th</sup> day of March, 2024.

Mayor

\_\_\_\_\_  
Paul Wenke, Mayor

Attest

\_\_\_\_\_  
Kathy Reis, CMC, Town Clerk

TOWN OF WESTCLIFFE  
REQUEST TO BE PLACED ON AGENDA

Office of the Town Clerk  
P.O. Box 406  
Westcliffe, CO. 81252  
townclerk@townofwestcliffe.com  
719-783-2282

X \_\_\_\_\_ Westcliffe Town Board \_\_\_\_\_ Westcliffe Planning Commission

Here are things you need to know:

- You must contact the Town staff prior to coming to the Board. Quite often the issue can be resolved by staff action.
- Please plan on attending the meeting. The Board of Trustees will be unable to take action without a representative in attendance.

Please complete the following information and return this form no later than ten (10) days prior to the Board meeting to the above address or bring it to the Town Hall at 1000 Main Street our office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (Regular Board meetings are scheduled for the first Monday of each month.)

Name of person making presentation: Sarah Fisher

Organization, if speaking on behalf of a group: Family Crisis Services

Is this a request for Board action?  Yes  No

Please provide a summary of your comments:

We request that the Board make an official Proclamation that April is Sexual Assault Awareness MONTH (see attached proclamation) for Westcliffe, CO.

What staff member have you spoken to about this? Please summarize your discussion:

CA have emailed w/ Kathy Reis + Erin Christie. They sent me this Agenda Request and asked for a copy of the proclamation. They also provided dates + times of meetings.

Contact information:

Name: Sarah Fisher

Mailing Address: PO Box 308  
Canon City, CO. 81215

email: Sarah.fish(at)yahoo.com  
Daytime Phone: (719) 275-2429



AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT

BLUFF PARK, 2024

Pursuant to the requirements of **Section 15 (Transfer of Property)** of this Deed, any time the Property or a permitted portion thereof is transferred by Grantor to any third party, Grantor shall pay a fee of ¼ of 1% of the sale price to Grantee and notify Grantee.

THIS DEED OF CONSERVATION EASEMENT (“**Deed**”) is granted on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by The Town of Westcliffe, a Colorado statutory municipality, (“**Grantor**”), whose address is P.O. Box 406, Westcliffe, CO 81252, to COLORADO OPEN LANDS, a Colorado non-profit corporation (“**Grantee**”), whose address is 1546 Cole Boulevard, Suite 200, Lakewood, Colorado 80401. The designations “**Grantor**” and “**Grantee**” refer to Grantor and Grantee and their respective successors and assigns. Grantor and Grantee may hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties**”. The terms “**Easement**,” “**Deed**,” “**conservation easement**,” “**Deed of Conservation Easement**,” and “**Deed of Conservation Easement in gross**” refer to the immediately vested interest in real property defined by C.R.S. § 38-30.5-101 *et seq.*, and this legal document, consisting of the rights and restrictions enumerated herein, by which said Easement is granted.

The following exhibits are attached hereto and are incorporated by reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Legal Description of the Original Conservation Area
- Exhibit C: Legal Description of the Additional Property
- Exhibit D: Map of the Property
- Exhibit E: Sample Notice of Transfer of Property

**RECITALS:**

- A. **Description of Property.** Grantor is the owner of the fee simple interest in the subject property legally described in **Exhibit A** and depicted in **Exhibit D**, consisting of approximately 10.16 acres of land, together with the airspace above, existing improvements (as further described in **Section 6 (Property Improvements)** of this Deed), and mineral rights owned by Grantor associated with or appurtenant to the Property (as further described in **Section 7.4 (Minerals)** of this Deed) located in Custer County, State of Colorado (the “**Property**”).
  - A1. **Original Conservation Area.** A 5.3-acre area, together with existing improvements (as further described in **Section 6, Property Improvements**, of this Deed) which was protected by that certain Deed of Conservation Easement granted in 2015 to Colorado Open Lands (“**Original Conservation Area**”) recorded September 2, 2015, at reception number 00225924 in the records of the Clerk and Recorder of Custer County, Colorado (the “**Original Deed of Conservation Easement**”).

- A2. **Additional Property.** A 4.86-acre area consisting of two parcels adjacent to the Original Conservation Area, together with existing improvements (as further described in Section 6, Property Improvements, of this Deed), (the “**Additional Property**”), which is to be protected by this Deed.
- A3. The Original Conservation Area and Additional Property, together with existing improvements (as further described in Section 6, Property Improvements, of this Deed), located in Custer County, Colorado, shall be collectively known as the “**Property**”.
- B. **Amendment and Restatement.** This Easement is an amended and restated deed of conservation easement as to the Original Conservation Area and is a new conservation easement as to the Additional Property. Upon execution and recordation of this Deed, the Original Deed of Conservation Easement is hereby amended and restated in its entirety by this Deed, and shall be superseded by this Deed and have no further force or effect; provided, however, that such amendment and restatement shall not interrupt the perpetual duration of the encumbrance created by the Original Deed of Conservation Easement or the property rights vested in Grantee upon recording of the Original Deed of Conservation Easement.
- C. **Qualified Organization.** Grantee is a “**qualified organization,**” as defined in I.R.C. § 170(h)(3) and Treas. Reg. § 1.170A-14(c) and is a charitable organization as required under C.R.S. § 38-30.5-104(2), is certified to hold conservation easements for which a state tax credit is claimed by the State of Colorado’s Division of Conservation as outlined in C.R.S. § 12-15-104 and in 4 CCR 752-1, Rule 2.1, for the current year. Grantee is also accredited by the Land Trust Accreditation Commission, a national accreditation program sponsored by the Land Trust Alliance, at this time. Further, Grantee’s mission is to preserve the significant open lands and natural heritage of Colorado through private and public partnerships, innovative land conservation techniques and strategic leadership, and it possesses the resources and commitment to protect and defend the conservation purposes of this grant.
- D. **Conservation Purposes.** Pursuant to I.R.C. § 170(h)(4)(A) and Treas. Reg. § 1.170A-14(d), the conservation purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by, or education of, the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve a historically important land area or certified historic structure.

**The conservation purposes of this Easement (“Conservation Purposes”) are as follows:**

- D1. **Open Space** [Treas. Reg. § 1.170A-14(d)(4)]. The Property qualifies as open space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state or local governmental

conservation policy and will yield a significant public benefit.

**Scenic Enjoyment.** The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The Property provides unobstructed views for the general public across the scenic Wet Mountain Valley with the rugged Sangre de Cristo Mountains as a backdrop. This view can be seen from the entire length of Main Street in the Town of Westcliffe, as well as from Adams Boulevard which borders the Property to the east. Preservation of the Property will continue to provide an opportunity for the general public to appreciate the unobstructed scenic views it provides of an open and undeveloped landscape. The terms of this Deed do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land.

**Clearly Delineated Government Conservation Policy.** Protection of the Property furthers the specific objectives of clearly delineated government conservation policies, including:

The Town of Westcliffe's Parks, Open Space, Trails, and Main Street Master Plan (adopted 1/17/2022) includes the goal to "Provide park amenities to better meet the needs of the public", and identifies objectives of connecting the Bluff Park by trails to other parks, schools, and destinations in town.

The Town of Westcliffe Master Plan (adopted August, 2017) includes planning directions R-1: Encourage and develop recreational opportunities for all residents of Westcliffe, and CI-2: Enhance the visual elements of Westcliffe that reflect and reinforce its ranching, mining, and railroad heritage. The preservation of the Property furthers these objectives by generating and preserving both public recreational opportunities and preserving scenic views from town.

The Custer County Land Use Master Plan (adopted March 22, 2016) includes the land use goal "To preserve Custer County's "rural" character traits - the existing agricultural economy; open space; scenic vistas; wildlife; forestry and mining - through managed development and economic growth". The preservation of the Property will protect open space and scenic views.

**Significant Public Benefit.** Preservation of the Property will continue to provide the opportunity for the general public to visit and use the property and to appreciate its scenic values. There is a foreseeable trend of ongoing development in the Towns of Westcliffe and Silver Cliff, and without permanent protection the Property would be able to be developed in the future, which would eliminate its values as a public park.

**D2. Recreation or Education** [Treas. Reg. § 1.170A-14(d)(2)]. The general public has regular and substantial use of the Property for outdoor recreation or education

purposes. The Property is open to the general public as a park providing outdoor recreational and educational opportunities, with an existing trail system with amenities including benches and tables, and interpretive signage in development. The Property is the site of the Smokey Jack Observatory, with a telescope and facilities that hosts regular night sky viewing events that are open to the public.

**The Conservation Purposes set forth in this Recital D shall hereafter be referred to as the “Conservation Values.” These Conservation Values are of great importance to the Parties, the residents of Custer County, and the State of Colorado.**

- E. *State Policy Concerning Conservation Easements.*** C.R.S. § 33-1-101(1) provides in relevant part that “it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors.” C.R.S. § 35-3.5-101 states in part that “it is the declared policy of the state of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products.” C.R.S. § 38-30.5-102 defines conservation easements in part as a right to maintain land “in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land . . .”
- F. *Conservation Easement.*** This Deed creates a perpetual conservation easement in gross, as defined by C.R.S. §§ 38-30.5-102 and 103 and authorized by C.R.S. 38-30.5-101 *et seq.* and of the nature and character described in this Deed (“**Easement**”).
- G. *Not a Charitable Donation.*** The conveyance of this Easement is not intended to qualify as a charitable gift under I.R.C. § 170(h), Treas. Reg. § 1.170A-14, and C.R.S. § 38-30.5-101 *et seq.*, or any other regulations.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. ***Acknowledgement of Purpose and Intent.*** As a guide to the interpretation of this Deed and administration of this Easement, the Parties, for themselves, and for their successors and assigns, expressly declare their agreement and dedication to the following purpose and intent:
  - 1.1. ***Purpose.*** The purpose of this Easement is to preserve and protect the Conservation Values in perpetuity in accordance with I.R.C. § 170(h), Treas. Reg. § 1.170A-14, and C.R.S. § 38-30.5-101 *et seq.* (“**Purpose**”).
  - 1.2. ***Intent.*** The intent of the Parties is to permit acts on and uses of the Property that are consistent with the Purpose and to restrict or prohibit acts on and uses of the Property that are not consistent with the Purpose (“**Intent**”). In this Deed, “**consistent with the Purpose**” shall mean acts on and uses of the Property that have a positive impact, net neutral impact, or no impact on the Conservation Values as determined by

Grantee in its sole discretion. Nothing in this Deed is intended to compel a specific act on or use of the Property other than the preservation and protection of the Conservation Values.

2. **Conveyance of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, this Easement, an immediately vested interest in real property, in perpetuity.
3. **Rights Conveyed to Grantee.** To accomplish the Purpose, the following rights are hereby conveyed to Grantee, its employees and its representatives:
  - 3.1. To preserve and protect the Conservation Values;
  - 3.2. To receive notice, in the same manner and form as Grantor, of the exercise by others of rights-of-way, easements, mineral rights, water rights, and condemnation related to the Property, and as otherwise set forth in this Deed.
  - 3.3. To prevent acts on or uses of the Property that are not consistent with the Purpose or the express terms of this Deed, and except as limited by Section 9 (Responsibilities of the Parties Not Affected) of this Deed, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent act or use, to a condition consistent with the Purpose;
  - 3.4. To enter upon the Property in order to monitor Grantor's compliance with the terms of this Deed pursuant to Section 10 (Monitoring) of this Deed, and to enforce the terms of this Deed pursuant to Section 11 (Enforcement) of this Deed.
  - 3.5. To access the Property for the purposes set forth in Section 3.4 of this Deed, including vehicular, pedestrian or equestrian access, or using imagery captured by airplane flyover, satellite, drones, or other electronic devices, as necessary or appropriate to exercise Grantee's rights hereunder, over and across any property and all rights-of-way and roads owned by Grantor or over which Grantor has or shall have rights of access to the Property. Grantee may use ATVs or other motorized vehicles to conduct monitoring but shall do so subject to the same limitations as applicable to Grantor.
  - 3.6. To have all Development Rights as defined in Section 16 (Development Rights) of this Deed, except as specifically reserved by Grantor herein.
  - 3.7. To have all other rights conveyed by this Deed.
4. **Rights Retained by Grantor.** Grantor retains the right to perform any act on or use of the Property that is not prohibited or restricted by this Deed, provided that such act or use is consistent with the Purpose.

5. **Documentation of Present Conditions.** Pursuant to Treasury Regulation §1.170A-14(g)(5) and in order to document the condition of the Property as of the date of this Deed, a “**Present Conditions Report**” has been prepared to document the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Present Conditions Report for the Original Conservation Area was prepared by San Isabel Land Protection Trust in 2015 and is updated by an Addendum to the Present Conditions Report that has been prepared by Blue Earth Environmental and dated \_\_\_\_\_ . The Present Conditions Report and Addendum have been provided to the Parties and are acknowledged by the Parties as an accurate representation of the Property at the time of the conveyance. The Present Conditions Report and Addendum will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, the Present Conditions Report and Addendum are not intended to preclude the use of other evidence to establish the condition of the Property as of the date of this Deed.
6. **Property Improvements.** Improvements existing as of the date of this Deed are permitted. All other construction or placement of improvements is prohibited except as provided herein.
- 6.1. **Notice and Approval.** Prior to the placement, construction, replacement or enlargement of any Nonresidential Improvement as permitted by this Section 6, Grantor shall request approval from Grantee in writing not less than sixty (60) calendar days prior to the date Grantor intends to undertake the activity in question. The written notice shall describe the location, Footprint and Height (see definitions in 6.2.7 and 6.2.8 below) of the proposed improvement in sufficient detail to allow Grantee to evaluate the consistency of the proposed improvement with the Purpose. The proposed activity may only proceed subject to Grantee’s approval pursuant to Section 23 (Grantee’s Approval). Such improvements that are outlined within an approved management plan pursuant to Section 7, Resource Management, shall be deemed approved by Grantee.
- 6.2. **Residential and Nonresidential Improvements.** Residential Improvements are prohibited on the Property. The construction, placement, replacement, enlargement, maintenance and repair of nonresidential improvements, whether temporary or permanent, are only permitted pursuant to the limitations set forth herein. For purposes of this Deed, “**Residential Improvements**” are defined as covered structures containing habitable space, including houses, cabins, guest houses, mobile homes, tiny homes and any space attached to a house, cabin or guest house and any other structures intended for full or part-time human habitation. For purposes of this Deed, “**Nonresidential Improvements**” are defined as covered structures not intended for human habitation, and which are intended to be public park structures and amenities which provide for the enjoyment of the Property by the public, as detailed below.
- 6.2.1. **View Protection Zone.** A View Protection Zone has been established, as generally depicted on Exhibit D, with the intent to minimize visual disturbance and preserve open views from Adams Boulevard and Main Street. Within the View Protection Zone all permanent Improvements that would impair the scenic views are prohibited. Park amenities, including but not

limited to benches and tables, further described in section 6.1.2 below, utilities, further described in section 6.2.5 below, and Temporary Structures, further described in section 6.1.3 below, will be permitted if consistent with the Purpose.

- 6.2.2. **Public Park Amenities.** Grantor reserves the right to construct, place, replace, or enlarge minor Nonresidential Improvements for the enjoyment for the Property by the public such as park benches, picnic tables, signage, a community garden, bike racks, lights, signs, drinking fountains, trash and recycling containers, pet cleanup stations, landscaping, or other amenities supporting the public's use and enjoyment of the Property ("**Park Amenities**"), subject to Grantee's approval pursuant to Section 23 (Grantee's Approval). When approved, such amenities may be located anywhere on the Property.
- 6.2.3. **Temporary Structures.** Grantor reserves the right to place temporary, portable structures or improvements, such as event tents, portable restrooms, seating, and trash bins, anywhere on the Property, provided that such structures or improvements may not be in place more than twenty (20) consecutive days.
- 6.2.4. **Building Envelopes.** There shall be two (2) building envelopes permitted on the Property (individually referred to herein as "**Northern Building Envelope**" and "**Southern Building Envelope**", and collectively referred to herein as the "**Building Envelopes**"). All Nonresidential Improvements (with the exception of Park Amenities permitted by Section 6.2.2. above) permitted by this Deed and constructed after the date of this Deed shall be located within the Building Envelopes.
- 6.2.4.1. **Northern Building Envelope.** The Northern Building Envelope consists of one and two-tenths (1.2) acres. The location of the Northern Building Envelope is generally depicted on Exhibit D. On the date of this Deed, no improvements are located within the Northern Building Envelope. The Northern Building Envelope overlaps with an approximately two (2)-acre dirt parking lot.

Grantor may construct, place, replace, or enlarge Nonresidential Improvements within the Northern Building Envelope subject to the following limitations and only with Grantee approval pursuant to Section 23 (Grantee's Approval) of this Deed.

- 6.2.4.1.1. The maximum number of Nonresidential Improvements (including attached appurtenances) shall not exceed two (2).

- 6.2.4.1.2. The total cumulative Footprint for all Nonresidential Improvements shall not exceed ten thousand (10,000) square feet.
- 6.2.4.1.3. The maximum Height for each Nonresidential Improvement shall not exceed thirty (30) feet.
- 6.2.4.1.4. Improvements in excess of the foregoing require Grantee approval pursuant to Section 23 (Grantee's Approval) of this Deed.

6.2.4.2. ***Southern Building Envelope.*** The Southern Building Envelope consists of seven-tenths (0.7) acres of Additional Property. On the date of this Deed, four Nonresidential Improvements are located within the Southern Building Envelope, including the Smokey Jack Observatory, a small shed, and a restroom.

- 6.2.4.2.1. The maximum number of Nonresidential Improvements (including attached appurtenances) shall not exceed five (5).
- 6.2.4.2.2. The total cumulative Footprint for all Nonresidential Improvements shall not exceed three-thousand (3,000) square feet.
- 6.2.4.2.3. The maximum Height for each Nonresidential Improvement shall not exceed fifteen (15) feet.
- 6.2.4.2.4. Improvements in excess of the foregoing require Grantee approval pursuant to Section 23 (Grantee's Approval) of this Deed.

6.2.5. ***Outside of the Building Envelopes.*** On the date of this Deed, no Nonresidential Improvements are located outside of the Building Envelopes except Park Amenities. No Nonresidential Improvements except for Park Amenities or Temporary Structures are permitted outside of the Building Envelopes.

6.2.6. ***Repair and Maintenance.*** Grantor may repair, maintain, or replace, permitted improvements without further approval of Grantee.

6.2.7. ***Definition of Footprint.*** For purposes of this Deed, Footprint is defined as the total ground area occupied by a Residential Improvement or Nonresidential Improvement, calculated on the basis of the exterior dimensions (whether at or above ground level) ("**Footprint**").



6.2.8. **Measurement of Height.** For purposes of this Deed, Height is defined as the vertical distance from the low point of the grade at the structure perimeter to the high point of the structure, (“**Height**”). For the purposes of this Deed, “**Grade at the structure perimeter**” means that either the natural grade or the finished grade, whichever is lower in elevation.

6.3. **Other Improvements.**

6.3.1. **Roads.** For purposes of this Deed, “**Improved Roads**” is defined as any road, driveway or parking area that is graded, or has a surface other than the existing natural earthen material. For purposes of this Deed, “**Unimproved Roads**” is defined as any track greater than four (4) feet wide where the existing natural earthen material is the driving surface, and is not graded.

6.3.2. **Improved Roads.** No Improved or Unimproved Roads shall be constructed or established outside of the Building Envelopes except for those existing roads as shown in the Present Conditions Report or unless approved by Grantee pursuant to Section 23 (Grantee’s Approval) of this Deed. The existing roads and parking lots may be hardened with permeable materials or paved, with the exception of the lower parking lot on the northern parcel which may not be paved so as to protect the hydrological functions of the Chloride Gulch floodplain.

6.3.3. **Trails.** For purposes of this Deed, “**Trails**” is defined as any path less than four (4) feet wide constructed or established for human use but shall not include trails established by wildlife or livestock. New trails may be constructed or established or existing trails may be modified or extended only with Grantee’s approval pursuant to Section 23 (Grantee’s Approval) of this Deed.

6.3.4. **Fences.** Existing fences may be maintained, repaired and replaced. New fences may be built anywhere on the Property with Grantee Approval subject to Section 23 (Grantee’s Approval), provided that the location and design of said fences are consistent with the Purpose. Temporary fences related to permitted uses are permitted.

6.3.5. **Signs.** Existing signs may be maintained, repaired and replaced (with signs similar in character and size) in their current location. New signs may be placed and maintained on the Property provided that the number and size of the new signs are consistent with the Purpose. Temporary signs related to permitted uses are permitted.

6.3.6. **Outdoor Lighting.** The installation of permanent outdoor lighting is prohibited, unless such lighting is fully shielded so that all light rays emitted are projected below, and not above, the horizontal plan of the fixture. Temporary lighting related to permitted uses are permitted.

- 6.3.7. **Utility Improvements.** Existing energy generation or transmission infrastructure and other utility improvements, including but not limited to: (i) natural gas distribution pipelines, electric power lines, and transformers; (ii) telephone and communications lines; (iii) septic systems; (iv) domestic water storage and delivery systems; and (v) energy generation and storage systems including, but not limited to, wind, solar, geothermal, or hydroelectric (“**Utility Improvements**”), may be repaired or replaced with an improvement of similar size and type at their current locations on the Property without further approval from Grantee. Existing Utility Improvements may be enlarged and new Utility Improvements may be constructed on the Property, provided that all utility lines shall be buried underground, and are subject to Grantee’s approval pursuant to Section 23 (Grantee’s Approval).
- 6.3.7.1. **Additional Requirements.** Following the repair, replacement, enlargement or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. Any easement, right of way or other interest granted to a third party or otherwise reserved, to be used for Utility Improvements is subject to Section 8.9 (Easements, Rights of Way or Other Interests) of this Deed.
- 6.3.7.2. **Generation of Excess Energy.** Any energy generated on the Property in accordance with this Section 6.2.6 that incidentally is in excess of Grantor’s consumption may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by Colorado law.
- 6.3.7.3. **Geothermal Resources.** Within the Building Envelopes, the development and use of geothermal resources is permitted without Grantee’s approval, provided that such development and use is consistent with the Purpose. Outside the Building Envelopes, the development and use of geothermal resources is prohibited without Grantee approval pursuant to Section 23 (Grantee’s Approval) of this Deed.
- 6.3.8. **Water Improvements.** The maintenance, repair, or replacement (with similar size and type and location) of existing non-domestic water improvements such as ponds, reservoirs, stock tanks, center pivot sprinklers, irrigation ditches, pipes, headgates, flumes, pumps, or wells is permitted. The construction of new non-domestic water improvements or enlargement of existing non-domestic water improvements, excluding ponds and reservoirs, is permitted provided that such activity is consistent with the Purpose. The enlargement of existing ponds or reservoirs, or the construction of new ponds or reservoirs, is permitted if approved by Grantee pursuant to Section 23 (Grantee’s Approval) of this Deed. Any portion of the Property that is disturbed by the

maintenance, replacement, repair, construction or enlargement of non-domestic water improvements shall be restored to a condition that is consistent with the Purpose promptly after said activity is completed.

7. **Resource Management.** The Parties recognize the importance of good resource management and stewardship to preserve and protect the Conservation Values. Long term stewardship and management goals include preserving soil productivity, preventing soil erosion, minimizing invasive species, minimizing loss of vegetative cover, and maintaining the functionality and availability of the Property and its amenities to the public. To this end, the following uses of the Property shall be conducted in accordance with the provisions below.

The Property shall be operated and managed in accordance with a land management plan prepared by Grantor in coordination with Grantee and approved by Grantee pursuant to Section 23 (Grantee's Approval) of this Deed, which plan shall be initially agreed upon within one year of the date of this Easement and incorporated with this Deed by this reference, and further shall be reviewed as needed and updated when deemed necessary by the Parties. If the Parties fail to update the land management plan, the most recent land management plan shall remain in full force and effect. Any violation of the land management plan will be a violation of the Deed due to its incorporation herewith and enforceable in accordance with the terms of the Deed.

The land management plan may include new Park Amenities and Nonresidential Improvements to serve the Purpose and management goals for the Property. Approval of the management plan confers approval of all such improvements and actions contained therein.

If Grantee believes any resource management practice(s) are not consistent with the Purpose, Grantee, in addition to all of its rights under this Deed, may request that the Parties consult with a mutually acceptable resource management professional. This professional will provide written recommendations for said resource management practice(s). The professional's written recommendations are subject to Grantee's approval pursuant to Section 23 (Grantee's Approval) of this Deed, and any recommendations so approved by Grantee will be documented in a management plan. The cost of this consultation shall be borne by Grantor. Such management plan or any of the plans described under this Section 7 shall be incorporated with this Deed by this reference and enforceable in accordance with the terms of the Deed, such that any violation of a plan will be considered a violation of the Deed, enforceable under Section 11 (Enforcement).

- 7.1. **Minerals.** For the purposes of this Deed, minerals shall be defined as soil, sand, gravel, rock, stone, decorative stone, gold and other rare earth elements, oil, natural gas, coalbed methane (including any and all substances produced in association therewith from coalbearing formations), hydrocarbon, fossil fuel, or any other mineral substance, of any kind or description, on, in, under or part of the Property (collectively referred to as "**Minerals**").

- 7.1.1. **Ownership of Minerals.** As of the date of this Deed, Grantor does not own all rights and interests in the Minerals and Mineral rights located on, under, or in

the Property or otherwise associated with the Property. For this reason, a minerals assessment report of the Original Conservation Area was completed by Headwaters Explorations dated November 11, 2014, in compliance with I.R.C. § 170(h)(5)(B)(ii) and Treas. Reg. § 1.170A-14(g)(4). This report has been updated by Rare Earth Sciences dated \_\_\_\_\_. Both reports concluded that, as of the date of the Original Deed of Conservation Easement, the probability of extraction or removal of Minerals from the Property by any surface mining method is so remote as to be negligible. Grantee has determined that this evaluation remains valid as of the date of this Deed for the entire Property. Grantor shall not transfer or otherwise separate the rights or interests in and to any Minerals from the Property.

- 7.1.2. **Mineral Development.** The exploration, development, mining or other extraction or removal of Minerals, conducted on, under, or in the Property or otherwise associated with the Property by any method is prohibited except as otherwise set forth herein. Notwithstanding the foregoing, subject to Grantee's approval pursuant to Section 23 (Grantee's Approval), Grantor may permit subsurface access to Minerals from locations off the Property, provided that Grantor shall not permit such subsurface access to disturb the lateral and subjacent support of the Property, and further provided that (i) there is no surface occupancy related to such subsurface access, including but not limited to, the location of all equipment, pumps, storage facilities, pipelines, roads and any other infrastructure, (ii) any other activities necessary for extraction, storage, or transportation shall be located off the Property, (iii) any extraction shall take place off the Property and shall not cause impacts to the Property that are not consistent with the Purpose, and (iii) the method and means of extraction is consistent with the Purpose.
- 7.1.3. **Notice Related to Minerals.** Grantor agrees that by granting this Easement to Grantee, Grantor has granted Grantee a real property interest in the Property, and by so doing, given Grantee the same legal rights as Grantor to influence and control impacts to the surface of the Property from exploration or development of Minerals including directing the reclamation of those impacts. This Easement does not grant any right to Grantee to receive any income, royalties or lease payments from exploration or development of the Minerals. If Grantor is contacted verbally or in writing regarding the exploration for, lease or severance of Minerals or the creation of a Mineral Document (defined below), Grantor shall provide written notice, copy, or description to Grantee of said contact within ten (10) days.
- 7.1.3.1. **Definition of Mineral Document.** For purposes of this Deed, the term "**Mineral Document**" shall mean any lease, pooling agreement, unitization agreement, surface use agreement, no-surface occupancy agreement, or any other instrument related to Minerals.

- 7.1.3.2. **Approval of Mineral Document Required.** Grantor shall not enter into any Mineral Document, or amend or renew any existing Mineral Document, without Grantee approval pursuant to Section 23 (Grantee's Approval) to ensure that said document is consistent with the Purpose and this Section, and Grantee shall have the right, but not the obligation, to be a party to any such agreement, if Grantee chooses, in its sole discretion. Grantee shall have the right to charge an administrative fee to, and require reimbursement for consultant's and attorney's fees from, Grantor for time and costs associated with review of any Mineral Document.
- 7.2. **Recreation.** Low-impact recreational uses such as wildlife watching, hiking, picnicking, and cross-country skiing, are permitted, provided they are consistent with the Purpose. Grantor shall not develop improvements which would result in high impact uses, such as disc or traditional golf courses, ropes courses, athletic and sports fields, campgrounds, ziplines, or courses for any motorized or nonmotorized vehicles.
- 7.3. **Weeds.** The Parties recognize the potential negative impact of noxious weeds and invasive plant species on the Conservation Values. Grantor shall manage noxious weeds and invasive plant species in a manner consistent with the Purpose and with Colorado law. Grantee has no responsibility for the management of noxious weeds and invasive plant species.
- 7.4. **Water Rights.** No water rights are associated with or included in the Property subject to this Easement.
8. **Restricted Acts and Uses.**
- 8.1. **Division of the Property.** At the time of the conveyance of this Easement, the Property may consist of more than one (1) parcel for purposes of county tax assessment or may have been conveyed to Grantor by one (1) or more separate deeds. Notwithstanding the number of separate parcels or deeds conveying the Property, the Property may be granted, sold, exchanged, devised, gifted, transferred, encumbered or otherwise conveyed in unified title as one (1) parcel only, subject to the provisions of this Deed, even if the Property still consists of more than one parcel for purposes of county tax assessment. The division, subdivision, or de facto subdivision of the Property by legal or physical process (including, but not limited to, platting, exemption from platting, testamentary division, or other process by which the Property is divided in ownership or in which legal or equitable title to different portions of the Property are held by different owners), into two or more parcels of land, or partial or separate interests (including, but not limited to, the allocation of property rights among partners, shareholders or members of any legal entity, creation of a horizontal property regime, condominium interests, interval or time-share interests, judicial partition or the partition in-kind of undivided interests) (individually or collectively a "**Division of the Property**") is prohibited. Ownership of the single parcel by joint tenancy or tenancy in common is permitted, consistent with Sections

31 (Joint and Several Liability) and 32 (Ownership by Single Entity Consisting of Multiple Parties) of this Deed; provided, however, that Grantor shall not undertake any legal proceeding to make a Division of the Property.

- 8.2. **Surface Disturbance.** Any alteration of the surface of the land, including without limitation, the movement, or removal of soil, sand, gravel, rock, peat, sod, artifacts, animal bone and remains, or paleontological (fossil) resources, is prohibited, unless such alteration is incidental to permitted acts on and uses of the Property, such as construction of permitted improvements and landscaping, and is consistent with the Purpose.
- 8.3. **Industrial or Commercial Activity.** Industrial uses of the Property are prohibited. Commercial uses of the Property that are not consistent with the Purpose are prohibited, and no business enterprises may be permanently located on the Property. Temporary businesses related to permitted uses are permitted.
- 8.4. **Feedlot.** The establishment or maintenance of a feedlot is prohibited. For purposes of this Deed, “**feedlot**” is defined as a permanently constructed confined area or facility which is used and maintained continuously for purposes of feeding or finishing large numbers of livestock.
- 8.5. **Public Access.** The Property shall remain open to the general public except for closures as determined by Grantor to be necessary for private events, maintenance, construction, and public health and safety. Grantor shall ensure that any public access is consistent with Colorado’s recreational use statute C.R.S. § 33-41-101, *et seq.*, and shall provide indemnity to Grantee for the public’s access to and use of the Property.
- 8.6. **Monitoring and Enforcement of Violations by Members of the Public.** The Parties agree that Grantor bears responsibility to monitor and enforce this Easement against the public for uses of the Property that are inconsistent with the Purpose and for violations of this Easement or the provisions of the Land Management Plan.
- 8.7. **Trash.** The dumping or accumulation of any kind of trash, sludge, or refuse on the Property is prohibited, except for trash and refuse produced on the Property and as consistent with the Purpose. Grantor shall take appropriate measures to ensure that adequate trash disposal facilities exist (as permitted in 6.1.2) to mitigate use of the Property and shall arrange for collection and offsite disposal of such trash.
- 8.8. **Hazardous Materials.** For purposes of this Deed, “**Hazardous Materials**” shall mean any “**hazardous substance**” as defined in 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“**CERCLA**”), “**pollutant or contaminant**” as defined in 42 U.S.C. § 9601(33) of CERCLA, or any “**hazardous waste**” as defined in C.R.S. § 25-15-101(6) and 40 C.F.R. § 302.4 which provides a non-exhaustive list of over 600 substances that qualify as hazardous substances under CERCLA. The

temporary use, treatment, storage, disposal, or release of Hazardous Materials shall only be permitted in accordance with applicable, federal, state and local law and regulations.

- 8.9. ***Motorized Vehicle Operation.*** The operation of motorized vehicles for purposes associated with permitted acts on and uses of the Property is permitted provided that such operation is consistent with the Purpose.
- 8.10. ***Easements, Rights of Way or Other Interests.*** The conveyance or modification of an easement, right of way, Mineral Document, Water Agreement, or other similar interest is prohibited unless approved by Grantee pursuant to Section 23 (Grantee's Approval) of this Deed.
- 8.11. ***Courses.*** Off Road courses for snowmobiles, all-terrain vehicles, motorcycles, or any motorized or nonmotorized vehicles are prohibited.
- 8.12. ***Towers.*** Towers and utility poles are prohibited except within the Building Envelopes and conforming with the height limitations described therein.
- 8.13. ***Miscellaneous Prohibited Improvements.*** Any additional improvements not addressed elsewhere in this Deed are prohibited unless consistent with the Purpose and subject to Grantee Approval pursuant to Section 23 (Grantee's Approval) of this Deed.
9. ***Responsibilities of the Parties Not Affected.*** Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Notwithstanding the foregoing, Grantor shall take reasonable efforts to prevent third parties from performing, and shall not knowingly or negligently allow third parties to perform, any act on or affecting the Property that is not consistent with the Purpose or the express terms of this Deed. Grantor shall continue to be solely responsible for and Grantee shall have no obligation for the upkeep and maintenance of the Property, and Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:
- 9.1. ***Taxes.*** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

9.2. *Liability.*

9.2.1. *Environmental Liability.*

9.2.1.1. Grantor shall indemnify, defend, and hold Grantee and its members, officers, directors, employees, agents, and contractors (collectively, the “**Indemnified Parties**”) harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys’ fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property.

9.2.1.1.1. Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee for Hazardous Materials, nor does it make Grantee an owner of the Property, nor does it require Grantee to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation.

9.2.1.2. **Grantor’s Liability.** Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys’ fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. § 13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property.

9.2.1.3. **Grantee’s Liability.** Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney’s fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising solely out of the Indemnified Parties’ actions on the Property.



9.2.1.4. **Governmental Immunity.** Nothing herein shall be construed to abrogate or diminish any protections and limitations afforded to Grantor by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. as amended, or other law.

10. **Monitoring.** In order to monitor Grantor's compliance with the terms of this Deed, Grantee has the right to enter upon the Property as described in Section 3.4, and 3.5 above upon reasonable prior notice to Grantor, except in cases of immediate entry described in Section 11.1 below. Said notice need not be in writing. Grantee may engage such experts or consultants that Grantee deems necessary to assist in monitoring, including conducting aerial flyovers or using satellite imagery of the Property. Such entry shall not unreasonably interfere with Grantor's use or the Public's use of the Property.

11. **Enforcement.**

11.1. **General Provisions.** Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. If Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of the terms of this Deed, Grantee may enter the Property without advance notice. If such entry occurs, Grantee shall notify Grantor within a reasonable time thereafter. If Grantee determines that a violation has occurred, Grantee shall notify Grantor of the nature of the alleged violation. Said notice need not be in writing. Upon receipt of said notice, Grantor shall immediately cease the alleged violation and either (i) if necessary, provide a written plan for restoration and remediation of the Property and, once approved by Grantee pursuant to Section 23 (Grantee's Approval) of this Deed, restore or remediate the Property in accordance with the plan; or (ii) provide written documentation demonstrating that the activity is permitted and is not a violation. Grantee's acceptance of Grantor's actions under (i) or (ii) above shall be in Grantee's sole discretion, and shall be confirmed by Grantee in writing. If Grantor is unable or unwilling to immediately cease the alleged violation, and comply with (i) or (ii) above, the Parties agree to resolve the dispute through mediation or judicial process. At any point in time, Grantee may take appropriate legal action, including seeking an injunction, to stop the alleged violation.

11.2. **Costs and Fee Recovery.** Grantor shall pay all costs and fees incurred by Grantee in administration of any dispute regarding this Deed, including, without limitation, costs and expenses of investigation, dispute management, negotiation, mediation, settlement or suit, and fees of attorneys, experts, and consultants, staff time and any fees and costs of restoration, remediation or other damage correction necessitated by any such action which shall be borne by Grantor.

11.3. **Grantee's Discretion.** Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108. Enforcement of the terms of this Deed shall be at the sole discretion of Grantee, and the failure of Grantee to discover a violation or

to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

12. **Deed Correction.** The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including but not limited to, typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, with all associated costs being apportioned as the Parties may mutually agree.
13. **Amendment.** This Deed may be amended only with the approval of Grantor, in Grantor's sole discretion, and the approval of Grantee pursuant to Section 23 (Grantee's Approval) of this Deed. The amendment (a) shall have a positive, or at least a neutral, effect on or impact to the Conservation Values, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) complies with all federal, state, and local laws, including C.R.S. § 38-30.5-101 *et seq.*, or any regulations promulgated thereunder, (d) shall be consistent with Grantee's mission, (e) shall not jeopardize Grantee's tax-exempt status or status as a charitable organization under federal or state law, (f) shall not result in private inurement or confer impermissible private benefit, and (g) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time). Amendment of the Easement shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances. In order to preserve the Easement's priority, Grantee may require that any liens, mortgages, easements, or other encumbrances be subordinated to any proposed amendment. Nothing in this Section shall be construed as requiring Grantee to agree to any particular proposed amendment. Grantee shall have the right to charge a fee to Grantor for time and costs associated with any amendment. Any amendment must be in writing, signed by the Parties, and recorded in the official records of Custer County, Colorado.
14. **Transfer of Easement.** This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h), authorized to hold conservation easements under C.R.S. § 38-30.5-101 *et seq.* and certified by the Division of Conservation under C.R.S. § 12-15-104 and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), and (iii) above.
15. **Transfer of Property.** Any time the Property is transferred by Grantor to any third party, Grantor shall notify Grantee in writing within five (5) business days after closing using the form in Exhibit E and shall include a copy of the new ownership deed. The document of conveyance shall expressly refer to this Deed. Grantor shall pay a fee of 1/4 of 1% of the purchase price, including the value of non-cash consideration, to Grantee as holder of the real property interest and right of access and enforcement represented by this Deed, excluding transfer to Grantor's direct descendants and family members, as defined by the Internal Revenue Code, and excluding transfers for the sole purpose of changing the type of legal entity by which title is held. This provision is intended to run with the land in perpetuity, and

to touch and concern the Property burdened by this Easement by providing Grantee a contribution towards its stewardship, enforcement and defense of this Easement.

16. **Development Rights.** For purposes of this Deed, “**Development Rights**” are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any improvements on the Property; (ii) make a Division of the Property; or (iii) receive credit for density for development on or off the Property. By this Deed, Grantor conveys to Grantee all Development Rights associated with the Property except those Development Rights specifically reserved by Grantor, which include rights related to Residential Improvements and Nonresidential Improvements pursuant to Section 6.1 (Residential and Nonresidential Improvements) of this Deed. Therefore, Grantor does not have the right to use or transfer any Development Rights held by Grantee. Grantee agrees that it shall hold such Development Rights and shall not use or transfer said Development Rights.
17. **Condemnation.** Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall have the right to participate in any proceedings as a real property interest holder. Condemnation shall proceed in accordance with C.R.S. §§ 38-30.5-107 and 107.5. Grantee may pursue any remedies in law or in equity, including opposition to the condemnation of the Property. If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, Grantee shall be entitled to compensation determined as provided in Section 19 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed as well as any and all incidental or direct damages resulting from the taking.
18. **Termination or Extinguishment of Easement.** Except as provided in Section 17 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished under Treas. Reg. § 1.170A-14(g)(6)(i), by judicial proceedings in a court of competent jurisdiction if a subsequent unexpected change in the conditions surrounding the Property that is the subject of a donation under this paragraph can make impossible or impractical the continued use of the Property for the Conservation Purposes. In addition, any termination or extinguishment of this Easement must comply with the provisions of C.R.S. § 38-30.5-107 that if it is determined that conditions on or surrounding a property encumbered by a conservation easement in gross change so that it becomes impossible to fulfill its conservation purposes that are defined in the deed of conservation easement, a court with jurisdiction may, at the joint request of both the owner of property encumbered by a conservation easement and the holder of the easement, terminate, release, extinguish, or abandon the conservation easement. Pursuant to Treas. Reg. § 1.170A-14(g)(6)(i), in the event of any such termination by judicial proceedings, Grantee shall be entitled to the proceeds from a subsequent sale of all or any portion of the Property (or any property received in connection with an exchange or involuntary conversion of the Property) at the time of such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, as provided in Section 19 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed, provided such proceeds are

used by Grantee in a manner consistent with the Conservation Purposes of this Deed.

**19. Compensation upon Condemnation, Termination, or Extinguishment.**

19.1. This Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the Easement, as of the date of this Deed, bears to the value of the Property as a whole, on the date of this Deed, in accordance with Treas. Reg. § 1.170A-14(g)(6)(ii) (“**Grantee’s Proportionate Share**”). The Original Deed of Conservation Easement included an appraisal of the Original Conservation Area that indicated that the fair market value of the Original Deed of Conservation Easement and Grantee’s Proportionate Share, represented as a percentage is equal to eighty-eight percent (88%) of the fair market value on the date of the Original Deed of the Original Conservation Area as if unencumbered by the Easement and which percentage shall remain constant and be applied pursuant to Treas. Reg. § 1.170A-14(g)(6)(ii). The Parties agree that the Grantee’s Proportionate Share for the Additional Property is equal to the value of the Original Deed of Conservation Easement at eighty-eight percent 88% such that the entire Property now encumbered by the Amended and Restated Deed of Conservation Easement and Grantee’s Proportionate Share therefor represented as a percentage is equal to eighty-eight percent (88%). Any such compensation in the case of condemnation, termination, or extinguishment shall use the Proportionate Share percentage of eighty-eight percent (88%).

19.2. If the Property is condemned, in whole or in part, pursuant to Section 17 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 18 (Termination or Extinguishment of Easement), Grantee’s Proportionate Share shall remain constant such that upon extinguishment of the Easement and subsequent sale, exchange, or involuntary conversion of the Property, including condemnation or taking of all or a portion of the Property, Grantee is entitled to a portion of the proceeds at least equal to Grantee’s Proportionate Share of the fair market value of the Property as if unencumbered by the Easement, unless state law provides that Grantor is entitled to the full proceeds from the conversion without regard to the terms of the Easement. In any such action, Grantor shall not accept less than full fair market value of the affected Property unrestricted by this Easement.

19.3. Grantee’s use of its share of such proceeds shall comply with Treas. Reg. § 1.170A-14(g)(6)(i) and (ii).

19.4. Grantee’s remedies described in this Section shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.

**20. No Merger or Adverse Possession.** Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this

Deed. The Easement shall not in whole or in part be released, terminated, extinguished, or abandoned by merger with the underlying fee interest in the real property or water rights, in view of the public interest and investment in the Easement's perpetual existence and enforcement pursuant to C.R.S. Section 38-30.5-107. Further, it is the intent of the Parties that this Easement cannot be abandoned, released, terminated, extinguished or otherwise affected in any manner by adverse possession given the Parties' conservation intent and Grantor's conservation use and actual possession of the Property, which altogether shall defeat any claims of adverse possession.

21. **Perpetual Duration.** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each Party's rights and obligations under the Easement created by this Deed shall terminate (as to such Party, but not as to such Party's successor, who shall be bound as provided herein) upon a transfer of the Party's entire interest in this Easement or the Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.
22. **Change of Circumstance.** Grantor has considered that restricted acts or uses may become more economically valuable than permitted acts or uses. It is the intent and agreement of the Parties that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to Section 18 (Termination or Extinguishment of Easement) of this Deed. In addition, the inability to carry on any or all of the permitted acts and uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to Section 18 (Termination or Extinguishment of Easement) of this Deed.
23. **Grantee's Approval.** Where Grantee's approval is required by this Deed, Grantor shall provide a written request for approval to Grantee not less than sixty (60) calendar days prior to the date Grantor intends to undertake the act or use, with sufficient detail (*i.e.* location, size, scope, design and nature) to allow Grantee to evaluate the consistency of the proposed act or use with the Purpose. Grantee shall approve or deny Grantor's written request, or notify Grantor of a delay in Grantee's decision, in writing within forty-five (45) calendar days of receipt of Grantor's written request. Grantee shall only approve acts or uses that Grantee determines, in its sole discretion, are consistent with the Purpose. Grantor shall not engage in the proposed act or use until Grantor receives Grantee's approval in writing. Grantee may charge Grantor for costs associated with the evaluation of the proposed use or activity and incurred by Grantee, including, but not limited to, legal fees, and resource specialist fees.
24. **Written Notices.** Any written notice that either Party is required to give to the other shall be delivered: (i) in person; (ii) via certified mail, with return receipt requested; (iii) via a commercial delivery service that provides proof of delivery; or (iv) via any delivery method mutually agreed to by the Parties, to the following addresses, unless one Party has been notified by the other Party of a change of address or ownership.

Grantor: Town of Westcliffe  
P.O. Box 406  
Westcliffe, CO 81252  
Phone: 719-783-2282

Grantee: Colorado Open Lands  
1546 Cole Boulevard, Suite 200  
Lakewood, Colorado 80401  
(303) 988-2373

If above addresses change, the Parties shall provide updated information to one another in a timely manner. If a notice mailed to either Party at the last address on file is returned as undeliverable, the sending Party shall provide notice by regular mail to the other Party's last known address on file with the tax assessor's office of the county in which the Property lies, and the mailing of such notice shall be deemed in compliance with this Section. Notice given to the designated representative of a trust or business entity shall be deemed notice to the trust or business entity, and notice given to the designated representative of a common or jointly held ownership shall be deemed notice to all owners.

**25. *Liens on the Property.***

25.1. ***Current Liens.*** There are no current liens against the Property.

25.2. ***Subsequent Liens.*** No provisions of this Deed should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is and shall remain subordinate to this Deed or any amendments hereto.

**26. *Grantor's Representations and Warranties.***

26.1. Grantor represents and warrants that Grantor: i) has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except ad valorem property taxes for the current year; ii) has the right to grant access to the Property to Grantee for the purposes described in this Deed and has in fact granted said access to Grantee; and iii) shall defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

26.2. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

26.2.1. No Hazardous Materials exist or have been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property; there has been no release or threatened release of any hazardous materials on, at, beneath, or from the Property; and there are no underground storage tanks located on the Property;

- 26.2.2. Grantor and the Property are in compliance with all federal state, and local laws, regulations, and requirements applicable to the Property and its use;
- 26.2.3. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- 26.2.4. No civil or criminal proceedings or investigations have been threatened or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.
27. **Acceptance.** Grantee hereby accepts without reservation the rights and obligations created by this Deed for which no goods or services were exchanged or provided.
28. **General Provisions:**
- 28.1. **Severability.** If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 28.2. **Captions.** The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.
- 28.3. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.
- 28.4. **Controlling Law.** The provisions of this Deed are subject to the laws of the United States and the State of Colorado as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder.
- 28.5. **Liberal Construction.** The provisions of this Deed are to be liberally construed in favor of the grant to effect the Purpose of the Easement and the policy and purpose of C.R.S. §38-30.5-101 *et seq.*, and any ambiguities or questions regarding the validity of specific provisions shall be interpreted in favor of maintaining the Purpose. If any provision in this instrument is found to be ambiguous, an interpretation consistent with ensuring continuation of the Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid. Any decisions resolving such ambiguities or questions shall be documented in writing. The common law rules of construction and of disfavoring restrictions on the alienation and use of real property and construing restrictions in favor of the free and unrestricted use of

real property shall not apply to interpretations of this Easement or to disputes between the Parties concerning the meaning of particular provisions of this Easement.

- 28.6. **Counterparts.** The Parties may execute this Deed in two or more counterparts which shall, in the aggregate, be signed by all parties. All counterparts, when taken together, shall constitute this Deed, and shall be deemed the original instrument as against any party who has signed it.
- 28.7. **Entire Agreement.** This Deed sets forth the entire agreement of the Parties with respect to the terms of this Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Deed, all of which are merged herein. Upon execution and recordation of this Deed, the Original Deed is hereby amended and restated in its entirety by this Deed, and the Original Deed shall be superseded by this Deed and have no further force or effect; provided, however, that such amendment and restatement shall not interrupt the perpetual duration of the Original Deed or the property rights which vested in Grantee upon the recording of the Original Deed.
29. **Recording.** The Parties shall record this Deed in a timely fashion in the official records of Custer County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement. At any time, Grantee may also record a separate notice of Deed in the records of Custer County, Colorado.
30. **No Third Party Enforcement.** This Deed is entered into by and between the Parties, and does not create rights or responsibilities for the enforcement of its terms in any third parties.
31. **Joint and Several Liability.** If Grantor at any time owns the Property in joint tenancy or tenancy in common, Grantor shall be jointly and severally liable for all obligations set forth in this Deed.
32. **Ownership by Single Entity Consisting of Multiple Parties.** If Grantor at any time is an entity which consists of shareholders, partners or members, such Grantor entity is required to include in its operating agreement, bylaws or other documents setting forth the rights and responsibilities of the entity, the right of the entity to assess such shareholders, partners or members for any monetary or other obligations of the entity set forth in this Deed. Grantor shall provide a copy of such documentation at any time upon Grantee's request.
33. **Authority to Execute.** Each party represents to the other that such party has full power and authority to execute and deliver this Deed, and perform its obligations under this Easement, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.
34. **Environmental Attributes.** Grantor hereby reserves all Environmental Attributes associated with the Property. "**Environmental Attributes**" is defined as any and all tax or other credits, benefits, renewable energy certificates, emissions reductions, offsets, and allowances



(including but not limited to water, riparian, greenhouse gas, beneficial use, and renewable energy), generated from or attributable to the conservation, preservation and management of the Property that are consistent with the Purpose and the terms of this Easement. Nothing in this Section 34 shall modify the restrictions imposed by this Easement or otherwise impair the preservation and protection of the Conservation Values.

35. ***Tax Benefits.*** Grantor acknowledges that Grantor is responsible for obtaining legal and accounting counsel to advise Grantor regarding the applicability of federal or state tax benefits that might arise from the donation of the Easement. Grantee makes no representation or warranty that Grantor will receive tax benefits for the donation of the Easement.

36. ***Termination of Rights and Obligations.*** A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.**

**IN WITNESS WHEREOF, the Parties, intending to legally bind themselves, have set their hands on the date first written above.**





**EXHIBIT A**

**Legal Description of the Property**

***PENDING LOT LINE ADJUSTMENT***

**EXHIBIT B**

**Legal Description of Original Conservation Area**

Lots 2 and 3, Block 5, Adams Addition to the Town of Westcliffe, Filing No. 1 Amended, also known as Adams Addition to the Town of Westcliffe No. 1, in the Town of Westcliffe, County of Custer, State of Colorado

**EXHIBIT C**

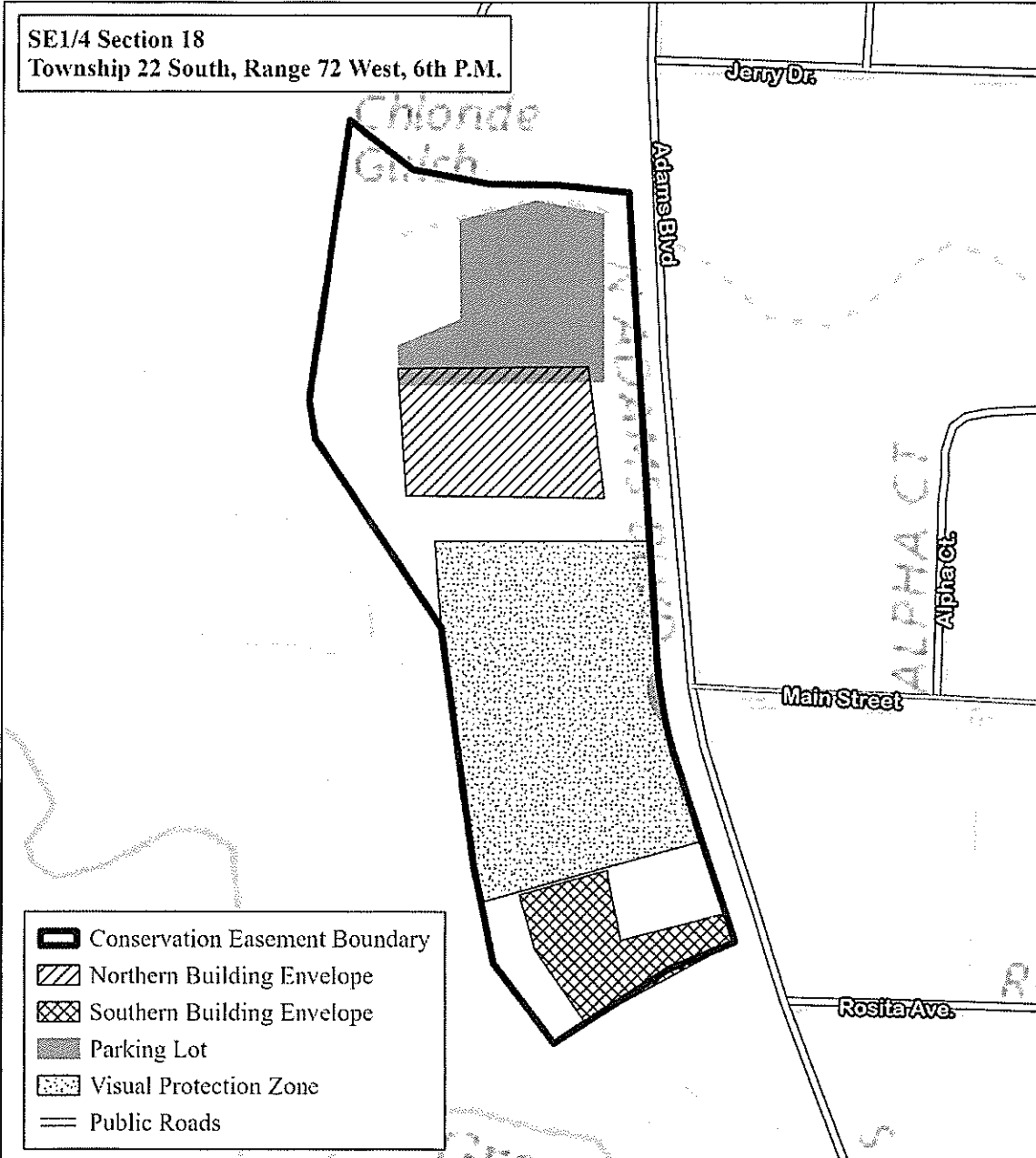
**Legal Description of Additional Property**

*PENDING LOT LINE ADJUSTMENT*

EXHIBIT D

Map of the Property and Building Envelopes

BLUFF PARK A&R CONSERVATION EASEMENT  
CUSTER COUNTY



Preparer: Colorado Open Lands Date: 2/29/2024  
 Data Source: Public Land Surveying System (BLM, 2021)  
 Public Access should not be inferred from this map. This map is not a survey and should not be construed as one.



**Exhibit D-1**  
**Coordinates of vertices of Building Envelopes**  
*PENDING FINALIZATION*



**EXHIBIT E**  
**Sample Notice of Transfer of Property**

To: Colorado Open Lands ("Grantee")  
From: **[Insert name of fee owner]** ("Grantor")

Pursuant to Section 15 (Transfer of Property) of the Deed of Conservation Easement recorded **[date]** under reception number \_\_\_\_\_, Grantee is hereby notified by Grantor of the transfer of the fee simple interest in the subject Property legally described in **Exhibit A** attached hereto effective **[insert date of closing]** to **[insert name of new Grantor]**, who can be reached at:

Company (required if purchased by an LLC): \_\_\_\_\_

Name: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone (optional): \_\_\_\_\_

Personal Email: \_\_\_\_\_ Work Email (optional): \_\_\_\_\_

*Additional contact (optional):*

Name: \_\_\_\_\_ Relation to Above: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone (optional): \_\_\_\_\_

Personal Email: \_\_\_\_\_ Work Email (optional): \_\_\_\_\_

Also pursuant to Section 15 (Transfer of Property) of the aforementioned Deed of Conservation Easement, a copy of the new ownership deed is attached.

GRANTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

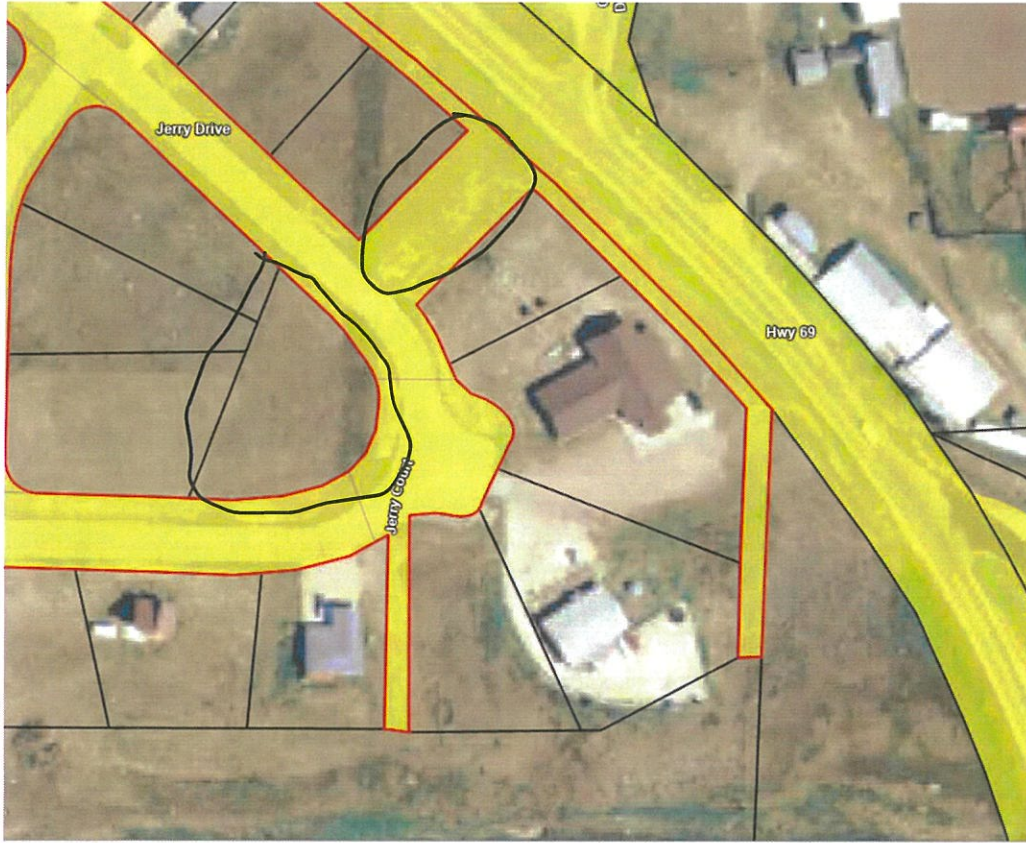
\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

Agenda Packet

Provided by Town Manager Patterson

b. Map



h. Bid award

-All three bid sheets in packet along with Edited sheet for new recommended budget, and part of scoring sheet

j. Outdoor lighting- Packet is given from Saddle club, Shows correspondence and light measurements.

i. CEO response for Tiny homes

JESS PRIGE MEMORIAL PARK  
 BID TAB      ADDENDUM 1 TAB

\*\*BY SUBMITTING A PROPOSAL THE CONTRACTOR RECOGNIZES THAT ALL ELEMENTS OF THE CONSTRUCTION DOCUMENTS ARE INCLUDED IN THE PRICE. QUANTITIES PROVIDED ARE A COURTESY AND BY NO MEANS ARE MEANT TO REPLACE THE CONTRACTORS RESPONSIBILITY TO PERFORM THEIR OWN TAKEOFFS. ANY DISCREPANCIES BETWEEN THE BID TAB AND CONSTRUCTION DOCUMENTS, THE DRAWING SHALL PREVAIL.

	CONTRACT ITEM	UNIT	PLAN	Unit Cost	Total	
<b>SITework/HARDSCAPE</b>						
1	MOBILIZATION	LS	1		\$ 67,027.00	
2	CONSTRUCTION STAKING	LS	1		\$ 6,300.00	
3	DEMOLITION	LS	1		\$ 8,098.00	
4	SITE GRADING	LS	1		\$ 2,015.00	
5	CONSTRUCTION FENCING	LS	1		\$ 12,435.00	
6	TREE PROTECTION FENCING	LS	1		\$ 1,191.00	
7	ABC SUBGRADE	LS	1		\$ 13,533.00	
8	RELOCATED PAVERS	SF	1120	10.9	\$ 16,047.00	
9	STONE SLAB SEATING (SILOAM STONE)	EA	5	2930.2	\$ 14,651.00	
10	COLORED CONCRETE AND SCORED	SF	4673	9.36	\$ 43,739.28	
11	CONCRETE PAVING - LIGHTBROOM FINISH	SF	805	9.58	\$ 7,711.90	
12	CONCRETE CURB AND GUTTER	LF	99	91.34	\$ 9,042.66	
13	CONCRETE STEPS EAST SIDE - INCLUDE HANDRAIL	LS	1		\$ 2,552.00	
14	CONCRETE STEPS WEST SIDE - INCLUDE HANDRAIL	LS	1		\$ 2,835.00	
15	CRUSHERFINES	SF	600	2.17	\$ 1,302.00	
16	RELOCATE BOULDERS	LS	1		\$ 165.00	
17	ASPHALT PATCH	LS	1		\$ 3,160.00	
<b>PAVILION AREA (EXCLUDES STRUCTURE)</b>						
18	COLORED CONCRETE AND SCORED	SF	507	24.67	\$ 12,507.69	
19	18" CONCRETE WALL AT PERIMETER	LF	60	40.1	\$ 2,406.00	
20	STEPS	LS	1		\$ 2,958.00	
21	RAMP	LS	1		\$ 1,383.00	
22	HANDRAIL	LS	1		\$ 6,617.00	
23	ELECTRICAL - OUTLET	LS	1		\$ 1,995.00	
24	CONDUIT	LS	1		\$ 3,169.00	
<b>LANDSCAPE/PLANTING</b>						
25	SOD	SF	4993	1.25	\$6,241.25	
26	TOPSOIL	LS	1		\$ 11,511.00	
27	SOIL AMENDMENT	LS	1		\$3,425.00	
28	MULCHING (CEDAR BARK MULCH)	CY	24	189	\$4,536.00	
29	PERENNIAL (1 GALLON)	EA	445	21.2	\$9,434.00	
30	SHRUBS (5 GALLON)	EA	38	60.35	\$2,293.30	
31	TREES (2.5" CALIPER)	EA	8	731	\$5,848.00	
32	IRRIGATION	LS	1		\$ 26,256.00	
<b>SITE FURNISHINGS/AMENITIES</b>						
33	SALVAGE AND RELOCATE PICNIC TABLE	Removed from scope per email 3.13.2024				
34	SITE SIGNAGE (ALLOWANCE)	LS	1		\$ 601.00	

*13 Boulders*

SUBTOTAL	\$312,986.08
CONTRACTOR FEES	\$ 43,818.05
GENERAL CONDITIONS	\$ 6,885.69
P&P BONDS	\$ 7,273.80
<b>TOTAL</b>	<b>\$ 370,963.62</b>

*1846  
252495*

ADD ALTERNATE #1 LIGHTING AND ELECTRICAL

h.

35	LIGHT POLES AND FOOTINGS	EA	5	7850	\$39,250.00
36	ELECTRICAL TO EACH TREE (ALLOWANCE)	EA	10	692.13	\$6,921.30
37	BURY POWERLINE TO RESTROOM	LS	1		\$ 4,200.00
SUBTOTAL					\$ 50,371.30
CONTRACTOR FEES					\$ 7,051.98
GENERAL CONDITIONS					\$ 1,108.17
P&P BONDS					\$ 1,170.63
TOTAL					\$ 59,702.08

ADD ALTERNATE #2 PAVILION					
38	WOOD PAVILION	LS	1		\$ 36,641.00
39	ELECTRICAL - OUTLET & LIGHTING	LS	1		\$ 5,338.00
SUBTOTAL					\$ 41,979.00
CONTRACTOR FEES					\$ 5,877.06
GENERAL CONDITIONS					\$ 923.54
P&P BONDS					\$ 975.59
TOTAL					\$ 49,755.19

ADD ALTERNATE #3 CONCRETE PAVERS					
40	CONCRETE PAVERS	SF	2327	23.28	\$ 54,172.56
41	PAVER SUBCONCRETE	SF	1500	5.56	\$ 8,340.00
42	REDUCTION OF COLORED CONCRETE	SF	2327	-7.56	\$ (17,592.12)
SUBTOTAL					\$ 44,920.44
CONTRACTOR FEES					\$ 6,288.86
GENERAL CONDITIONS					\$ 988.25
P&P BONDS					\$ 1,043.95
TOTAL					\$ 53,241.50

No

ADD ALTERNATE #4 MONUMENT SIGN AND WALL					
43	MONUMENT SIGN AND WALL	SF	275		\$ 12,584.00
SUBTOTAL					\$ 12,584.00
CONTRACTOR FEES					\$ 1,761.76
GENERAL CONDITIONS					\$ 276.85
P&P BONDS					\$ 292.45
TOTAL					\$ 14,915.06

JESS PRICE MEMORIAL PARK

BID TAB ADDENDUM 1 TAB

South-Side Lawn & Landscape LLC

\*\*BY SUBMITTING A PROPOSAL THE CONTRACTOR RECOGNIZES THAT ALL ELEMENTS OF THE CONSTRUCTION DOCUMENTS ARE INCLUDED IN THE PRICE. QUANTITIES PROVIDED ARE A COURTESY AND BY NO MEANS ARE MEANT TO REPLACE THE CONTRACTORS RESPONSIBILITY TO PERFORM THEIR OWN TAKEOFFS. ANY DISCREPANCIES BETWEEN THE BID TAB AND CONSTRUCTION DOCUMENTS, THE DRAWING SHALL PREVAIL.

CONTRACT ITEM	UNIT	PLAN	Unit Cost	Total
<b>SITework/HARDSCAPE</b>				
MOBILIZATION	LS	1		\$ 39,863.00
CONSTRUCTION STAKING	LS	1		\$ 15,400.00
DEMOLITION	LS	1		\$ 23,323.00
SITE GRADING	LS	1		\$ 7,000.00
CONSTRUCTION FENCING	LS	1		\$ 5,973.00
TREE PROTECTION FENCING	LS	1		\$ 1,870.00
ABC SUBGRADE	LS	1	\$ -	\$ 40,018.00
RELOCATED PAVERS	SF	1,120	\$ 7.00	\$ 7,840.00
STONE SLAB SEATING (SILOAM STONE)	EA	5	\$ 2,810.00	\$ 14,050.00
COLORED CONCRETE AND SCORED	SF	4,673	\$ 12.00	\$ 56,076.00
CONCRETE PAVING - LIGHTBROOM FINISH	SF	805	\$ 9.25	\$ 7,446.25
CONCRETE CURB AND GUTTER	LF	99	\$ 48.00	\$ 4,752.00
CONCRETE STEPS EAST SIDE - INCLUDE HANDRAIL	LS	1	\$ -	\$ 4,309.00
CONCRETE STEPS WEST SIDE - INCLUDE HANDRAIL	LS	1	\$ -	\$ 4,400.00
CRUSHERFINES	SF	600	\$ 2.95	\$ 1,770.00
RELOCATE BOULDERS	LS	1		\$ 840.00
ASPHALT PATCH	LS	1	\$ -	\$ 1,705.00
<b>PAVILION AREA (EXCLUDES STRUCTURE)</b>				
COLORED CONCRETE AND SCORED	SF	507	\$ 12.00	\$ 6,084.00
18" CONCRETE WALL AT PERIMETER	LF	60	\$ 200.00	\$ 12,000.00
STEPS	LS	1		\$ 14,000.00
RAMP	LS	1		\$ 9,000.00
HANDRAIL	LS	1	\$ -	\$ 4,447.00
ELECTRICAL - OUTLET	LS	1		\$ 275.00
CONDUIT	LS	1	\$ -	\$ 1,833.00
<b>LANDSCAPE/PLANTING</b>				
SOD	SF	4,993	\$ 1.64	\$ 8,188.52
TOPSOIL	LS	1		\$ 10,300.00
SOIL AMENDMENT	LS	1		\$ 3,924.00
MULCHING (CEDAR BARK MULCH)	CY	24	\$ 216.54	\$ 5,196.96
PERENNIAL (1 GALLON)	EA	445	\$ 30.00	\$ 13,350.00
SHRUBS (5 GALLON)	EA	38	\$ 297.22	\$ 11,294.36
TREES (2.5" CALIPER)	EA	8	\$ 1,221.00	\$ 9,768.00
IRRIGATION	LS	1		\$ 28,595.00
<b>SITE FURNISHINGS/AMENITIES</b>				
SALVAGE AND RELOCATE PICNIC TABLE	EA	3	\$ 194.00	\$ 582.00
SITE SIGNAGE (ALLOWANCE)	LS	1		\$ 700.00

SUBTOTAL	\$ 376,173.09
CONTRACTOR FEES	\$ 1,089.00
GENERAL CONDITIONS	\$ 11,559.75
P&P BONDS	\$ 9,720.55
<b>TOTAL</b>	<b>\$ 398,542.39</b>

Jess Price Memorial Park: South-Side Lawn & Landscape LLC

ADD ALTERNATE #1 LIGHTING AND ELECTRICAL				
LIGHT POLES AND FOOTINGS	EA	5	\$ 5,847.30	\$ 29,236.50
ELECTRICAL TO EACH TREE (ALLOWANCE)	EA	10	\$ 805.00	\$ 8,050.00
BURY POWERLINE TO RESTROOM	LS	1	\$ -	\$ 4,835.00

SUBTOTAL	\$ 42,121.50
CONTRACTOR FEES	\$ 1,988.00
GENERAL CONDITIONS	\$ 2,948.51
P&P BONDS	\$ 1,176.45
<b>TOTAL</b>	<b>\$ 48,234.46</b>

ADD ALTERNATE #2 PAVILION				
WOOD PAVILION	LS	1		\$ 34,000.00
ELECTRICAL - OUTLET AND LIGHTING	LS	1		\$ 800.00

SUBTOTAL	\$ 34,800.00
CONTRACTOR FEES	\$ 3,765.00
GENERAL CONDITIONS	\$ 1,740.00
P&P BONDS	\$ 1,007.63
<b>TOTAL</b>	<b>\$ 41,312.63</b>

ADD ALTERNATE #3 CONCRETE PAVERS				
CONCRETE PAVERS	SF	2,327	\$ 24.06	\$ 55,987.62
PAVER SUBCONCRETE	SF	1,500	\$ 9.25	\$ 13,875.00
REDUCTION OF COLORED CONCRETE	SF	2,327	\$ 12.00	\$ (27,924.00)

SUBTOTAL	\$ 41,938.62
CONTRACTOR FEES	\$ 2,885.00
GENERAL CONDITIONS	\$ 693.75
P&P BONDS	\$ 1,137.93
<b>TOTAL</b>	<b>\$ 46,655.30</b>

ADD ALTERNATE #4 MONUMENT SIGN AND WALL				
MONUMENT SIGN AND WALL	SF	275	\$ 63.41	\$ 17,437.75

SUBTOTAL	\$ 17,437.75
CONTRACTOR FEES	\$ 1,385.00
GENERAL CONDITIONS	\$ 1,334.00
P&P BONDS	\$ 503.92
<b>TOTAL</b>	<b>\$ 20,660.67</b>

JESS PRICE MEMORIAL PARK  
 BID TAB ADDENDUM 1 TAB

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CONTRACT ITEM	UNIT	PLAN	Unit Cost	Total
<b>SITWORK/HARDSCAPE</b>				
MOBILIZATION	LS	1	\$ 60,000.00	\$ 60,000.00
CONSTRUCTION STAKING	LS	1	\$ 5,000.00	\$ 5,000.00
DEMOLITION	LS	1	\$ 50,000.00	\$ 50,000.00
SITE GRADING	LS	1	\$ 20,000.00	\$ 20,000.00
CONSTRUCTION FENCING	LS	1	\$ 5,000.00	\$ 5,000.00
TREE PROTECTION FENCING	LS	1	\$ 650.00	\$ 650.00
ABC SUBGRADE	LS	1	\$ 20,000.00	\$ 20,000.00
RELOCATED PAVERS	SF	1,120	\$ 26.00	\$ 29,120.00
STONE SLAB SEATING (SILOAM STONE)	EA	5	\$ 3,000.00	\$ 15,000.00
COLORED CONCRETE AND SCORED	SF	4,673	\$ 20.00	\$ 93,460.00
CONCRETE PAVING - LIGHTBROOM FINISH	SF	805	\$ 16.00	\$ 12,880.00
CONCRETE CURB AND GUTTER	LF	99	\$ 110.00	\$ 10,890.00
CONCRETE STEPS EAST SIDE - INCLUDE HANDRAIL	LS	1	\$ 25,000.00	\$ 25,000.00
CONCRETE STEPS WEST SIDE - INCLUDE HANDRAIL	LS	1	\$ 25,000.00	\$ 25,000.00
CRUSHER FINES	SF	600	\$ 4.00	\$ 2,400.00
RELOCATE BOULDERS	LS	1	\$ 2,600.00	\$ 2,600.00
ASPHALT PATCH	LS	1	\$ 4,500.00	\$ 4,500.00
<b>PAVILION AREA (EXCLUDES STRUCTURE)</b>				
COLORED CONCRETE AND SCORED	SF	507	\$ 20.00	\$ 10,140.00
18" CONCRETE WALL AT PERIMETER	LF	60	\$ 200.00	\$ 12,000.00
STEPS	LS	1	\$ 25,000.00	\$ 25,000.00
RAMP	LS	1	\$ 3,000.00	\$ 3,000.00
HANDRAIL	LS	1	\$ 5,500.00	\$ 5,500.00
ELECTRICAL - OUTLET	LS	1	\$ 5,500.00	\$ 5,500.00
CONDUIT	LS	1	\$ 650.00	\$ 650.00
<b>LANDSCAPE/PLANTING</b>				
SOD	SF	4,993	\$ 2.00	\$ 9,986.00
TOPSOIL	LS	1	\$ 9,000.00	\$ 9,000.00
SOIL AMENDMENT	LS	1	\$ 6,500.00	\$ 6,500.00
MULCHING (CEDAR BARK MULCH)	CY	24	\$ 110.00	\$ 2,640.00
PERENNIAL (1 GALLON)	EA	445	\$ 25.00	\$ 11,125.00
SHRUBS (5 GALLON)	EA	38	\$ 340.00	\$ 12,920.00
TREES (2.5" CALIPER)	EA	8	\$ 1,000.00	\$ 8,000.00
IRRIGATION	LS	1	\$ 40,000.00	\$ 40,000.00
<b>SITE FURNISHINGS/AMENITIES</b>				
SALVAGE AND RELOCATE PICNIC TABLE	EA	3	\$ 250.00	\$ 750.00
SITE SIGNAGE (ALLOWANCE)	LS	1	\$ 2,000.00	\$ 2,000.00
				<b>SUBTOTAL</b>
				<b>CONTRACTOR FEES</b>
				<b>GENERAL CONDITIONS</b>
				<b>P&amp;P BONDS</b>
				<b>TOTAL</b>
				\$ 546,211.00
<b>ADD ALTERNATE #1 LIGHTING AND ELECTRICAL</b>				
LIGHT POLES AND FOOTINGS	EA	5	\$ 9,000.00	\$ 45,000.00
ELECTRICAL TO EACH TREE (ALLOWANCE)	EA	10	\$ 650.00	\$ 6,500.00
BURY POWERLINE TO RESTROOM	LS	1	\$ 5,000.00	\$ 5,000.00
				<b>SUBTOTAL</b>
				<b>CONTRACTOR FEES</b>
				<b>GENERAL CONDITIONS</b>
				<b>P&amp;P BONDS</b>
				<b>TOTAL</b>
				\$ 56,500.00
<b>ADD ALTERNATE #2 PAVILION</b>				
WOOD PAVILION	LS	1	\$ 45,000.00	\$ 45,000.00
ELECTRICAL - OUTLET AND LIGHTING	LS	1	\$ 3,250.00	\$ 3,250.00
				<b>SUBTOTAL</b>
				<b>CONTRACTOR FEES</b>
				<b>GENERAL CONDITIONS</b>
				<b>P&amp;P BONDS</b>
				<b>TOTAL</b>
				\$ 48,250.00
<b>ADD ALTERNATE #3 CONCRETE PAVERS</b>				
CONCRETE PAVERS	SF	2,327	\$ 31.00	\$ 72,137.00
PAVER SUBCONCRETE	SF	1,500	\$ 11.00	\$ 16,500.00
REDUCTION OF COLORED CONCRETE	SF	2,327	\$ (20.00)	\$ (46,540.00)
				<b>SUBTOTAL</b>
				<b>CONTRACTOR FEES</b>
				<b>GENERAL CONDITIONS</b>
				<b>P&amp;P BONDS</b>
				<b>TOTAL</b>
				\$ 42,097.00
<b>ADD ALTERNATE #4 MONUMENT SIGN AND WALL</b>				
MONUMENT SIGN AND WALL	SF	275	\$ 182.00	\$ 50,050.00
				<b>SUBTOTAL</b>
				<b>CONTRACTOR FEES</b>
				<b>GENERAL CONDITIONS</b>
				<b>P&amp;P BONDS</b>
				<b>TOTAL</b>
				\$ 50,050.00

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# Grading System (Part-of)

Numbers in yellow are estimated from DHM

Total Scores Here:	156947.5
SUBTOTAL	38967.45
CONTRACTOR FEES	56611.42
GENERAL CONDITIONS	
P&P BONDS	
TOTAL (estimated)	482283.37

	Langston	Timberline	South Side
Total Budget	743108	548577.45	555405.45 <Total with all add alternates
	701011	495335.95	508750.15 <Total without add alternate #3
Scores	3	1	2

548577.45 Total
31156 Savings
<u>517421.37 New Budget</u>
21403.45 Overage
Grates 25k
Alley 40k

Allocations below



Final Review with  
 Apparent Low bidder

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	CONTRACT ITEM	UNIT	PLAN	Unit Cost	Total	
<b>SITework/HARDSCAPE</b>						
1	MOBILIZATION	LS	1		\$ 67,027.00	
2	CONSTRUCTION STAKING	LS	1		\$ 6,300.00	
3	DEMOLITION	LS	1		\$ 8,098.00	
4	SITE GRADING	LS	1		\$ 2,015.00	
5	CONSTRUCTION FENCING	LS	1		\$ 12,435.00	
6	TREE PROTECTION FENCING	LS	1		\$ 1,191.00	
7	ABC SUBGRADE	LS	1		\$ 13,533.00	
8	RELOCATED PAVERS	SF	1120	10.9	\$ 16,047.00	
9	STONE SLAB SEATING (SILOAM STONE) <i>Cost Savings \$1,087</i>	EA	5	2930.2	\$ 14,651.00	
10	COLORED CONCRETE AND SCORED	SF	4673	9.36	\$ 43,739.28	
11	CONCRETE PAVING - LIGHTBROOM FINISH	SF	805	9.58	\$ 7,711.90	
12	CONCRETE CURB AND GUTTER	LF	99	91.34	\$ 9,042.66	
13	CONCRETE STEPS EAST SIDE - INCLUDE HANDRAIL	LS	1		\$ 2,552.00	
14	CONCRETE STEPS WEST SIDE - INCLUDE HANDRAIL	LS	1		\$ 2,835.00	
15	CRUSHERFINES	SF	600	2.17	\$ 1,302.00	
16	RELOCATE BOULDERS	LS	1		\$ 165.00	
17	ASPHALT PATCH	LS	1		\$ 3,160.00	
<b>PAVILION AREA (EXCLUDES STRUCTURE)</b>						
18	COLORED CONCRETE AND SCORED	SF	507	24.67	\$ 12,507.69	
19	18" CONCRETE WALL AT PERIMETER	LF	60	40.1	\$ 2,406.00	
20	STEPS	LS	1		\$ 2,958.00	
21	RAMP	LS	1		\$ 1,383.00	
22	HANDRAIL	LS	1		\$ 6,617.00	
23	ELECTRICAL - OUTLET	LS	1		\$ 1,995.00	
24	CONDUIT	LS	1		\$ 3,169.00	
<b>LANDSCAPE/PLANTING</b>						
25	SOD	SF	4993	1.25	\$6,241.25	
26	TOPSOIL <i>Cost Savings \$5,756</i>	LS	1		\$ 11,511.00	
27	SOIL AMENDMENT	LS	1		\$3,425.00	
28	MULCHING (CEDAR BARK MULCH)	CY	24	189	\$4,536.00	
29	PERENNIAL (1 GALLON)	EA	445	21.2	\$9,434.00	
30	SHRUBS (5 GALLON)	EA	38	60.35	\$2,293.30	
31	TREES (2.5" CALIPER)	EA	8	731	\$5,848.00	
32	IRRIGATION	LS	1		\$ 26,256.00	
<b>SITE FURNISHINGS/AMENITIES</b>						
33	SALVAGE AND RELOCATE PICNIC TABLE	Removed from scope per email 3.13.2024				
34	SITE SIGNAGE (ALLOWANCE)	LS	1		\$ 601.00	

*13 Boulders* *Cost Savings (removing some rebar: \$9,084*

*Cost Savings (sub 4000 PSI): \$1,435*

SUBTOTAL	\$312,986.08
CONTRACTOR FEES	\$ 43,818.05
GENERAL CONDITIONS	\$ 6,885.69
P&P BONDS	\$ 7,273.80
<b>TOTAL</b>	<b>\$ 370,963.62</b>

*18468  
 352 495*

ADD ALTERNATE #1 LIGHTING AND ELECTRICAL

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35	LIGHT POLES AND FOOTINGS	Cost Savings \$850	EA	5	7850	\$39,250.00
36	ELECTRICAL TO EACH TREE (ALLOWANCE)	Cost Savings \$1,800	EA	10	692.13	\$6,921.30
37	BURY POWERLINE TO RESTROOM		LS	1		\$ 4,200.00
						<b>SUBTOTAL</b> \$ 50,371.30
						<b>CONTRACTOR FEES</b> \$ 7,051.98
						<b>GENERAL CONDITIONS</b> \$ 1,108.17
						<b>P&amp;P BONDS</b> \$ 1,170.63
						<b>TOTAL</b> \$ 59,702.08

<b>ADD ALTERNATE #2 PAVILION</b>						
38	WOOD PAVILION		LS	1		\$ 36,641.00
39	ELECTRICAL - OUTLET & LIGHTING		LS	1		\$ 5,338.00
						<b>SUBTOTAL</b> \$ 41,979.00
						<b>CONTRACTOR FEES</b> \$ 5,877.06
						<b>GENERAL CONDITIONS</b> \$ 923.54
						<b>P&amp;P BONDS</b> \$ 975.59
						<b>TOTAL</b> \$ 49,755.19

<b>ADD ALTERNATE #3 CONCRETE PAVERS</b>						
40	CONCRETE PAVERS	Cost Savings \$4,300	SF	2327	23.28	\$ 54,172.56
41	PAVER SUBCONCRETE	Cost taken out	SF	1500	5.56	\$ 8,340.00
42	REDUCTION OF COLORED CONCRETE		SF	2327	-7.56	\$ (17,592.12)
						<b>SUBTOTAL</b> \$ 44,920.44
						<b>CONTRACTOR FEES</b> \$ 6,288.86
						<b>GENERAL CONDITIONS</b> \$ 988.25
						<b>P&amp;P BONDS</b> \$ 1,043.95
						<b>TOTAL</b> \$ 53,241.50

Cost Savings from Bid Alt #3: \$4,300+\$8,340=\$12,640  
 \$53,241 - \$12,640 = \$22,601  
 New Bid Alt #3 = \$22,601

<b>ADD ALTERNATE #4 MONUMENT SIGN AND WALL</b>						
43	MONUMENT SIGN AND WALL		SF	275		\$ 12,584.00

<b>SUBTOTAL</b>	\$ 12,584.00
<b>CONTRACTOR FEES</b>	\$ 1,761.76
<b>GENERAL CONDITIONS</b>	\$ 276.85
<b>P&amp;P BONDS</b>	\$ 292.45
<b>TOTAL</b>	\$ 14,915.06

Overall:  
 Original base bid with ad Alts: \$548,577.45  
 Original base bid without as Alt #3: \$495,335.95  
 Total Cost Savings: \$31,156  
 Total Project with Cost savings: **\$517,421.37** <New Project Budget\*  
 Original Budget: \$496,018  
 My Recommendation to the BOT: Approve the new project budget as shown above by taking the rest of the funds from the "grates on Rosita" project and the "paving alleys behind Main Street".

**TOWN OF WESTCLIFFE, COLORADO**  
**JOB DESCRIPTION**  
**POSITION TITLE: *DEPUTY CLERK***

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<b>DEPARTMENT:</b>	Administration
<b>REPORTS TO:</b>	Town Clerk
<b>FLSA CLASSIFICATION:</b>	Non-Exempt
<b>HIRED BY:</b>	Board of Trustees
<b>APPROVED BY:</b>	Board of Trustees
<b>HOURLY RANGE:</b>	Full Time: \$20.00 to \$24.00
<b>BENEFITS:</b>	PTO, Subsidized Health, Dental, Vision, Life, Retirement

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**SUMMARY OF DUTIES:**

The Deputy Clerk performs administrative support duties in the areas of accounting and general office functions for the Town. This includes answering the telephone, waiting on customers at the counter, and responding to questions from the public. Performs accounts receivable duties, including receiving monies and preparing receipts of same, as needed, and processes deposits. May include other duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The Deputy Clerk shall work under the direction of the Town Clerk in the performance of the following essential duties:

- **General:** Provide exemplary customer service to all individuals by demonstrating a willingness to be attentive, understanding, fair, courteous, and respectful and to actively participate in maintaining a positive customer service environment. This position involves extensive public contact, necessitating excellent communication, interpersonal skills, and professionalism.
- **Organizational duties:** The clerk must be able to work with limited supervision and must be able to make independent judgments of situations tactfully; must be able to exercise skill in self-initiated organization and management of duties, including the timing necessary to accomplish duties in proper sequence and the prioritizing of duties according to importance, and statutory requirements.
- **Municipal Court Clerk:** The Deputy Clerk shall work under the direction of the Municipal Judge regarding all municipal court proceedings. The Deputy Clerk receives, records and accounts for all Court monies including but not limited to fines and parking tickets.
- **Records Management:** Retains records and files documents. Disposes of materials no longer necessary to keep; assists in maintaining the Town's official records; develops and updates retention and destruction schedules. Researches minutes and documents for information requested.
- **Planning Commission Meetings:** Prepares agenda packets, including the coordination and proofing of meeting materials; places agenda on the Town website; sets up and oversees the Planning Commission meetings; ensures minutes of meetings are recorded, as required.

- **Permits:** The Deputy Clerk is responsible for issuing various permits, including those for park reservations, special events, and street closures.
- **Business Licenses:** Processes new and renewal business applications, including short-term rentals. Oversees business licenses issued by the Town.
- **Liquor Licenses:** Under the direction of the Town Clerk, the Deputy Clerk is responsible for processing special event liquor license renewal applications, which includes sending the Sherrif's report to establishments and sending the application packet to the Liquor Enforcement Division.
- **Janitorial:** Assists in maintaining the Town Hall, which includes keeping the floors clean, dusting, washing the windows, cleaning the restrooms, watering plants, and ensuring that the board room is ready for meetings.

#### **EDUCATION AND EXPERIENCE:**

- At least 2 years of directly related office or clerical experience.
- Coursework in office administration and/or accounting is helpful.

#### **REPRESENTATIVE SKILLS:**

The following are representative of the kind of skills required on the job.

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Skill and ability to keyboard efficiently and accurately while using a computer.
- Knowledge and skills in basic bookkeeping and accounting using Quickbooks.
- Ability to compose and format business letters and minutes.
- Proficient in Word, Excel, Google Workspace, and Outlook.
- Ability to use Zoom video conferencing to record meetings.

#### **TWO-WAY COMMUNICATIONS:**

- Communication, verbal and written, is so very important today. If resident taxpayers are to be satisfied, every effort must be expended to ensure that communications are complete, accurate, and given with the appropriate level of urgency. Westcliffe employees need to be tireless in their efforts to improve two-way communications.

#### **TEAMWORK:**

- The ability to be responsive, competent, and seamless is important in running a well-operating community. Cooperation, compromise, collaboration, and unity of purpose are extremely important for any work group. Supporting one another, taking personal responsibility, and living up to commitments is key in any team environment.
- Be available to keep the office open in the absence of the Town Clerk (specifically to cover for meetings and paid time off).

### **MATHEMATICAL SKILLS:**

- The ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. The ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by the Deputy Clerk to perform the essential duties of the job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential duties.

- Ability to conduct activities involving occasional walking and frequent standing and sitting.
- Ability to lift or carry items up to 30 pounds, including records, paper boxes, mail, files, and maps.
- Ability to participate in routine conversation in person or via telephone and can distinguish telephone, voice, and other auditory tones to respond to the public.
- Ability to distinguish objects in low and bright light using visual capacity, including peripheral vision, depth perception, color vision, and far and near acuity to conduct responsibilities of the position.
- Ability to use a computer for prolonged periods of time.

### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those employee encounters while performing the essential duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential duties.

- While performing the duties of this job, the employee occasionally works near moving mechanical parts.
- The noise level in the work environment is usually moderate.

### **SPECIAL REQUIREMENTS:**

- The Deputy Clerk must pass a background check and a drug test before being hired.
- Ability to work occasional evenings and weekends to attend scheduled public meetings.
- Live within (or willing to relocate to) a reasonable daily commuting distance to Westcliffe.
- Willingness to obtain a notary signing agent certificate.

**TOWN OF WESTCLIFFE, COLORADO  
ORDINANCE # 2-2024**

**AN ORDINANCE OF BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, AN INCORPORATED TOWN OF THE STATE OF COLORADO CHAPTER 4, SECTION 3, OUTDOOR LIGHTING OF THE LAND USE CODE.**

**WHEREAS**, the Town of Westcliffe acting by and through its Town Board of Trustees has the power to regulate land use matters pursuant to Colorado Revised Statutes (C.R.S.) Section 31, Article 23 et seq.; and

**WHEREAS**, the Board of Trustees of the Town of Westcliffe has determined that Title 10, Chapter 4, Section 3, Outdoor Lighting, should be amended; and

**WHEREAS**, the Board of Trustees determines that it is in the best interests of the Town to amend Section 10-4-3 of the Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO:**

1. **Amend Title 10, Chapter 4, Section 3, Outdoor Lighting, of the Municipal Code.**  
Section 10-4-3: Outdoor Lighting is hereby amended by adding the following paragraph.

H. **Exemptions.** The standards of this section shall not apply to:

1. Decorative holiday lights;
2. Official government lighting, other than those owned and maintained by the Town of Westcliffe, installed for the benefit of public health, safety and welfare;
3. Outdoor lights associated with nighttime sporting events that are not compliant with this code require a special event permit approved by the Board of Trustees; and
4. Lighting identifying hazards or road construction.

2. **Other Sections Unchanged.** Notwithstanding the foregoing additions and amendments, all other Sections of Title 10, Chapter 4, of the Westcliffe Municipal Code remain unchanged and in their original form.

THIS ORDINANCE WAS INTRODUCED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF WESTCLIFFE ON THE 19 DAY OF MARCH, 2024.

TOWN OF WESTCLIFFE

By: \_\_\_\_\_  
Paul Wenke, Mayor

ATTESTED:

\_\_\_\_\_  
Kathy Reis, CMC, Town Clerk



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**Town Lighting Ordinances**

3 messages

**Deanne Montgomery** <deannefm@outlook.com>

Tue, Mar 5, 2024 at 9:55 AM

To: Paul Wenke <paul@townofwestcliffe.com>, "george@townofwestcliffe.com" <george@townofwestcliffe.com>, "art@townofwestcliffe.com" <art@townofwestcliffe.com>, "randy@townofwestcliffe.com" <randy@townofwestcliffe.com>, Loree Lund <loree@townofwestcliffe.com>, "bob@townofwestcliffe.com" <bob@townofwestcliffe.com>, "mark@townofwestcliffe.com" <mark@townofwestcliffe.com>  
Cc: "townclerk@townofwestcliffe.com" <townclerk@townofwestcliffe.com>, "wanda@townofwestcliffe.com" <wanda@townofwestcliffe.com>, "townmanager@townofwestcliffe.com" <townmanager@townofwestcliffe.com>

**To: The Mayor of Westcliffe and Members of the Board of Trustees for the Town of Westcliffe:**

Hi. My name is Deanne and I am a member of the Board of Dark Skies, Inc., the organization that operates in the Wet Mountain Valley with a goal of maintaining our dark skies. I read with some dismay the article in this past week's Tribune, dated Thursday, February 29, and headlined **Westcliffe claims Saddle Club is ignoring Dark Skies Ordinance**. Near the end of the Westcliffe Board of Trustees monthly meeting, it is reported that there was a discussion that the Saddle Club was non-compliant with the Town's dark skies lighting ordinance. The Town Attorney and the Mayor agreed to have a lightning ordinance suggested modification on the next meeting agenda that would allow the Saddle Club to continue to operate with their currently non-compliant lighting.

As a Dark Skies Board member, I am reaching out to you with the following information:

- 1) As an organization, Dark Skies is highly certain that appropriate, safe lighting can be put in place at the Saddle Club that meets the Town ordinance and satisfies all Saddle Club lighting requirements;
- 2) The Saddle Club just needs to agree that they are interested in being compliant with the current Town lighting ordinances;
- 3) The Saddle Club, as far as I am aware, has not provided any valid reason to the Town as to why they cannot become compliant with the current lighting ordinances;
- 4) As such, we are asking that the Town Trustees **not grant** a modification to the current lighting ordinances or give the Saddle Club a variance or special permit in lieu of meeting the lighting ordinance requirements;
- 5) Dark Skies has, over the course of the past year, reached out to the Saddle Club with offers to work with them to help them be compliant with their lighting. We still believe Dark Skies and the Saddle Club, working together, is the best solution to resolving this current stalemate;
- 6) Dark Skies has previously proposed that we bring in an impartial expert lighting engineer to make recommendations as to the best way to resolve the current lighting stalemate. This lighting engineer, has spoken with Jake, the individual who had the lights installed for the Saddle Club, and the 2 were set to meet and look at tweaking the current lights in hopes of being able to resolve the lighting compliance issue but the Saddle Club stopped them from meeting. Reasons unknown to Dark Skies members.
- 7) Dark Skies still believes the above meeting is the current, best **first** step to resolving the lighting stalemate. We would ask the Town Trustees help in asking the Saddle to allow this meeting of an expert lighting engineer and Jake happen. The result of such a meeting should be agreement between the lighting expert and Jake as to what would need to be done to make the lighting compliant. From there, Dark Skies, the Town Trustees and the Saddle Club should be able to work together to define the next steps and possible costs of becoming compliant. Dark Skies has offered to the Saddle Club our willingness to help pay some of the cost, if needed. of becoming compliant.
- 8) Dark Skies interest is only in preserving our night sky for our children and grandchildren to enjoy; and having events such as the Rodeo be enjoyed in this Valley by all. As such, we do not believe that modifying



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or changing, in any way, the Town lighting ordinances would be in the best interests of all who reside in our towns and Valley.

Please let me know if you would like any additional information,

Sincerely,  
Deanne Montgomery, Treasurer  
Dark Skies, Inc.

Working to preserve the dark night sky in the Wet Mountain Valley while helping to retain all the night-time Events the Valley has always had.

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**townmanager@townofwestcliffe.com** <townmanager@townofwestcliffe.com>  
To: Kathy <townclerk@townofwestcliffe.com>

Tue, Mar 5, 2024 at 10:19 AM

I imagine this is going in the packets for the BOT meeting, correct?

*Respectfully,*

Caleb J. Patterson

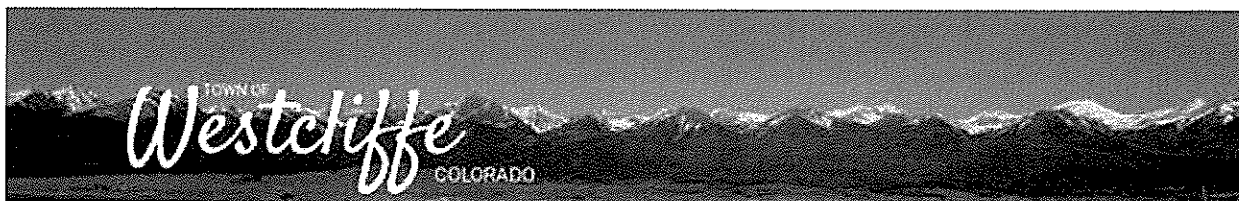
Building and Zoning

Town Manager

Town of Westcliffe

Main: (719) 783-2282 ext. 12

Visit us: [www.townofwestcliffe.com](http://www.townofwestcliffe.com)



[Quoted text hidden]

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**townmanager@townofwestcliffe.com** <townmanager@townofwestcliffe.com>

Tue, Mar 5, 2024 at 10:26 AM

To: Deanne Montgomery <deannefm@outlook.com>, Paul Wenke <paul@townofwestcliffe.com>, george@townofwestcliffe.com, art@townofwestcliffe.com, randy@townofwestcliffe.com, Loree Lund <loree@townofwestcliffe.com>, bob@townofwestcliffe.com, mark@townofwestcliffe.com  
Cc: townclerk@townofwestcliffe.com, wanda@townofwestcliffe.com

Received.

*Respectfully,*

Caleb J. Patterson

Building and Zoning

Town Manager

Town of Westcliffe

J  
Please find a timeline and written correspondence regarding the WMVSC position with Dark Skies and the path that has led the Saddle Club to determine this is not a Dark Skies situation. The WMVSC lights comply with Dark Sky requirements based upon measurements that were taken on October 15<sup>th</sup> by Charlie Ellison, a Dark Skies member, and Julie Smith, a WMVSC member. Below please find an email dated October 17<sup>th</sup> that includes measurements taken earlier in the year, the readings taken on 7.14 & 7.16, and the measurements taken on October 15<sup>th</sup>. The readings taken on October 15<sup>th</sup> are in conformance based upon the Dark Skies perimeters communicated in writing to the WMVSC by Charles (Chuck) Jagow, President of Dark Skies, please see the email copy below dated July 22<sup>nd</sup>. The average reading needs to be 20 or above, the average reading results are 20.43.

We do not believe additional conversations with Dark Skies are required or warranted. This was communicated to Jim during a call in February. Our dealings with Jim as a representative of Dark Skies have been very professional.

When we started dealing with Chuck in April 2023, we considered him an informed source. We believed what he said and acted accordingly as the documentation below supports. The Tribune publication referencing Chuck's comments printed mistruths and misrepresented the Saddle Club's actions and intent. The information provided here represents facts, supported by written correspondence and creditable data.

We believe the closure of this matter is between the Town of Westcliffe Trustees and the Saddle Club. We would like to submit the Silver Cliff adopted variance, also adopted and accepted by multiple Dark Sky communities across the United States, for consideration.

#### Timeline:

- **April 11<sup>th</sup>** The Wet Mountain Valley Saddle Club received an email from Chuck letting us know he understood we were putting in new lights and offering assistance to ensure lighting was in compliance, (email below).
- **April 16<sup>th</sup>** Julie Lotesto-Smith, VP BOD WMVSC responded to Chuck with a copy of the WMVSC lighting quote and asked for his assistance to ensure this was within the Westcliffe lighting ordinance, (email below).
- **April 16<sup>th</sup>** Chuck responded: "The quoted lights can be ordered as 3,000 Kelvin with a minor change to the Part Number. Also, I have a couple of other questions about the fixture which I am posing to the Dark Skies folks who were involved in the local high school football field light fixture selection." (Email below) *This is an important quote because Chuck has repeatedly claimed we indicated the lighting was the same as the football field. As you can see, Chuck mentioned the football field, we never made that claim or reference. Neither did our lighting contractor.*
- **April 18<sup>th</sup>** Chuck sent an email asking we try to switch from 5000 kelvin to 3000 kelvin. In a subsequent conversation, Julie suggested Chuck contact the WMVSC lighting Contractor directly and she provided him with the contact information.
- **April 20<sup>th</sup>** Julie received an email from Chuck indicating he had spoken with the contractor. The email reflects the following, (email below): "In the event that a color temperature of 3,000 Kelvin cannot be obtained for the proposed lighting, I would suggest that someone from the WMV Saddle Club ask the Westcliffe Board of Trustees for a variance to allow the 4,000 Kelvin color temperature fixtures be allowed. I would point out that the new rodeo ground lights are not illuminated daily, but only on occasion of an evening event. I know that the next Westcliffe Board of Trustees meeting is on May 16<sup>th</sup> at 5:30PM. They require about ten days of notice to be added to the agenda. The Point of Contact is Kathy Reis at 719-783-2282. [townclerk@townofwestcliffe.com](mailto:townclerk@townofwestcliffe.com). If need be, I will be happy to support the selection of a color temperature of 4,000 Kelvin for the rodeo grounds lighting fixtures for the Trustees. "  
*store Town was involved*
- In subsequent conversations Julie asked Chuck if he would be willing to write a letter for the WMVSC endorsing the lights, Chuck said that he would and that he did not feel there would be a problem getting it passed.
- Somewhere between this conversation and mid-June something happened with Chuck to cause him to completely change his mind. When the WMVSC reached out to him for the letter in June, he was no longer willing to support them. There were a lot of emails that passed back and forth, but at the end of the day, this is when the Town became involved, the WMVSC presented information, and the variance was granted.
- **July 22<sup>nd</sup>** Julie received an email from Chuck detailing the measurements he had taken during the Rodeo. (Email below). He indicated the light readings taken during the Rodeo were not within the range needed to be compliant. The WMVSC communicated multiple times that the readings were taken when the light trees were on in the parking area to ensure the safety of the attendees as they walked back to their cars. The WMVSC contended the light trees skewed the readings.
- In August Julie and Ileen Squire, Secretary BOD WMVSC, were contacted by Jim. He informed Ileen and Julie he would be the WMVSC contact and that Chuck was ending his involvement with Dark Skies, (obviously, this was not the case). During two in-person meetings with Jim, Ileen, and Julie and multiple emails, Jim offered to have a Lighting Engineer provide a "solution" for the lighting. He also felt that Dark Skies might be able to help fund part of the "solution". The WMVSC did not agree there was a need for a "solution" because we did not believe the lights were a problem. Jim, Ileen, and Julie agreed to retake the measurements to establish a real baseline and to determine if there truly was an issue.
- **October 15<sup>th</sup>** Charlie Ellison, representing Dark Skies, and Julie retook the measurements utilizing the same means and method as standard. 2
- **October 17<sup>th</sup>** Julie sent an email with a copy of measurements taken earlier in the year, the readings taken on 7.14 & 7.16, and the measurements on 10.15 to several Saddle Club members, (email below). Based on the readings, and the perimeters

provided by Chuck in his email (copied below and referenced above), the lights are within compliance. The average reading needs to be 20 or above, the average reading resulted in 20.43. U

On Oct 17, 2023, at 10:01 AM, Julie Lotesto <jlotesto@aol.com> wrote:  
Good Morning,

I am keeping this to a small group for now. Before you read this, let me preface it by saying this is my opinion based on documentation from Chuck.

The following is a recap of the readings taken on Sunday evening, 10.15.23 with Charlie Ellison, compared to the readings taken by Chuck during the Rodeo. Please see the graph below. As we communicated multiple times to Dark Skies, the reading taken on 7.14 included the parking lot light trees. The light trees skewed the readings significantly. Dark Skies cannot dispute that fact after they review these readings.

According to Chuck's documentation highlighted below, "to be considered for Dark Skies certification by the International Dark-Skies Association the minimum average SQM reading must be greater than 20.0", based on our measurements Sunday evening, we are within the minimum average at 20.43.

The only area of concern Dark Skies may point out is the measurement taken on Jerry Drive of 17.54. I believe the low reading there is a direct result of the lights shining in the livestock area. I do not feel this is an area we can or should compromise on. This is a safety concern for the livestock, the cowboys and our contractor. Please let me know if you think I am interpreting that wrong or if you feel differently.

We can wait for Dark Skies to come back to us after they review these readings with their comments, or we can send an email directly to everyone Chuck copied below. My recommendation is to wait, in the spirit of collaboration. Thoughts?

	SQM Reading Location	2/21/23	5/19/23	7/14/23	7/16/23	10/15/23
1	3/4 mi out on CR-255. at second 3-way Intersection. 388.770 N 105 26.072 W	21.73	21.46	19.13	21.82	21.18
2	Dundee Dog Park. 38 8.070 N 105 26.308 W	21.62	21.43	19.33	21.73	21.11
3	Sliver Cliff Cemetery gate on CR-340. 38 7.350 N 105 26.636 W	21.23	21.55	19.79	21.86	21.15
4	Corner of 1st St. & Wood St. 387.999 N 105 27.117 W	21.26	21.27	18.72	21.64	20.79
5	Corner of Cliff St. & Wood St., at Timberline Heating. 38 8.233 N 105 27.110 W	21.5	21.33	18.69	21.66	20.53
6	Mission Circle 38.140097. -105.461548			18.23	21.54	20.91
7	Kirkpatrick Bank parking lot. 388.060 N 105 27.568 W	21.25	21.29	18.28	21.26	20.62
8	Corner of Sierra M Mauled Hermit Rd. 387.839 N 105 27.448 W	21.37	21.36	18.52	21.58	20.1
9	Corner of 3rdst. & Lincoln Ave. 387.654 N 105 28.063 W	21.46	21.11	18.62	21.65	20.34
10	S.J.O 388.122 N 105 28.400 W	21.35	21.38	18.2	21.69	20.52
11	Jerry Dr. 38.139228, -105.469750			17.6	21.02	17.54
12	Granite Ct. Shadow Ridge 38.142537. -105.466024			18.41	21.58	20.62
13	North end of 4th street. Stop before Fairgrounds 38 8.320 N 105 28.070 W	21.35	21.36	17.01	21.41	20.17
	<b>AVERAGE</b>	<b>21.41</b>	<b>21.35</b>	<b>18.50</b>	<b>21.57</b>	<b>20.43</b>

20+

• Kelvin Reading is above average  
During Rodeo After

From: Charles Jagow <chuck@jagowds.com>  
Sent: Saturday, July 22, 2023 11:13 AM  
To: Lotesto-Smith, Julie <julie.lotesto-smith@rexelusa.com>  
Cc: jim ranchobendito.com <jim@ranchobendito.com>; Scott Camper <agriventures65@yahoo.com>; Ileen Squire

Subject: Rodeo Lights

Ms. Lotesto-Smith,

Now that the Saddle Club has enjoyed a successful rodeo event it is time to move forward.

As promised, Dark Skies measured the darkness of the night skies during the rodeo and repeated the measurements again on Sunday night which was the first night that the rodeo lights were not energized. The readings have been taken with a Sky Quality Meter (SQM) which is an industry accepted method of measuring darkness. The meter provides measurements in a range between 16.00 and 22.00. The measurements on Friday and Sunday nights were started about 10:00 PM so the time after sunset would be close to being the same, the results are presented in Table-1.

<image001.png>

TABLE-1 SQM LIGHT MEASUREMENTS TAKEN

Facts

- Saddle Club meets Dark Skies National org
- Do they meet Kevin
- Grant variance or let them be

The first two columns of data in Table-1 represent historical data taken before any knowledge of the new rodeo lights was known by Dark Skies and is presented as historical data taken during the previous two quarters. The third column is the data taken on the second night of the rodeo. The fourth column is data taken on the night following the rodeo when the rodeo lights were extinguished. To be considered for Dark Skies certification by the International Dark-Skies Association the minimum average SQM reading must be greater than 20.0. The night that the rodeo lights were on, lowered the average SQM reading by a value of nearly 3.00.

Dark Skies has not been afforded the opportunity to obtain light measurements for brightness (Lumens) and color temperature (degrees in Kelvin). Despite this we have observational data from many people and photographic evidence as well.

Dark Skies designation not jeopardized

You have indicated that the WMVSC was going to take photometric readings of the newly installed lights. Do you have the photometric data that was taken available to share?

Dark Skies would also like an opportunity to measure the lights with the equipment that we used to measure the Westcliffe streetlights for brightness and color temperature.

When is the next time you folks are planning on illuminating the rodeo lights after dark? We would like to take measurements then if possible?

In addition to our SQM data Dark Skies submits the following observations:

**The new rodeo lights are inadequately shielded.** The rodeo lights were seen clearly nearly 11 miles away at an altitude of over a thousand feet above the rodeo grounds. The school's football field lights are not visible at the same location when on. If the lights were properly shielded as stated in the Title-10 ordinance the rodeo lights would be invisible to anyone who is located above the rodeo lights.

**The new rodeo lights are excessively bright.** The brightness of the rodeo lights illuminated the valley floor hay fields, something the school's football field lights have not done.

**Light trespass.** Light trespass from the rodeo lighting was experienced by anyone in Westcliffe that has a window that could receive light from the rodeo grounds.

Dark Skies would like to meet with the WMVSC to explore options. If that is affable to the WMVSC please let us know, I believe it would be a good idea to invite the Town Manager to the meeting. Please let us know your thoughts on the matter.

v/r Chuck Jagow

From: Charles Jagow <chuck@jagowds.com>

Sent: Thursday, April 20, 2023 12:39 PM

To: Lotesto-Smith, Julie <julie.lotesto-smith@rexelusa.com>

Cc: Ileen Squire <ileen1968@gmail.com>; Scott Camper <agriventures65@yahoo.com>; Mary Mowery

<wetmountainvalleysaddleclub@gmail.com>; jwb@slatercom.com

Subject: Re: Wet Mountain Valley Saddle Club - new arena lights

Julie,

**TOWN OF WESTCLIFFE  
RESOLUTION #2-2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO PROTECTING THE QUALITY OF LIFE OF CITIZENS OF WESTCLIFFE**

**WHEREAS**, the Town of Westcliffe ("Town") is a statutory Town and a municipal corporation duly established and operating pursuant to the Colorado Constitution, Articles XIV and XV, and pursuant to Colorado Revised Statutes, Title 31; and

**WHEREAS**, a "Sanctuary Town" is a jurisdiction that limits cooperation with federal immigration authorities, limits or fails to provide information about immigration status and limits the length of immigration detainers; and

**WHEREAS**, the Town believes in and is committed to securing the border, enforcing immigration laws to protect the community, and upholding the laws of the State of Colorado and the principles of the United States Constitution; and

**WHEREAS**, the citizens of the Town have expressed concern over the transport of migrants entering the country illegally into the Town's jurisdictional limits, which may compromise the safety, well-being, and resources of Town residents; and

**WHEREAS**, Westcliffe is a rural Town with limited resources and is not and will not become a Sanctuary Town; and

**WHEREAS**, the Town has observed the severe negative impacts on other Towns/Cities by their self-designation as "sanctuary cities"; and

**WHEREAS**, the Town will work with the Town Administration, Custer County Emergency Management, and the Custer County Sheriff's Office to be prepared for all contingencies; and

**WHEREAS**, the Federal Government continues to fail to secure our southern border, resulting in millions of immigrants entering our country and putting catastrophic, undue stress on services such as hospitals, schools, and housing in "sanctuary cities"; and

**WHEREAS**, the health, safety, and welfare of the community and its quality of life in the Town is a priority of the Board of Trustees and of the Town's residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees makes the following resolutions regarding the migrant situation:

- (i) The transport of migrants entering the country illegally into the Town may compromise the safety, well-being, and resources of its residents; and

- (ii) The Town calls upon the President of the United States to take immediate and effective action to secure the border and enforce immigration laws to address the concerns of the community; and
- (iii) The Town recognizes the importance of legal immigration and welcomes individuals to apply through the legal process and enter the U.S. through a legal port of entry; and
- (iv) The Town encourages open dialogue and collaboration with state and federal authorities to address immigration concerns and work towards solutions that align with the well-being and safety of the community; and
- (v) The Town urges its residents to support and uphold the principles of legal immigration, respecting the laws and processes in place; and
- (vi) The Town hereby declares itself a "non-sanctuary" town.

Section 3. This Resolution will become effective immediately upon its passage.

READ, PASSED, AND APPROVED THIS 19th day of March, 2024.

BY: TOWN OF WESTCLIFFE

\_\_\_\_\_  
Paul Wenke, Mayor

ATTESTED:

\_\_\_\_\_  
Kathy Reis, CMC, Town Clerk