

# **SILVER CLIFF BOARD OF TRUSTEES**

## **SPECIAL MEETING**

**612 E. Main St., Silver Cliff, CO 81252**

**May 16, 2024, AT 5:00 P.M.**

**Google Meet joining info**

**Video call link: <https://meet.google.com/sqa-gwen-bdd>**

**Or dial: (US) +1 650-966-6725 PIN: 293 716 453#**

**More phone numbers: <https://tel.meet/sqa-gwen-bdd?pin=9757323319418>**

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## **AGENDA**

Please silence your cell phones

Pledge of Allegiance

Invocation

Roll Call

Guest Introductions

### 1. New Business

- a. Consideration of entering into a lease purchase agreement with Kirkpatrick Bank for a skid steer and attachments
- b. Consideration of approval of hiring and appointing a new Deputy Clerk
- c. Consideration of approval to sign letters of intent for the property owners for the town plaza

### 2. Adjourn

75 Horse power



RUSLER IMPLEMENT CO.

29050 Hwy 96 East
Pueblo, Colorado 81001
(719)948-3338

18911 US Hwy 50 E
Rocky Ford, Colorado 81067
(719)254-7842

Date: May 7 2024

www.ruslerimplement.com

Purchase Order

Purchase Order Number
Stock Number

Please enter the following equipment to be delivered!

RDF Fee Applies delivered or

picked up on or before

Table with columns: Quantity (New, Used), Warranty Period Months, Make, Model, Description, Serial No., Price. Includes Kubota SVL75-3CHFRW Compact Track Loader and various attachments.

Trade-In table with columns: Year Mfg., Make, Model, Size, Serial No., Hours, Trade Allowance. Lists items like JD 3039R loader and Frontier snow blade.

Summary table with rows: 1. Total Cash Price (71,900.00), 2. Less Down Payment (32,000.00), 3. Unpaid Cash Price (39,900.00), 4. Filling/LOF (RDF Fee 0), 5. Taxes, 6. Total Taxes and Fees (4+5) (-), 7. TOTAL BALANCE DUE (3+6) (39,900.00).

SELLER AND MANUFACTURER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS) EXCEPT AS PROVIDED ON THE REVERSE SIDE.

NOTICE TO PURCHASER

- 1. Read this contract before you sign it.
2. You are entitled to an exact and completely filled in copy of this contract when you sign it.
3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.

Order Taken by: Scott Brazil
Date accepted: May 7 2024

Signature:
Name: Town of Silver Cliff
Address: 612 E Main
Custer Silver Cliff Co 81252

Dealer / Sales Manager

We appreciate your business!

719-371-7801 pws@silvercliff.co
(Phone/Cellular#) (fax/email)

## LETTER OF INTENT

This Letter of Intent describes the proposed arrangement between the Town of Silver Cliff (“Purchaser”) and Shirley D. Lloyd (“Seller”) as of this \_\_\_\_\_ day of May, 2024.

The following establishes the basic terms and conditions in connection with the purchase of the land parcel(s) described herein (including buildings if applicable). The following terms will be used for the discussions between the parties and are source for drafting of the Purchase Agreement (to be presented by Purchaser, subject to mutual negotiation and execution by the parties, consistent with this Letter of Intent). Any binding transaction is subject to execution of a mutually acceptable Purchase Agreement between the parties. It is the intention of the parties that the standard Colorado Real Estate Commission’s “Contract to Buy and Sell Real Estate (Land)” (Form CBS4-6-23) shall be used as the basis for the Purchase Agreement. No Purchase Agreement will be negotiated or entered into until / unless the Purchaser successfully obtains actual grant funding to fund the Purchaser’s purchase.

1) **Parcel:** The parcels (and buildings if applicable) are *generally* described as follows (the legal description in the title work required by a Purchase Agreement will control) (all parcels are located in Custer County, Colorado):

Parcel 1:

A tract of land in the NW1/4 of the SE1/4 of Section 17, Township 22, Range 72 described in Book 152, Page 105 and Book 194, Page 10 of the records of the Custer County Clerk and Recorder; less the tracts described as parcels 1 and 2 in a survey recorded 5/21/2008 in Reception Number 803 [sic] of the Custer County Clerk and Recorder, containing 2.8 acres m/l.

Parcel 2:

A tract of land in the NW1/4 of the SE1/4 of Section 17, Township 22, Range 72 also known as parcel 2 in a land survey plat recorded 5/21/2008 in Reception Number 830 [sic] of the Custer County Clerk and Recorder, less .01 acres as described by Reception # 231250 of the Custer County Clerk and Recorder; said parcel containing 0.76 acres m/l

Also known as 45 East Main Street, Silver Cliff, Colorado.

Parcel 3:

A tract of land in the NW1/4 of the SE1/4 of Section 17, Township 22, Range 72 described in Book 195, Page 510 of the records of the Custer County Clerk and Recorder; less the tracts described as parcels 1 and 2 in

a survey recorded 5/21/2008 in Reception Number 830 [sic] of the Custer County Clerk and Recorder, containing 8.7 acres m/l.

Parcel 4:

A tract of land in the SW1/4 of the NE1/4 and a portion of the NW1/4 of the SE1/4 of Section 17, Township 22, Range 72 except public road rights of way described in Book 201, Page 638 of the records of the Custer County Clerk and Recorder; containing 15.88 acres m/l.

(hereinafter, collectively known as the "Property").

During the period where this Letter of Intent is active, Seller shall not solicit or accept any offers for the sale of the Property.

2) **Condition:** "As is where is" with representations and warranties as included in the Purchase Agreement.

3) **Access Work:** Purchaser will be responsible to address improving access to the parcel if required.

4) **Legal Limitations:** Purchaser is a Colorado local governmental entity, subject to the provisions of the Taxpayers' Bill of Rights ("TABOR"), Colo. Const. Art. X, § 20. As such, Purchaser cannot enter into any multi-year fiscal obligation without the approval of the voters of the Purchaser. If this matter fails to close in calendar year 2024, and the Board of Trustees of the Purchaser fails to adopt a budget for 2025 that includes adequate funding for the intentions created herein, Purchaser shall have no obligations under this Letter of Intent, and Seller shall have no further obligation to Purchaser.

5) **Purchase Price:** \$710,000.00

6) **Escrow Deposit:** The Purchase Agreement shall require no escrow deposit from Purchaser.

7) **ALTA Survey of Property & Legal Description of any Necessary Easements:** May be obtained by Purchaser at Purchaser's expense and shall include any encroachments or utility easements.

8) **Title Insurance:** Ordered by Seller at Seller's expense, within fifteen (15) days after execution of the Purchase Agreement. Seller may determine which Title Company will be used for this transaction.

9) **Transfer, State Tax, Closing Costs & Fees:** Real property tax to be prorated at closing, with Seller to pay the portion of the tax through the date of closing. Transfer, State Tax (document), Closing Costs & Fees will be split equally between Seller and Purchaser.

10) **Due Diligence Period:** 60 days after mutual execution of the Purchase Agreement. During the Due Diligence Period, Purchaser may perform a survey, conduct engineering/hydrology studies, title examination(s) and such other inspections and examinations as Purchaser deems necessary and/or appropriate. If during the Due Diligence Period, the Purchaser determines that the Property is not suitable for its intended use, Purchaser shall have the right to terminate the purchase agreement and have any deposit refunded. The Purchase Agreement may set forth more detailed deadlines for such due diligence, including notice and cure deadlines as appropriate.

11) **Closing:** To occur no later than 30 days following the conclusion of the Due Diligence Period, as described in further detail in the Purchase Agreement.

12) **Commission:** Seller and Purchaser warrant and indemnify that there is no broker representing their interests.

For the Town of Silver Cliff:

For the Seller

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H.A. "Buck" Wenzel, Mayor

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Shirley D. Lloyd

## LETTER OF INTENT

This Letter of Intent describes the proposed arrangement between the Town of Silver Cliff (“Purchaser”) and Susan Aldrich, Molly Aldrich, and Jennifer Warner (collectively, “Seller”) as of this \_\_\_\_ day of May, 2024.

The following establishes the basic terms and conditions in connection with the purchase of the land parcel(s) described herein (including buildings if applicable). The following terms will be used for the discussions between the parties and are source for drafting of the Purchase Agreement (to be presented by Purchaser, subject to mutual negotiation and execution by the parties, consistent with this Letter of Intent). Any binding transaction is subject to execution of a mutually acceptable Purchase Agreement between the parties. It is the intention of the parties that the standard Colorado Real Estate Commission’s “Contract to Buy and Sell Real Estate (Land)” (Form CBS4-6-23) shall be used as the basis for the Purchase Agreement. No Purchase Agreement will be negotiated or entered into until / unless the Purchaser successfully obtains actual grant funding to fund the Purchaser’s purchase.

1) **Parcel:** The parcels (and buildings if applicable) are *generally* described as follows (the legal description in the title work required by a Purchase Agreement will control) (all parcels are located in Custer County, Colorado):

Parcel 1:

A tract of land in the NW1/4 of the SE1/4 of Section 17, Township 22, Range 72 described in Book 410, Page 242 of the records of the Custer County Clerk and Recorder, containing 7.84 acres m/l.

Parcel 2:

A tract of land in the SW1/4 of the NE1/4 and the SE1/4 of the NE1/4 of Section 17, Township 22, Range 72 as described in Book 410, Pages 242-244 of the records of the Custer County Clerk and Recorder; containing 7.16 acres m/l.

(hereinafter, collectively known as the “Property”).

During the period where this Letter of Intent is active, Seller shall not solicit or accept any offers for the sale of the Property.

2) **Condition:** “As is where is” with representations and warranties as included in the Purchase Agreement.

3) **Access Work:** Purchaser will be responsible to address improving access to the parcel if required.

4) **Legal Limitations:** Purchaser is a Colorado local governmental entity, subject to the provisions of the Taxpayers’ Bill of Rights (“TABOR”), Colo. Const. Art. X, § 20. As such, Purchaser cannot enter into any multi-year fiscal obligation without the approval of the voters of the Purchaser. If this matter fails to close in calendar year 2024, and the Board of Trustees of the Purchaser fails to adopt a budget for 2025 that includes adequate funding for the intentions created herein, Purchaser shall have no obligations under this Letter of Intent, and Seller shall have no further obligation to Purchaser.

5) **Purchase Price:** \$550,000.00

6) **Escrow Deposit:** The Purchase Agreement shall require no escrow deposit from Purchaser.

7) **ALTA Survey of Property & Legal Description of any Necessary Easements:** May be obtained by Purchaser at Purchaser’s expense and shall include any encroachments or utility easements.

8) **Title Insurance:** Ordered by Seller at Seller’s expense, within fifteen (15) days after execution of the Purchase Agreement. Seller may determine which Title Company will be used for this transaction.

9) **Transfer, State Tax, Closing Costs & Fees:** Real property tax to be prorated at closing, with Seller to pay the portion of the tax through the date of closing. Transfer, State Tax (document), Closing Costs & Fees will be split equally between Seller and Purchaser.

10) **Due Diligence Period:** 60 days after mutual execution of the Purchase Agreement. During the Due Diligence Period, Purchaser may perform a survey, conduct engineering/hydrology studies, title examination(s) and such other inspections and examinations as Purchaser deems necessary and/or appropriate. If during the Due Diligence Period, the Purchaser determines that the Property is not suitable for its intended use, Purchaser shall have the right to terminate the purchase agreement and have any deposit refunded. The Purchase Agreement may set forth more detailed deadlines for such due diligence, including notice and cure deadlines as appropriate.

11) **Closing:** To occur no later than 30 days following the conclusion of the Due Diligence Period, as described in further detail in the Purchase Agreement.

12) **Commission:** Seller and Purchaser warrant and indemnify that there is no broker representing their interests.

For the Town of Silver Cliff:

For the Seller:

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H.A. “Buck” Wenzel, Mayor

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Susan Aldrich

For the Seller:

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Molly Aldrich

For the Seller:

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Jennifer Warner



**TOWN PLAZA**  
PROPERTY AREA

**Legend**  
Untitled Path

Llyod property

Aldrich Property

Google Earth

Image © 2024 Airbus

96

500 ft

