

AGENDA
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
Assembly Room, Administration Building
231 Ensign Street, Fort Morgan, CO 80701
Tuesday August 13, 2024

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/88049897458> If you cannot connect via Zoom, you may submit written public comment to morgancountybcc@co.morgan.co.us by email by 4 p.m. on Monday August 12, 2024.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/88049897458> listen via phone, please dial: 1-312-626-6799, Meeting ID: 880 4989 7458

To watch and/or listen to the meeting but not participate, you may do so by connecting via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/88049897458> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 880 4989 7458

9:00 A.M.

A. WELCOME – CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

Commissioner Westhoff
Commissioner Arndt
Commissioner Becker

B. CITIZEN'S COMMENT PERIOD

Citizens are invited to speak to the Commissioners on agenda or non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chairman. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on future posted agenda if action is required.

C. CONSENT AGENDA

1. Ratify Chairman Mark Arndt's signature on Morgan County Public Trustee Report for July 2024.
2. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 094 Jacobs Engineering Group, Inc.**, Term of Contract August 1, 2024 through July 31, 2025.
3. Ratify the Board of County Commissioners approval of meeting minutes dated August 6, 2024.

All matters under the consent agenda are considered to be routine by the Board of County Commissioners and will be enacted with a single vote. There will be no separate discussion of these items. If discussion

*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

is deemed necessary, any Board member may ask that the item be removed from the Consent Agenda and considered separately:

D. UNFINISHED BUSINESS

No Unfinished Business.

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. Consideration of Approval – **Resolution 2024 BCC 34**, A Resolution granting a three-lot minor subdivision, known as R&T Beauprez minor subdivision.
2. Consideration of Approval – **Resolution 2024 BCC 35**, A Resolution amending the Morgan County zoning regulations concerning tiny homes and tiny houses.
3. Consideration of Approval – **Updated Settlement Agreement** between Prairie View Ranch Partners, LLC., Harrison Homes, Inc., and the Board of County Commissioners of Morgan County.
4. Consideration of Approval – **A Resolution Conditionally Approving** a Use by Special Review Permit for a New Confined Animal Feeding Operation, specifically a calf yard, located in part of the SE¼ of Section 20, the SW¼ SW¼ of Section 21, the NW¼ of Section 28 and the N½ NE¼ of Section 29, all in Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado. (Nicole Hay – Planning and Zoning Administrator)

F. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Commissioners Calendar for week of August 9, 2024 through August 20, 2024.

G. PLANNING AND ZONING

1. Public Hearing:

a) Applicants and Landowners: Dwayne and Diana Malone

Legal Description: Lot 2, Walker Minor Subdivision in the W½NW¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado. Also known as 17540 County Road 15, Fort Morgan, CO 80701.

Request: Special Use Permit to construct a second single-family dwelling in a commercial zone.

b) Zoning Amendments: Amendments relating to regulation of natural medicine facilities – including natural medicine healing centers, natural medicine cultivation facilities, natural medicine products manufacturers, natural medicine testing facilities.

H. ADJOURNMENT

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**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION 2024 BCC 34

**A RESOLUTION GRANTING A THREE-LOT MINOR SUBDIVISION, KNOWN AS
R&T BEAUPREZ MINOR SUBDIVISION, LOCATED IN THE NW¼ OF SECTION 36,
TOWNSHIP 4 NORTH, RANGE 60 WEST OF THE 6TH OF P.M.
MORGAN COUNTY, COLORADO**

WHEREAS, Fort Morgan Farms, LLC (the “Owner”) owns property located in the NW¼ of Section 36, Township 4 North, Range 60 West of the 6th P.M., Morgan County, Colorado, (the “Property”);

WHEREAS, Ralph L., Tammy and Donna Beauprez (the “Applicants”) applied for a three-lot minor subdivision pursuant to the County’s Subdivision Regulations (“Application”);

WHEREAS, on May 13, 2024, the Morgan County Planning Commission held a duly noticed public hearing on the Application;

WHEREAS, during the public hearing, the Planning Commission received testimony and evidence from the Applicants, Morgan County staff, and the public and recommended approval;

WHEREAS, on June 4, 2024, the Board of County Commissioners (“Board”) held a duly noticed public hearing on the Application;

WHEREAS, during the public hearing, the Board received testimony and evidence from the Applicants, Morgan County staff, and the public; and

WHEREAS, the Board desires to approve the Application.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO:

1. FINDINGS OF FACT

The Board, having reviewed the application, all information provided and testimony heard, finds that:

- A. The application documents are complete and represent how the subdivision will be laid out including infrastructure, easements and access.

- B. The subdivision is in conformance with the Morgan County Comprehensive Plan and there is access to established public infrastructure.
- C. The subdivision is compatible with surrounding land uses.

2. APPROVAL

The Board hereby approves the R&T Beauprez Minor Subdivision, located in the NW¼ of Section 36, Township 4 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

DATED this ____ day of _____, 2024, *nunc pro tunc* June 4, 2024.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**

Mark A. Arndt, Chair

Jon J. Becker, Commissioner

Gordon H. Westhoff, Commissioner

ATTEST:
(SEAL)

Kevin Strauch, Clerk to the Board

**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 2024 BCC 35

**A RESOLUTION AMENDING THE MORGAN COUNTY ZONING REGULATIONS
CONCERNING TINY HOMES AND TINY HOUSES**

WHEREAS, the County desires to amend the Morgan County Zoning Regulations to address definitions regarding tiny times and tiny houses;

WHEREAS, on July 8, 2024, the Planning Commission held a duly noticed public hearing on the proposed amendments and recommended approval of the amendments with further revisions;

WHEREAS, on August 6, 2024, the Board of County Commissioners held a duly noticed public hearing on the proposed amendments;

WHEREAS, the Board of County Commissioners has complied with all relevant provisions for amending the Morgan County Zoning Regulations; and

WHEREAS, after considering public testimony received and the recommendation of the Planning Commission, the Board of County Commissioners finds these amendments to be in the best interest of the citizens of Morgan County.

NOW THEREFORE BE IT RESOLVED by the Morgan County Board of County Commissioners as follows:

Section 1. Section 1-577 of the Morgan County Zoning Regulations is revised by the addition of a section to read as follows:

1-577 Loft: A floor level located more than 30 inches above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches and used as a living or sleeping space.

Section 2. Section 1-867 of the Morgan County Zoning Regulations is revised by the addition of a section to read as follows:

1-867 Tiny Home: A structure that is permanently constructed on a vehicle chassis; designed for human occupancy; includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home; is not self-propelled; and has a square footage of not more than four hundred (400) square feet.

Section 3. Section 1-870 of the Morgan County Zoning Regulations is revised by the addition of a section to read as follows:

1-870 Tiny House: A dwelling that is 400 square feet or less in floor excluding lofts; constructed on a permanent foundation; designed for permanent occupancy, and built in compliance with the adopted building codes.

Section 4. Section 1-750 of the Morgan County Zoning Regulations is amended to read as follows:

1-750 Recreational Vehicle (RV): A vehicle which is designed primarily for recreational use, camping, or other seasonal use or as temporary living quarters, office, or storage and is designed to be self-propelled, towable, or capable of being carried by a pickup truck. Recreational vehicles shall include motor homes, camper trailers, 5th wheel trailers, pickup truck campers, tiny homes on wheels, and any similar vehicles.

APPROVED this _____ day of _____, 2024, *nunc pro tunc* August 6, 2024

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

Mark A. Arndt, Chair

Jon J. Becker, Commissioner

Gordon H. Westhoff, Commissioner

ATTEST:
(SEAL)

Kevin Strauch, Clerk to the Board

GLOBAL SETTLEMENT AGREEMENT AND FULL AND FINAL MUTUAL RELEASE

This Global Settlement Agreement and Full and Final Mutual Release (the “Agreement”) is entered into by and among Harrison Homes, Inc. (“Harrison Homes”); Prairie View Ranch Partners LLC (“PVRP”), and the Board of County Commissioners of Morgan County, Colorado, (“Morgan County”) and is effective upon full, mutual execution of this Agreement (the “Effective Date”). The above-named parties to this Agreement may be referred to as a “Party” or collectively the “Parties”.

RECITALS

A. From 2019 through the Effective Date, PVRP has owned the real property situate in the County of Morgan, State of Colorado, legally described as Lot 34, Prairie View Ranch P.D (“Lot 34”).

B. Between 2019 and 2021, Harrison Homes made certain improvements on Lot 34, including but not limited to the installation of a modular home, known as a 2021 Bellavista Juniper XL, Serial No. NEB 21-M34410 (the “Modular Home”).

C. In 2021 and 2023, Morgan County sent Notices of Violations and a Stop Work Order to PVRP concerning Lot 34 and relating to the Modular Home.

D. On March 29, 2024, Morgan County filed its *Verified Complaint* and *Motion for Preliminary Injunction* in Morgan County District Court, Case No. 2024CV30017 (the “Lawsuit”), naming PVRP as a defendant and seeking to obtain an Order to remove the Modular Home from Lot 34.

E. On April 19, 2024, PVRP filed its *Response to Motion for Preliminary Injunction*, claiming that Harrison Homes owned the Modular Home.

F. On April 29, 2024, Harrison Homes filed a *Motion to Intervene* in the Lawsuit, asserting claims against PVRP and claiming an ownership interest in both the Modular Home and in Lot 34 and on May 9, 2024, the Court granted Harrison Homes’ *Motion to Intervene*.

G. On May 16, 2024, the Parties attended a settlement conference, where they reached a global settlement of the Lawsuit and all issues related to the Modular Home and Lot 34.

H. The Parties desire and intend to resolve and settle the Lawsuit, and to avoid the uncertainties and expenses attendant to litigation. The Parties intend for this Agreement to set forth all the terms of their settlement, but not for it to be construed as any admission of liability or wrongdoing by any of the Parties.

I. The Parties therefore enter into this Agreement with the mutual intent to fully, finally, and globally settle and resolve the Lawsuit and any and all claims PVRP and Harrison Homes may have by and between one another related to the Lawsuit, the Modular Home, and Lot 34 and to settle Morgan County’s claims made in the Lawsuit.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals; in consideration of the mutual concessions contemplated hereunder; in consideration of the following terms, representations, and undertakings herein; and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged; the Parties hereby agree to be bound as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are material to this Agreement and are incorporated into this Agreement as if fully set forth herein.
2. **Supremacy of Agreement.** All Exhibits to this Agreement are material to this Agreement and are incorporated into this Agreement as if fully set forth herein. To the extent this Agreement conflicts with any Exhibit, this Agreement shall control.
3. **Settlement Payment to Harrison Homes.** Within three (3) business days of the Effective Date, PVRP shall pay and deliver to Harrison Homes the total sum of Eighty Thousand 00/100 dollars (\$80,000.00) in good funds.
4. **Settlement Payment to Morgan County.** Within three (3) business days of the Effective Date, Harrison Homes and PVRP shall each pay and deliver to Morgan County the sum of Seven Thousand and 00/100 dollars (\$7,000.00) in good funds, for a total of Fourteen Thousand and 00/100 Dollars (\$14,000.00).
5. **Harrison Homes' Removal of Modular Home.** Harrison Homes shall, at its sole cost, remove the Modular Home from Lot 34 no later than one hundred twenty (120) days of the Effective Date. Harrison Homes shall indemnify and hold harmless PVRP from any and all losses, damages, or claims arising out of or resulting from Harrison Homes' failure to remove the Modular Home from Lot 34 no later than one hundred twenty (120) days of the Effective Date.
6. **PVRP's Obligations.** PVRP shall execute an option agreement for Harrison Homes to purchase Lot 34, in the form attached hereto as **Exhibit 1**, which is incorporated by this reference as if fully set forth herein. Harrison Homes shall have the right to record the executed copy of **Exhibit 1** in the records of the Morgan County, Colorado, Clerk and Recorder. PVRP shall not sell, convey, or transfer Lot 34 prior to the expiration of Harrison Homes' option. PVRP shall deliver an executed copy of **Exhibit 1** to Harrison Homes within three (3) days of the Effective Date.
7. **No Additional Encumbrances.** Until the expiration of Harrison Homes' option set forth in Exhibit 1, PVRP shall not cause or allow any encumbrances on Lot 34 other than the Schedule B Exceptions set forth on the title commitment attached hereto as **Exhibit 2** and incorporated herein by this reference.
8. **No Additional Building Permit Conditions.** Until the expiration of Harrison Homes' option set forth in Exhibit 1, PVRP shall not cause or allow any other conditions to the

issuance of a building permit for Lot 34, other than those conditions set forth in Morgan County's September 16, 2021, letter attached hereto as **Exhibit 3** and incorporated herein by this reference.

9. **Lawsuit Stipulation and Stay.** Within seven (7) days of the Effective Date, the Parties shall jointly:

- a. present this Agreement to the Court in the Lawsuit as a stipulation pursuant to C.R.S. § 13-22-308;
- b. request that the Court approve this Agreement and make it an enforceable order of the Court; and
- c. stipulate and move for a complete stay of the Lawsuit pending performance of this Agreement.

Within seven (7) days of the removal of the Modular Home from Lot 34 contemplated in Paragraph 5 above, the Parties shall jointly file a stipulation to dismiss the Lawsuit with prejudice under C.R.C.P. 41(a)(1).

10. **Attorney Fees, Costs, and Expenses in Resolving the Lawsuit.** The Parties shall each be responsible for their own attorney fees and costs related to and incurred in Lawsuit and in the preparation and performance of this Agreement, regardless of whether such costs and fees arose before or after the Effective Date of this Agreement.

11. **Attorney Fees, Costs, and Expenses in Enforcing this Agreement.** Should any Party bring any action or seek any relief to enforce the terms of this Agreement, the prevailing Party shall be awarded their reasonable costs and attorney fees incurred in enforcing this Agreement. Notwithstanding this provision, no costs or attorney fees may be sought against Morgan County by a prevailing party.

12. **Mutual Release.** Except for the obligations of performance due after the Effective Date as set forth in this Agreement, PVRP and Harrison Homes (the "Releasing Parties"), on behalf of themselves and each and every one of their agents, representatives, executors, attorneys, heirs, entities, assigns, predecessors, successors, companies, members, directors, officers, shareholders, managers, affiliates, and insurers, hereby release and forever discharge one another and each and every one of their respective agents, representatives, executors, attorneys, heirs, entities, assigns, predecessors, successors, companies, members, directors, officers, shareholders, managers, affiliates, and insurers from any and all claims, damages, demands, losses, lawsuits, actions, liabilities, responsibilities, causes of action, attorney fees, expenses, and costs, losses, covenants, suits and judgments, whatsoever, known or unknown, pled or unpled, asserted or unasserted, at law, in contract, tort, equity or otherwise, which they now have, might have, or might claim to have had, and which occurred on or arose before the Effective Date related to the Lawsuit, Lot 34, the Modular Home, or any of them. It is the intent that this release be interpreted in the broadest possible sense, with the Releasing Parties' remaining rights, duties, and obligations being as set forth in this Agreement. It is understood by the Releasing Parties that there is a risk that subsequent

to the execution of this Agreement or the Effective Date, the Releasing Parties may discover facts different from or in addition to the facts which they now know or believe to be true with respect to the subject matter of this Agreement, or that certain debts, claims, expenses, or liabilities presently known may be or become greater than the Releasing Parties now expect or anticipate. The Releasing Parties intend that this Agreement apply to all unknown or unanticipated results, as well as those known and anticipated, and it is the intention of the Releasing Parties to hereby fully, finally, absolutely, and forever resolve any and all claims and disputes which have existed, do exist, or may exist related to the Lawsuit, Lot 34, and the Modular Home, other than the obligations set forth in this Agreement.

13. Upon dismissal of the Lawsuit, Morgan County agrees to be bound by the dismissal with prejudice related to the facts alleged in the Lawsuit regarding the Modular Home. Nothing herein may be deemed to control over Morgan County's land use authority granted to it pursuant to Colorado law, its Zoning Regulations, or applicable building code.

14. **No Admissions.** This Agreement shall not be construed as an admission of any type of wrongdoing by any Party, or a violation of any federal, state, or local law, ordinance, or regulation.

15. **Mutual Representations and Warranties.** The Parties each represent and warrant that:

- a. they are the sole owner of all claims released through this Agreement;
- b. they have not sold, transferred, or assigned any of those claims to any person, association, or entity;
- c. they have voluntarily executed this Agreement after consulting with counsel and without being pressured or influenced by any statement or representation of any person acting on behalf of any other Party;
- d. this Agreement and any documents executed in connection herewith constitute the legal, valid, and binding obligations of the Parties, enforceable against such Parties in accordance with the terms of this Agreement;
- e. they have read this Agreement and know and fully understand its contents in its entirety;
- f. neither the execution nor the delivery of this Agreement, the incurrence of the obligations herein set forth, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence or indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which such Party is a party or by which such Party may

be bound;

- g. they have the right, power, legal capacity, and authority to execute and enter into this Agreement and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement;
- h. no approval or consent not heretofore obtained by any person or entity is necessary in connection with the execution of this Agreement by such Party or the performance of such Party's obligations under this Agreement;
- i. they have received independent tax and legal advice from attorneys of his choice with respect to the advisability of executing this Agreement;
- j. they have made such investigation of the facts pertaining to this Agreement, and all the matters pertaining thereto, as they deem necessary;
- k. except as expressly provided herein, no person has made any statement or representation to such Party regarding any fact relied upon by such Party in entering into this Agreement and each Party specifically does not rely upon any statement, representation, or promise of any other person in executing this Agreement; and
- l. they will not take any action which would interfere with the performance of this Agreement by any other Party or which would adversely affect any of the rights provided for herein.

16. **Compromise Bona Fide Dispute.** It is expressly understood and agreed that the terms hereof are contractual and not merely recitals, and that the agreements contained herein and the consideration transferred is to compromise disputed claims, avoid litigation, and buy peace, and that no payments made or other consideration given, shall be construed as an admission of liability of any Party, all liability being expressly denied. In the event that this Agreement terminates or otherwise becomes null and void, then, in that event, it shall have been considered to have been prepared and executed pursuant to Rule 408 of the Colorado Rules of Evidence and shall not be offered as evidence for any purpose in any judicial or administrative proceeding. On the other hand, in the event that this Agreement does not terminate by its own terms or otherwise become null and void, then it may be offered as evidence to enforce any term or provision of this Agreement.

17. **Successors in Interest.** The Parties agree and acknowledge that this Agreement will be binding upon and inure to the benefit of their respective executors, administrators, personal representatives, heirs, successors, and assigns.

18. **Entire Agreement.** This Agreement constitutes the complete understanding between the undersigned concerning the subject matter herein. This Agreement supersedes and replaces all other agreements, contracts, statements, representations, or understandings between or among the Parties, whether written or verbal. The Parties acknowledge that there have been no

promises or representations concerning the subject matter of this Agreement other than those set forth herein. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by the Parties.

19. **Interpretation.** This Agreement is mutually negotiated and should not be construed against any Party. Since this Agreement was mutually drafted and negotiated, this Agreement shall not be construed against the “drafter” of the Agreement. The Parties acknowledge and agree that each of them has read and understands the meaning of this Agreement and are voluntarily entering into this Agreement.

20. **Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, such holding shall not affect any other provision hereof. In the event any provision is held illegal, invalid, or unenforceable, such provision shall be limited to give effect to the intent of the Parties to the fullest extent permitted by applicable law.

21. **Waiver or Amendment.** No breach of any provision of this Agreement can be waived unless done in writing except as otherwise set forth in this Agreement or any of the exhibits hereto. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement.

22. **Counterparts.** The Parties may execute this Agreement in counterparts which, when taken together, shall constitute one agreement. The Parties may execute this document by facsimile or electronic signature, which shall be as effective as if an original signature.

23. **Choice of Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Colorado, without regard to its conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue of the Colorado state court located in the County of Morgan, State of Colorado, for any action arising out of or relating to this Agreement.

24. **Non-reliance.** The Parties expressly assume any and all risks that the facts and law may be different from the facts and law as known to, or believed to be, by each such Party as of the date of this Agreement. This Agreement shall be effective and enforceable according to its terms herein even if the facts or law turn out to be different than each Party hereto knows or believes them to be as of the date hereof.

25. **Necessary Acts, Further Assurances.** The Parties shall cooperate in the execution of any documents necessary to execute this Agreement. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

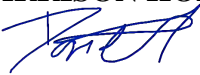
26. **Acknowledgment of Legal Advice.** The Parties agree and acknowledge that they enter into this Agreement after consultation with their attorneys, that their attorneys have explained

the terms of this Agreement, and that they fully understand and voluntarily accept the terms of this Agreement.

27. **Authority of Signatories.** The individuals signing this Agreement represent and warrant that they have the authority to sign this Agreement, including but not limited to all Exhibits to this Agreement.

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE HAVE READ THIS ENTIRE SETTLEMENT AGREEMENT AND HAVE HAD THE TERMS USED HEREIN AND THE CONSEQUENCES THEREOF EXPLAINED BY OUR RESPECTIVE ATTORNEYS, OR HAVE OTHERWISE KNOWINGLY AND VOLUNTARILY CHOSEN NOT TO RETAIN COUNSEL RELATED TO THIS AGREEMENT. WE FULLY UNDERSTAND ALL THE TERMS AND CONSEQUENCES OF THIS SETTLEMENT AGREEMENT AND, BASED UPON SUCH, VOLUNTARILY EXECUTE IT.

HARRISON HOMES, INC.



08/06/2024

By: Daniel Harrison, its President

Date

PRAIRIE VIEW RANCH PARTNERS LLC

By: John D. Pearson, its Member

Date

BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO

8/13/24

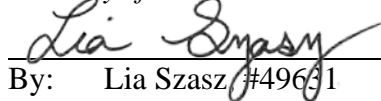
By: Mark A. Arndt, its Chair

Date

Approved as to form:

OTIS & BEDINGFIELD, LLC

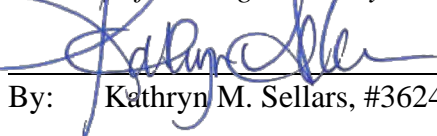
Attorneys for Harrison Homes, Inc.



By: Lia Szasz, #49661

HOFFMANN, PARKER, WILSON & CARBERRY, P.C.

Attorneys for Morgan County



By: Kathryn M. Sellars, #36242

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WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE HAVE READ THIS ENTIRE SETTLEMENT AGREEMENT AND HAVE HAD THE TERMS USED HEREIN AND THE CONSEQUENCES THEREOF EXPLAINED BY OUR RESPECTIVE ATTORNEYS, OR HAVE OTHERWISE KNOWINGLY AND VOLUNTARILY CHOSEN NOT TO RETAIN COUNSEL RELATED TO THIS AGREEMENT. WE FULLY UNDERSTAND ALL THE TERMS AND CONSEQUENCES OF THIS SETTLEMENT AGREEMENT AND, BASED UPON SUCH, VOLUNTARILY EXECUTE IT.

HARRISON HOMES, INC.

By: Daniel Harrison, its President Date

PRAIRIE VIEW RANCH PARTNERS LLC

By: John D. Pearson, its Member Date August 6, 2024

BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO

By: Mark A. Arndt, its Chair Date

Approved as to form:

OTIS & BEDINGFIELD, LLC
Attorneys for Harrison Homes, Inc.

By: Lia Szasz, #49631

HOFFMANN, PARKER, WILSON & CARBERRY, P.C.
Attorneys for Morgan County

By: Kathryn M. Sellars, #36242

GODDARD LAW OFFICE, PLLC
Attorneys for Prairie View Ranch Partners LLC



By: Timothy L. Goddard, #17645

EXHIBIT 1 - Option Agreement

OPTION AGREEMENT
(Real Property)

THIS OPTION AGREEMENT (this “Agreement”) is made and entered into as of the 5th day of August, 2024, by and between Prairie View Ranch Partners LLC, a Colorado limited liability company (“PVRP”) and Harrison Homes Inc., a Colorado corporation (“Harrison Homes”). Each of PVRP and Harrison homes may be referred to individually herein as “Party” and collectively as “Parties.”

RECITALS

- A. PVRP owns the real property located at 34 East Ranch Road, Wiggins, Colorado 80654, more particularly described as Lot 34, Prairie View Ranch P.D., according to the recorded plat thereof; County of Morgan, State of Colorado (the “Property”).
- B. The staff of the Morgan County, Colorado Planning and Zoning Department, issued certain Notices of Violations and a Stop Work Order, which have operated as a moratorium for issuance of a building permit for the Property (the “Moratorium”).
- C. Prior to the institution of the Moratorium, Harrison Homes and PVRP had entered into an agreement that would allow Harrison Homes to purchase the Property with the intention of installing a manufactured home on the Property, the closing of which did not occur.
- D. Morgan County initiated Morgan County District Court, Case No. 2024CV30017 against PVRP (the “Lawsuit”), in which Harrison Homes intervened.
- E. Effective August 5, 2024, the Parties and Morgan County settled the Lawsuit and entered into a Global Settlement Agreement and Full and Final Mutual Release (the “Settlement”).
- F. As part of the Settlement, PVRP has agreed to grant Harrison Homes an option to purchase the Property (the “Option”) subject to the terms stated below upon the securing of a water tap for domestic water service to the Property and the lifting of the Moratorium.

AGREEMENT

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals are material to this Agreement and as such are hereby incorporated into the operative portion of this Agreement as if set forth in full.

2. Term. The term of the Option shall be for a period of one (1) year (the “Option Term”). The Option Term shall commence on the date when all of the following conditions are met and remain in effect (the “Commencement Date”): (i) PVRP provides verifiable written notice to Harrison Homes that a water tap has been secured or is otherwise available for the Property upon payment of the required fee, (ii) Morgan County provides written notice that the Moratorium is no longer in effect, and (iii) a building permit could be issued upon submission of a proper application for a permitted use and satisfaction of all conditions required for the issuance of a building permit. The Option Term shall expire, and this Agreement shall terminate automatically without further notice required on the date that is one (1) year from the Commencement Date.

3. Grant. PVRP grants Harrison Homes an exclusive irrevocable option to purchase the Property during the Option Term pursuant to this Agreement.

4. Exercise of Option. If at any time during the Option Term, Harrison Homes desires to exercise the Option, Harrison Homes shall deliver written notice of exercise of the Option to PVRP (the “Exercise Notice”). The Exercise Notice shall include a dated and executed copy of the Contract to Buy and Sell Real Estate (Land) (the “Contract”), attached as **Exhibit A** and incorporated herein by reference. PVRP shall countersign and return a copy of the fully executed Contract to Harrison Homes within three (3) business days of PVRP’s receipt of the Exercise Notice. That date that PVRP signs the Contract shall be the “MEC Date.” Said Exercise Notice shall be delivered in the manner provided below for the delivery of notices.

5. Closing. Closing of the sale and purchase of the Property under the Contract shall take place on that date mutually agreed upon by the Parties (the “Closing Date”). In no event shall the Closing Date be later than thirty (30) days after the MEC Date. Property taxes, insurance premiums, utility expenses, and other similar items shall be prorated as of closing.

6. Title. PVRP has obtained the New TBD Commitment, dated June 4, 2024, under Equity Title of Colorado file number 00057675 SB, attached as **Exhibit B** (the “Title Commitment”). On or before the Record Title Deadline, as set forth in the Contract, PVRP shall obtain an update to the Title Commitment, effective as of the MEC Date, for an owner’s title insurance policy in the amount of Eighty Thousand Dollars (\$80,000.00). The Title Commitment shall not include extended coverage. If Harrison Homes requests extended coverage or any special endorsements to the resulting policy, Harrison Homes shall be responsible to pay any additional premium expense to obtain such additional coverage. Harrison Homes has reviewed the Title Commitment and agrees to accept title to the Property subject to those exceptions listed in

Schedule B of the Title Commitment. PVRP shall obtain an updated title commitment upon receipt of the Option Notice for review by Harrison Homes (the "Updated Commitment"). Harrison Homes shall have the right to review and raise objection to any encumbrances appearing on Schedule B of the Updated Commitment that were not contained in Schedule B of the Title Commitment. PVRP shall take no actions that will immediately, or upon the passage of time, would result in additional encumbrances on the Property of any nature.

8. Purchase Price. The "Purchase Price" shall be \$80,000.00. If a water tap has not been secured for the benefit of the Property as of the Closing Date, Buyer shall receive a credit in an amount equal to the then current fees charged by Prairie View Ranch Water District for the issuance of a residential water tap (the "Water Tap Credit"). The value of the Water Tap Credit shall not exceed the Purchase Price.

9. Other Terms. All other terms of the purchase and sale shall be as provided in the Contract attached as Exhibit A.

10. Recording of Memorandum of Option Agreement. A Memorandum of this Agreement, in a form reasonably acceptable to the Parties, shall be recorded within five (5) days of the MEC Date. The Memorandum shall exclude reference to the Purchase Price. If the sale of the Property to Harrison Homes does not occur, then, in order to remove the "cloud" on PVRP's title caused by the recording of said Memorandum, Harrison Homes, at the request of PVRP, shall execute a release or other appropriate document in a recordable form terminating the Option and relinquishing any interest which Harrison Homes may have in the Property. If Harrison Homes fails to do so, PVRP may institute a "quiet title" action in the Morgan County District Court and recover its expenses, including reasonable attorneys' fees, from Harrison Homes incurred in the action.

11. Headings. The section headings used herein are for convenience of reference only and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

12. Notices. Any notice or other communication given by either Party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by email, to such other Party at the respective addresses set forth below (or at such other address as may be designated, from time to time, by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, such notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by electronic mail, such notice shall be deemed effective on the date sent provided the delivery thereof is acknowledged by the receiving Party (or, if such notice is not related to a default of the other Party, if such delivery is not acknowledged by the

receiving Party, but the sender's email program evidences that such email was sent, and the sender does not receive any indication that such email did not get delivered properly to the receiving Party, such notice is deemed effective upon delivery):

If to PVRP, to:

Prairie View Ranch Partners LLC
Attn.: Ms. Doryea L. Pennington
16415 Morgan County Road 28
P.O. Box 233
Brush, CO 80723
Email: gdoryea@gmail.com

With a copy to:

Timothy L. Goddard, Esq.
Goddard Law Office, PLLC
210 East 29th Street
Loveland, CO 80538
Email: timg@hfglawfirm.com

If to Harrison Homes, to:

Harrison Homes Inc.
Attn.: Mr. Daniel Harrison
33 Stagecoach Lane
Fort Morgan, CO 80701
Email:

With a copy to:

Lia Szasz, Esq.
Otis & Bedingfield, LLC
2725 Rocky Mountain Ave., Suite 300
Loveland, CO 80538
Email:

13. Fees and Costs. In the event of any litigation arising out of this Agreement, the Court shall award to the prevailing Party all reasonable costs and expenses of such Party in connection with the litigation including, without limitation, all reasonable attorneys' fees.

14. Entire Agreement. This Agreement expresses the entire understanding of the Parties regarding the specific subject matter hereof. This Agreement may not be amended, modified, or changed, and no waiver of any provision of this Agreement shall be effective, except by an instrument in writing signed by all Parties.

15. Delays During the Term. At Harrison Homes' option, the Option Term may be extended for a period of time equal to the period of time during which the ability to obtain a building permit for the property is delayed or suspended because of the occurrence of a

Moratorium or Force Majeure. For purposes of this Agreement, “Force Majeure” shall mean causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, material disruption to the global supply chain, vandalism, theft, epidemic, pandemic, war, revolution, insurrection, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the Commencement Date and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

16. Miscellaneous.

- a. The Parties understand and agree that they will mutually cooperate and at all times act in good faith to complete the work and transactions contemplated in this Agreement.
- b. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, heirs and legal representatives.
- c. Time is of the essence hereof.
- d. This Agreement was made in the State of Colorado and shall be governed by, construed, and enforced in all respects in accordance with the laws of the State of Colorado, without reference to its conflict-of-laws or choice-of-laws provisions. Venue shall be proper only in the Morgan County District Court for any dispute arising hereunder.
- e. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument representing the agreement of the Parties to this Agreement.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first stated above.

PRAIRIE VIEW RANCH PARTNERS LLC,
a Colorado limited liability company

By: _____
John D. Pearson, Member

HARRISON HOMES INC.,
a Colorado corporation

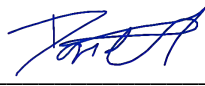
By:  _____
Daniel Harrison, President

EXHIBIT - ntra t

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-23) (Mandatory 1-24)

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

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

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. HARRISON HOMES INC. (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other Sole Ownership.

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

2.3. Seller. PRAIRIE VIEW RANCH PARTNERS LLC (Seller) is the current owner of the Property described below.

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

Lot 34 of PRAIRIE VIEW RANCH P.D., according to the recorded plat thereof; County of Morgan, State of Colorado.

known as: 34 East Ranch Road Wiggins CO 80654,
Street Address City State Zip

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

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

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

24x35 detached garage and concrete home foundation

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

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

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

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

53
54 **2.6. Exclusions.** The following items are excluded (Exclusions): *N/A*.

55
56 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

57 **2.7.1. Deeded Water Rights.** The following legally described water rights: *N/A*.

58
59
60
61 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

62 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
63 2.7.4. and 2.7.5., will be transferred to Buyer at Closing: *N/A*.

64
65
66
67 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
68 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,
69 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
70 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
71 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
72 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
73 *N/A* .

74 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows: *N/A*.

75
76
77
78 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
79 conveyed as part of the Purchase Price as follows:

80
81 *See Additional Provisions below.*

82
83 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**
84 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

85 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
86 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights
87 to Buyer by executing the applicable legal instrument at Closing.

88 **2.7.7. Water Rights Review.** Buyer **Does** **Does Not** have a Right to Terminate if examination of the Water
89 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

90 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows: *N/A*.

91
92 **3. DATES, DEADLINES AND APPLICABILITY.**
93 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>11:59 p.m.</i>
2	§ 4	Alternative Earnest Money Deadline	<i>3 days after MEC</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>10 days after MEC</i>
4	§ 8	Record Title Objection Deadline	<i>15 days after MEC</i>
5	§ 8	Off-Record Title Deadline	<i>10 days after MEC</i>
6	§ 8	Off-Record Title Objection Deadline	<i>15 days after MEC</i>
7	§ 8	Title Resolution Deadline	<i>20 days after MEC</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>N/A</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>10 days after MEC</i>
10	§ 7	Association Documents Termination Deadline	<i>15 days after MEC</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>N/A</i>

12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	<i>1 day prior to the Closing Date</i>
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	N/A
31	§ 10	Inspection Objection Deadline	N/A
32	§ 10	Inspection Resolution Deadline	N/A
33	§ 10	Property Insurance Termination Deadline	N/A
34	§ 10	Due Diligence Documents Delivery Deadline	<i>10 days after MEC</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>15 days after MEC</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>20 days after MEC</i>
37	§ 10	Environmental Inspection Termination Deadline	N/A
38	§ 10	ADA Evaluation Termination Deadline	N/A
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	<i>30 days after MEC</i>
44	§ 17	Possession Date	<i>At Closing</i>
45	§ 17	Possession Time	<i>At Closing</i>
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	<i>5:00 p.m.</i>

94 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
95 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
96 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
97 "None", such provision means that "None" applies.

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

100 **3.3. Day; Computation of Period of Days; Deadlines.**

101 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
102 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
103 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end

104 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
105 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

106 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
107 ending date is not specified, the first day is excluded and the last day is included.

108 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
109 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
110 the deadline will not be extended.

111 **4. PURCHASE PRICE AND TERMS.**

112 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 80,000.00	
2	§ 4.3.	Earnest Money		\$ 1,000.00
3	§ 4.5.	New Loan		\$ N/A
4	§ 4.6.	Assumption Balance		\$ N/A
5	§ 4.7.	Private Financing		\$ N/A
6	§ 4.7.	Seller Financing		\$ N/A
7				
8				
9	§ 4.4.	Cash at Closing		\$ 79,000.00
10		TOTAL	\$ 80,000.00	\$ 80,000.00

113 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller Concession
114 may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included
115 in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession
116 include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee,
117 cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
118 in this Contract.

119 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a cash, check or other form of acceptable
120 payment will be payable to and held by Equity Title of Colorado (Earnest Money Holder), in its trust account, on behalf of both
121 Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an
122 **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company
123 conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have
124 interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
125 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
126 Money Holder in this transaction will be transferred to such fund.

127 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
128 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

129 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
130 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
131 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
132 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
133 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
134 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
135 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
136 Release form), within three days of Buyer's receipt.

137 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
138 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**
139 **is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

140 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
141 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer**
142 **is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

143 **4.4. Form of Funds; Time of Payment; Available Funds.**

144 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
145 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
146 check, savings and loan teller's check and cashier's check (Good Funds).

147 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
148 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
149 **NONPAYING PARTY WILL BE IN DEFAULT.**

150 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have
151 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

152 **4.5. New Loan.** Intentionally deleted.

153 **4.6. Assumption.** Intentionally deleted.

154 **4.7. Seller or Private Financing.** Intentionally deleted.

155

TRANSACTION PROVISIONS

156 **5. FINANCING CONDITIONS AND OBLIGATIONS.** Intentionally deleted.

157 **6. APPRAISAL PROVISIONS.** Intentionally deleted.

158 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
159 Communities and subject to one or more declarations (Association).

160 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
161 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
162 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
163 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
164 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
165 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
166 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
167 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
168 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
169 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
170 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
171 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
172 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
173 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
174 **ASSOCIATION.**

175 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
176 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
177 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
178 of the Association Documents, regardless of who provides such documents.

179 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

180 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
181 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
182 C.R.S.;

183 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
184 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
185 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
186 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

187 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
188 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
189 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
190 (Association Insurance Documents);

191 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
192 disclosed in the Association's last Annual Disclosure;

193 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
194 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
195 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
196 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
197 Association's community association manager or Association will charge in connection with the Closing including, but not limited
198 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
199 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of

200 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
201 7.3.5., collectively, Financial Documents);

202 **7.3.6.** Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5,
203 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
204 Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2.
205 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
206 elements or limited common elements of the Association property.

207 **7.4. Conditional on Buyer’s Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
208 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
209 any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after
210 **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 24.1. by Buyer’s Notice to
211 Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive
212 the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing**
213 **Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to
214 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
215 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

217 **8.1. Evidence of Record Title.**

218 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
219 company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish
220 to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
221 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
222 and delivered to Buyer as soon as practicable at or after Closing.

223 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
224 company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to
225 Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
226 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

227 **8.1.3. Owner’s Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner’s
228 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
229 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap
230 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
231 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
232 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.
233 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
234 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
235 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
236 § 8.7. (Right to Object to Title, Resolution).

237 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
238 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
239 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
240 Documents).

241 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
242 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
243 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
244 party or parties obligated to pay for the owner’s title insurance policy.

245 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
246 portion of the Property (Abstract of Title) in Seller’s possession on or before **Record Title Deadline**.

247 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
248 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer’s
249 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
250 any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title
251 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
252 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
253 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
254 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
255 or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection,
256 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
257 to Title, Resolution). If Seller has fulfilled all Seller’s obligations, if any, to deliver to Buyer all documents required by § 8.1.

258 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
259 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
260 Documents as satisfactory.

261 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
262 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
263 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
264 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
265 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
266 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
267 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
268 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record**
269 **Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
270 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice
271 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
272 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
273 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
274 any, of third parties not shown by public records of which Buyer has actual knowledge.

275 **8.4. Special Taxing and Metropolitan Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO**
276 **GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
277 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE**
278 **PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT**
279 **WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
280 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
281 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
282 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
283 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
284 **RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any,**
285 **is: N/A.**

286 **8.5. Tax Certificate.** A tax certificate paid for by **Seller** **Buyer**, for the Property listing any special taxing or
287 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
288 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
289 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
290 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's
291 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
292 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
293 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
294 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)
295 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

296 **8.6. Third Party Right to Purchase/Approve.** Intentionally deleted.

297 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
298 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
299 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
300 applicable deadline, Buyer has the following options:

301 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
302 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
303 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
304 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
305 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
306 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
307 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
308 applicable documents; or

309 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
310 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

311 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
312 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
313 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
314 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
315 laws and governmental regulations concerning land use, development and environmental matters.

316 8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
317 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
318 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
319 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
320 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
321 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
322 GAS OR WATER.

323 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
324 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
325 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
326 RECORDER.

327 8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
328 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
329 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
330 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

331 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
332 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
333 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
334 AND GAS CONSERVATION COMMISSION.

335 8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
336 not covered by the owner's title insurance policy.

337 8.9. Mineral Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Mineral
338 Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

339 9. NEW ILC, NEW SURVEY. Intentionally deleted.

340 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

341 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF
342 WATER.

343 10.1. Seller's Property Disclosure. *Intentionally Omitted.*

344 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer
345 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
346 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
347 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
348 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
349 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

350 10.3. Inspection. *Intentionally Omitted.*

351 10.4. Damage, Liens and Indemnity. *Intentionally Omitted.*

352 10.5. Insurability. *Intentionally Omitted.*

353 10.6. Due Diligence.

354 10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information
355 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery
356 Deadline:

357 10.6.1.1. Occupancy Agreements. *Intentionally Omitted.*

358 10.6.1.2. Leased Items Documents. *Intentionally Omitted.*

359 10.6.1.3. Encumbered Inclusions Documents. *Intentionally Omitted.*

360 10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies
361 of the following:

362 10.6.1.4.1. All contracts relating to the operation, maintenance and management of the
363 Property;

364 10.6.1.4.2. Property tax bills for the last _____ years;

365 10.6.1.4.3. As-built construction plans to the Property and the tenant improvements, including
366 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
367 extent now available;

368 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;

369 10.6.1.4.5. Operating statements for the past _____ years;

370 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;

- 371 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
 372 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
 373 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
 374 have been made for the past ____ years;
 375 **10.6.1.4.9.** *Any soils* reports, surveys and engineering reports or data pertaining to the
 376 Property *Seller's possession or known to Seller* (if not delivered earlier under § 8.3);
 377 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
 378 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
 379 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
 380 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
 381 Seller;
 382 **10.6.1.4.11.** *Any Americans with Disabilities Act* reports, studies or surveys concerning the
 383 compliance of the Property with said Act;
 384 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
 385 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
 386 authorizations, if any *subsequent to MEC*; and
 387 **10.6.1.4.13.** Other:
 388

389 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
 390 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
 391 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

392 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
 393 or

394 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 395 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

396 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
 397 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
 398 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
 399 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
 400 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

401 **10.6.3. Zoning. Intentionally Omitted.**

402 **10.6.4. Due Diligence – Environmental, ADA. Intentionally Omitted.**

403 **10.7. Conditional Upon Sale of Property. Intentionally Omitted.**

404 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
 405 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
 406 the Property. There is **No Well**. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit.
 407 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
 408 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
 409 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

410 **10.9. Existing Leases; Modification of Existing Leases; New Leases. Intentionally Omitted.**

411 **10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**

412 **10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]**

413 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]**

414
 415

416 **11. TENANT ESTOPPEL STATEMENTS.** Intentionally deleted.

417

CLOSING PROVISIONS

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

419 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
 420 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
 421 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
 422 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
 423 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
 424 Seller will sign and complete all customary or reasonably required documents at or before Closing.

425 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
426 this Contract.

427 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
428 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
429 Buyer. The hour and place of Closing will be as designated by mutual agreement of the parties on that date that is not more than
430 30 days after MEC.

431 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
432 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

433 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
434 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
435 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

436 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
437 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
438 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
439 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
440 sufficient special warranty deed to Buyer, at Closing.

441 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
442 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

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

447 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
448 **WITHHOLDING.**

449 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
450 to be paid at Closing, except as otherwise provided herein.

451 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
452 One-Half by Buyer and One-Half by Seller Other _____.

453 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
454 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
455 associated with or specified in the Status Letter will be paid as follows:

456 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
457 Seller One-Half by Buyer and One-Half by Seller N/A.

458 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
459 and One-Half by Seller N/A.

460 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
461 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
462 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

463 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
464 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

465 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
466 Buyer and One-Half by Seller N/A.

467 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
468 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

469 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
470 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
471 One-Half by Buyer and One-Half by Seller N/A.

472 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
473 \$_____ for:

474 Water Stock/Certificates Water District
475 Augmentation Membership Small Domestic Water Company _____
476 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

477 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
478 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

479 **15.9. FIRPTA and Colorado Withholding.**

480 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
481 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
482 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
483 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
484 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
485 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
486 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
487 if an exemption exists.

488 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
489 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
490 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
491 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
492 tax advisor to determine if withholding applies or if an exemption exists.

493 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

494 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

495 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
496 for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy
497 and Most Recent Assessed Valuation, Other _____.

498 **16.1.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit
499 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
500 writing of such transfer and of the transferee's name and address.

501 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and any other applicable
502 utilities.

503 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

504 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
505 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
506 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
507 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
508 assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except however, any
509 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
510 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
511 there are no unpaid regular or special assessments against the Property except the current regular assessments and NONE
512 Association Assessments are subject to change as provided in the Governing Documents.

513 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
514 subject to the Leases as set forth in § 10.6.1.1.

515 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
516 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 100.00 per day (or any part of a day
517 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

518

GENERAL PROVISIONS

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

522 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
523 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
524 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
525 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
526 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
527 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
528 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
529 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
530 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
531 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
532 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney

533 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
534 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

535 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
536 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
537 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
538 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
539 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
540 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
541 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
542 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
543 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
544 Closing.

545 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
546 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
547 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
548 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
549 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
550 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

551 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
552 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

553 **18.5. Home Warranty. [Intentionally Deleted]**

554 **18.6. Risk of Loss – Growing Crops. *Intentionally Omitted.***

555 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
556 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
557 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
558 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
559 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
560 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
561 be complied with.

562
563 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
564 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
565 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
566 has the following remedies:

567 **20.1. If Buyer is in Default:**

568 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
569 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
570 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
571 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

572 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may
573 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
574 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
575 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
576 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

577 **20.2. If Seller is in Default:**

578 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
579 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
580 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
581 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
582 or damages, or both.

583 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
584 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
585 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
586 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
587 Contract are reserved and survive Closing.

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

591 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
592 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
593 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
594 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
595 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
596 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
597 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
598 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
599 Section will not alter any date in this Contract, unless otherwise agreed.

600 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
601 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
602 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
603 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
604 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
605 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
606 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
607 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
608 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
609 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
610 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

611 **24. TERMINATION.**

612 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
613 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
614 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
615 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
616 and waives the Right to Terminate under such provision.

617 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
618 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

625 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

626 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
627 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
628 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
629 must be received by the party, not Broker or Brokerage Firm).

630 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
631 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
632 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
633 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or none other.

634 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
635 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
636 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

637 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
638 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
639 located in Colorado.

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

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

649

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

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

652
653 *29.1. Closing by Buyer of the transaction contemplated herein shall be contingent upon the availability of a water*
654 *tap for domestic water service to the Property. If Seller has not secured a water tap for the benefit of the Property as of*
655 *the Closing Date, Buyer shall receive a credit in an amount equal to the then current fees charged by Prairie View Ranch*
656 *Water District for the issuance of a residential water tap (the "Water Tap Credit"). The value of the Water Tap Credit*
657 *shall not exceed the Purchase Price.*

658
659 *29.2. Should Seller request a water tap for domestic water service to the Property and the fee of the same exceeds*
660 *\$80,000.00, Seller shall notify Buyer of that amount that would be due in excess of \$80,000.00 and the date such amount*
661 *would need to be paid to the Prairie View Ranch Water District in order to secure the water tap for the Property prior to*
662 *the Closing Date. Buyer may, in Buyer's sole discretion, pay that portion of the cost for the water tap that exceeds*
663 *\$80,000.00 to Prairie View Ranch Water District or proceed to Closing subject to the Water Tap Credit. Buyer*
664 *understands and acknowledges that should buyer choose to proceed to Closing and receive the Water Tap Credit, Seller*
665 *shall have no responsibility for securing a domestic water tap for the Property or for paying any costs and fees above the*
666 *Water Tap Credit to secure a domestic water tap for the Property. Seller makes no warranty or guarantee in relation to*
667 *the fees in effect at the time Buyer should seek to secure the same.*

668 **30. OTHER DOCUMENTS.**

669 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

670
671 *30.1.1. This Contract to Buy and Sell Real Estate (Land) (Property with No Residences) is attached as Exhibit "A" to and*
672 *made a part of that certain "Option Agreement", dated _____, as executed between the parties. All other terms of the*
673 *purchase and sale of the Property shall be as provided in the Option Agreement. In the event of a conflict between the terms*
674 *and conditions of this Contract and those stated in the Option Agreement, the terms and conditions of this Contract shall*
675 *control.*

676
677 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:
678
679

680

SIGNATURES

681 Buyer's Name: HARRISON HOMES INC.,
a Colorado corporation

By: _____

Buyer's Signature: *Daniel Harrison, President* Date _____

Address: 33 Stagecoach Lane
Fort Morgan, CO 80701

Phone No.: _____

Fax No.: _____

Email Address: _____

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

Seller's Name: PRAIRIE VIEW RANCH PARTNERS LLC,
a Colorado limited liability company

Seller's Name: _____

By: _____
Seller's Signature: *John D. Pearson, Member* Date

Seller's Signature Date

Address: 16415 Morgan County Road 28
Brush, CO 80723

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

683

684

END OF CONTRACT TO BUY AND SELL REAL ESTATE

685

EXHIBIT 2 an EXHIBIT B - ne , 202 , Title mmitment



EQUITY TITLE OF COLORADO

520 Sherman Street
Fort Morgan, CO 80701
Phone: (970) 867-0515 • Fax: (970) 867-2246

Date: June 4, 2024

Our File Number: 00057675 SB

C-1 – New TBD Commitment

Re: Prairie View Ranch Partners, LLC / TBD

Property Address: 34 East Ranch Road Wiggins, CO 80654

Escrow Officer: Corri Barton	(970) 867-0515	<i>cbarton@equitycol.com</i>
Escrow Assistant:		
Title Officer: Shelly Butt	(303) 563-4655	<i>shellyb@equitycol.com</i>

[Delivery List]

Seller:
Prairie View Ranch Partners, LLC
Email: jdpearson43@gmail.com
Email: jdp@pearsonrealestate.com
SENT VIA

Copy to:
Tim Goddard
Ph: (970) 493-5070
Email: timg@hfglawfirm.com
SENT VIA EMAIL

Buyer:
TBD

Copy to:
Doryea Pennington
Email: gdoryea@gmail.com
SENT VIA EMAIL



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY

Stewart Title Guaranty Company - II

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company - II, a Texas (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Shelly R Butt

Authorized Countersignature

Equity Title Associates II, LLC

Company Name

Fort Morgan, CO 80701

City, State



Fred H Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under state statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PROFORMA POLICY

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. This Commitment Condition does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY - II

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company - II, P.O. Box 2029, Houston, Texas 77252-2029.

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Equity Title Associates II, LLC
Issuing Office: 520 Sherman Street, , Fort Morgan, CO 80701
ALTA® Universal ID: None
Loan ID Number:
Issuing Office File Number: 00057675-003-CB-SB
Property Address: 34 East Ranch Road, Wiggins, CO 80654

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Effective Date: **May 28, 2024**
- 2. Policy to be issued:
 - (a) **None**
 - Proposed Insured: **[TBD]**
 - Proposed Amount of Insurance: **\$0.00**
 - The estate or interest to be insured: **[FEE SIMPLE]**
 - (b) **None**
 - Proposed Insured: **[NONE]**
 - Proposed Amount of Insurance: **\$0.00**
 - The estate or interest to be insured: **[FEE SIMPLE]**
 - (c) **None**
 - Proposed Insured: **[]**
 - Proposed Amount of Insurance:
 - The estate or interest to be insured: **[]**
- 3. The estate or interest in the Land at the Commitment Date is:
[FEE SIMPLE]
- 4. The Title is, at the Commitment Date, vested in:
[Prairie View Ranch Partners, LLC]
- 5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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TITLE PREMIUMS

TBD Commitment Fee	\$	300.00
TOTAL	\$	\$ 300.00

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**EXHIBIT A
LEGAL DESCRIPTION**

Lot 34 of PRAIRIE VIEW RANCH P.D., according to the recorded plat thereof;
County of Morgan, State of Colorado.

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010-UN ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

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SCHEDULE B – PART I REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - i. TBD

[=clause=]

- E. Evidence if any that all assessments for common expenses due under the Declaration referred to in Schedule B, Section 2 contained herein, have been paid.
- F. Receipt by the Company of a satisfactory Final Affidavit, executed by Prairie View Ranch Partners, LLC.
- G. Receipt by the Company of a satisfactory Final Affidavit, executed by TBD.
- H. Payment of all taxes and assessments now due and payable.

END OF SCHEDULE B – Part I

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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SCHEDULE B – PART II EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Upon receipt of [a satisfactory survey and] [final affidavits], as shown in Schedule B - Section 1, Exceptions 1 through 4 will not appear on the Lender's Policy (if any) to be issued hereunder.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date of which all of the Schedule B, Part I - Requirements are met.

NOTE: Provided Equity Title Associates II, LLC conducts the closing of this transaction, Exception 5 will be deleted.

6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2024 and subsequent years, a lien, not yet due or payable."

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated March 27, 1911, as Patent No. [186312](#).
9. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated June 4, 1914, as Patent No. [411118](#).
10. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#).

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

11. An undivided 1/3 interest in all oil, gas and other mineral rights, as reserved in the Deed recorded November 17, 1966, in [Book 698 at Page 725](#), and any and all assignments thereof or interests therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. An undivided 1/6 interest in all oil, gas and other mineral rights, as reserved in the Deed recorded August 20, 1974, in [Book 746 at Page 131](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. An undivided 1/3 interest in all oil, gas and other mineral rights, as reserved in Deed recorded August 20, 1974, in [Book 746 at Page 132](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Easement and right of way for pipeline purposes, recorded January 18, 1967, in [Book 699 at Page 547](#).
15. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in the Declaration recorded March 8, 2005, in [Book 1205 at Page 503](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
16. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Resolution, recorded March 8, 2005, as Reception No. [825151](#).
17. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in the Declaration of Protective and Restrictive Covenants recorded March 8, 2005, as Reception No. [825152](#), but omitting any covenant, limitation or restriction based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
18. Terms and conditions as set forth in the Articles of Incorporation of Prairie View Ranch Homeowner's Association, Inc., recorded March 8, 2005, as Reception No. [825153](#).
19. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Ratification, recorded May 14, 2007, as Reception No. [842581](#).
20. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Decree, recorded December 14, 2007, as Reception No. [846787](#).
21. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Water District Service Plan, recorded December 14, 2007, as Reception No. [846788](#).
22. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Ratification, recorded August 6, 2008, as Reception No. [850836](#).

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

23. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Water District document, recorded November 3, 2008, as Reception No. [852268](#).
24. Conveyance of an undivided ½ interest in and to all the oil, gas and other minerals, as described in Deed recorded March 25, 2014, as Reception No. [886921](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
25. Conveyance of an undivided ½ interest in and to all the oil, gas and other minerals, as described in Deed recorded March 25, 2014, as Reception No. [886922](#). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
26. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Prairie View Ranch P.D., recorded March 8, 2005, in [Book 10 at Page 173](#).
27. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Notices, recorded November 29, 2021, as Reception No.'s [936988](#), [936989](#), [936990](#), [936991](#), [936992](#), [936993](#), [936994](#) and [939335](#).
28. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Orders, recorded December 29, 2021, as Reception No.'s [937665](#) and [937666](#).
29. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Orders, recorded January 14, 2022, as Reception No.'s [938101](#) and [938102](#).
30. Terms, conditions, provisions, obligations, easements, agreements, benefits and burdens as set forth in the Rules and Regulations, recorded March 16, 2022, as Reception No. [939336](#).
31. The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
 - a.) Mountain Bell Telephone Company recorded October 2, 1981, in [Book 821 at Page 502](#).
 - b.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#).
 - c.) Wiggins Telephone Association, recorded October 9, 1992, in [Book 947 at Page 824](#).
 - d.) Colorado Interstate Gas Company, recorded September 3, 1985, in [Book 871 at Page 554](#).
 - e.) Colorado Interstate Gas Company, recorded August 31, 1984, in [Book 859 at Page 600](#).

END OF SCHEDULE B – PART II

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DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Equity Title Associates II, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

**Orange Coast Title Family of Companies
PRIVACY POLICY**

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Your California Rights (see attachments) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. *Only applies to CA residents*

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website and provide the ability to opt out (as required by law) before the new policy becomes effective.

If you have any questions or comments regarding our Privacy Policy you may contact us at our toll free number (866) 241-7373 or email us at dataprivacy@octitle.com.

Privacy Policy Last Revision 12/26/2019
Effective on 1/1/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the personal information we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete your information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your personal information based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected

The categories of personal information we have collected include, but may not be limited to:

- real name
- signature
- alias
- SSN
- physical characteristics or description, including
- protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number

- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources

Categories of sources from which we've collected personal information include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected personal information include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared personal information include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the personal information of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- | | | |
|---|------------------------------------|--|
| • real name | • address | • credit card number |
| • Signature | • telephone number | • debit card number |
| • Alias | • passport number | • financial account numbers |
| • SSN | • driver's license number | • commercial information |
| • physical characteristics or description, including protected characteristics under federal or state law | • state identification card number | • professional or employment information |
| | • IP address | |
| | • policy number | |
| | • file number | |
| | • employment history | |
| | • bank account number | |

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866) 241-7373
 Email Us at dataprivacy@octitle.com

Revised on 1/24/2020 / Effective on 1/1/2020

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company - II and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. We do not control their subsequent use of information, and suggest you refer to their privacy notices.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> request insurance-related services provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company - II, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED
HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

EXHIBIT 3 - 9/16/21 Denial Letter



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

September 16, 2021

Tanya Johnson
Office Manager
Harrison Homes

Dear Ms. Johnson,

This building permit application is still deficient. The County cannot accept the letter from Ms. Gibbs as the “owner of the Prairie View Water District.” It was a condition of approval of the Prairie View Ranch PD, that a special district be created to supply water to the development. That special district was created as the Prairie View Ranch Water District, LLC. Further, it was also a condition of approval of the PD, that all assets of the original developer regarding the water delivery system must be transferred and conveyed to that special district. As I’m sure you are aware, special districts in Colorado do not have “owners” but boards of directors that manage the affairs and operation of the district. The Commissioners recently appointed five new directors to that Board. Ms. Gibbs was not one of those individuals nor does she have any authority to act on behalf of the special district. The County will need a will serve letter from an authorized representative of the special district. Please provide that letter by October 1, 2021. If no letter is provided by that date, the County will consider the application withdrawn without further notice.

Please be aware that if the assets of the developer related to the delivery of water have not been transferred to the special district that will be considered a violation of the original approval of the PD and the County may take enforcement action.

Thank you

A handwritten signature in blue ink, appearing to read "Pam Cherry".

Pam Cherry
Planning and Zoning Administrator



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

**BOARD OF COUNTY COMMISSIONERS
August 13, 2024**

RESOLUTION-BOS FARMS, LLC

A Special Use Permit application was submitted to allow for a new livestock confinement operation (CAFO) by AGPROfessionals on behalf of the owner, Bos Farms, LLC. The permitted area is located in a part of the SE $\frac{1}{4}$ of Section 20, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, the NW $\frac{1}{4}$ of Section 28 and the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29, all in Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

The application was for a confined animal feeding operation housing and raising calves, storing and processing feed, and storing and maintaining feed equipment, up to 22,005 animal units and will include calf hutches, pens, and a pond.

A variance was sought to reduce the required setback from a CAFO to an occupied structure from 1320 feet to 770 feet from the Morgan County Board of Adjustment. The variance was approved through Resolution 2023 BOA 01 recorded at Reception No. 947073 of the records of Morgan County Clerk and Recorder.

On July 10, 2023, the Planning Commission held a public hearing on the application and recommended conditional approval on a vote of 7-0. On August 15, 2023, the Board of County Commissioners considered the application and conditionally approved it, requesting a traffic count be conducted by the County and that the owner enter into a road maintenance agreement for County Road 14, as discussed between Morgan County Public Works and AGPROfessionals prior to the hearing. During the public hearing, AGPROfessionals represented that the owner was willing to enter into a road maintenance agreement with the County to address the impacts of the traffic related to the proposed use.

Based upon the representations of the owner, the County proposed a road maintenance agreement and met with AGPROfessionals and a representative of Bos Farms in February 2024. Based upon that meeting, the County proposed a revised road maintenance agreement. The County has not received any specific substantive comments from the owner on the agreement since the agreement was sent to the owner's representative in March 2024. The basic terms of that road maintenance agreement are included at the end of this staff report.

To establish a baseline traffic count, between July 9th and 15th, the County's contractor conducted a traffic count at five locations in the vicinity of the proposed use. The counts were recorded for traffic at the following locations: County Road 14 ((vacated) south of County Road P and south of County Road Q), County Road P (east of County Road 13 and west of County Road 15) and County Road 15 (south of County Road Q). The totals for the week for each location are included with this staff report.

Two resolutions in your packet provide alternative options for your consideration. These are not the only two options for a final decision by the BOCC.

Resolution No. 1

County Public Works is recommending the conditions in the resolution designated as "Resolution No. 1". Resolution No. 1 requires heavy vehicle and truck traffic to use County Road 15 to County Road P to access the property. Heavy vehicle and truck traffic is defined in the resolution as any vehicle that has a gross vehicle weight rating exceeding 26,001 pounds as defined by the USDOT regulations. Gross vehicle weight rating is defined under USDOT regulations as the value specified by the manufacturer as the loaded weight of a single vehicle. As outlined in the resolution, the purpose of this condition is to avoid the impacts on the residences located on County Road 14 and reduce the likelihood of conflicts between heavy vehicle and truck traffic and these residents. Employee and other vehicle traffic below this weight would be permitted to use County Road 14 or County Road 15 as an access route. To enforce this condition, the resolution also addresses required signage. A violation of this condition may result in an amendment or revocation of the permit, subject to the public hearing process.

In addition to this condition, dust mitigation would be required on County Roads 14 or P if the vehicles per day (VPD) (as defined in the resolution) reaches 150. This threshold was recommended by HDR; however, it should be noted that HDR has not been involved in this application and has no specific knowledge of the roads. The condition, designated as E, describes the type of dust mitigation that could be required.

Further, if the traffic count on County Roads 14 or P reaches 400 VPD (also a threshold recommended by HDR), the owner will be required to pave the effected County Road. If the effected County Road is County Road 14, turning lanes will also be required.

For both dust mitigation and paving, the owner will only be obligated to pay for the proportional share of traffic attributable to the traffic associated with the use.

Resolution No. 2

Resolution No. 2 does not require the use of County Road 15 but allows all the use's traffic to utilize County Road 14. The conditions regarding dust mitigation and paving, as described above for Resolution No. 1 also appear in Resolution No. 2.

In addition, there is an additional condition (Condition C), that permits County staff to recommend dust mitigation if the use's traffic results in nuisance conditions or negative impacts on the residences on County Road 14 or on the road itself. The owner is not required to comply with these recommendations; however, if the owner objects, County staff may refer the matter to the Board of

County Commissioners for consideration and decision. This process will be subject to the same notice and hearing requirements.

Both resolutions specifically limit the animal units to calves no greater than 600 lbs.

Appendix to Staff Report
Road Maintenance Agreement – Proposed Terms

Permittee – Bos Farms

Approved Haul Route – Both County Roads 14 and 15

III. Road Dust Control/Abatement

A. Permittee is required to provide dust abatement along an Approved Haul Route being utilized by Permittee to access the Property for the use granted under the SUP. Dust abatement, as outlined in this Section III, shall occur as determined by and at the direction of the County personnel based upon site-specific conditions and in order to ensure the effectiveness of any dust abatement activities by Permittee. The County and Permittee shall coordinate a time for full-depth mag-chloride application by Permittee annually. Application of mag-chloride shall only occur after the County has graded the Approved Haul Route. The County shall not grade the Approved Haul Route if it will negatively impact the application of the mag-chloride, unless there is an immediate threat to public safety. The County may require Permittee to reapply mag-chloride topically, if necessary. However, the Permittee shall not be required to apply full depth mag-chloride more than once a year and reapply mag-chloride topically more than five times during any year.

B. Permittee is required to comply with the direction of County personnel regarding the application of mag-chloride as outlined in subsection III(A) above. All dust abatement shall be coordinated with the County personnel. The County personnel, at its discretion, may waive any requirement of this Section III.

C. The County reserves the right to install traffic counters at the access points of Permittee's facility to the Approved Haul Route Roads, and any other necessary points, to evaluate whether the traffic attributable to Permittee's use has increased and may require more dust abatement. If the County does find there has been an increase in traffic to Permittee's facility and current level of dust abatement is not satisfactory, it shall provide that information to Permittee and the parties shall coordinate the correct level of dust abatement to address the increased traffic count.

D. Permittee shall pay all costs for dust control mitigation and abatement for the Approved Haul Route as described above in Section III. If the Approved Haul Route is designated by the County for another permittee, Permittee shall only be responsible for its proportionate share as described in this Agreement.

IV. Obligation to Repair and Maintain

A. Permittee's Responsibilities. Permittee will be financially responsible for the excavation, repair, and patching of any damage on Approved Haul Routes, which in the sole opinion of the County personnel has been created by vehicle traffic to and from the Property. Should Permittee's use change in a manner that results in an approval of an alternate haul route by the County, it shall be subject to subsection II(B).

B. Significant Damage Repairs. In the event of damage to an Approved Haul Route by Permittee's traffic that causes an immediate threat to public health and safety or renders the road impassible ("Significant Damage"), the County personnel shall, after inspection, notify Permittee of such Significant Damage. The County personnel shall identify the repair required and shall consult with Permittee on the extent, type, timing, materials, and quality of repair (i.e. temporary versus permanent) within twenty-four (24) hours after the County's inspection and Permittee shall commence such repair within forty-eight (48) hours after the consultation with the County personnel or as such time designated by County personnel, which shall be no less than forty-eight (48) hours. If such repair does not commence within the designated time period, the County shall have the right to undertake the repairs and invoice the Permittee for such charges. If Permittee identifies Significant Damage prior to receiving notice thereof from the County,

Permittee may commence repair of such Significant Damage and shall concurrently notify the County of the extent, type, timing, materials, and quality of repair (i.e. temporary versus permanent).

C. Ongoing Maintenance. In the event of Road Damage (as defined below) is identified by County personnel as being caused by Permittee's traffic and is not Significant Damage, the County personnel may provide notice to Permittee of the Road Damage, basis for the determination that the Road Damage was caused by Permittee's traffic and the required repairs. Permittee shall be required to commence repairs in the time designated in the notice, which shall not be less than thirty (30) days from the date of the notice. Nothing herein shall limit the ability of the County and the Permittee to agree upon different repairs or timelines. Road Damage includes but is not limited to the following:

1. Potholes or wheel-depressed areas after the roads have been maintained or graded.
2. Damage to shoulders due to heavy vehicles running off the edge of the road.
3. Damage to ditches as the result of heavy vehicles squeezing the ditches closed by running on the shoulders of the road.
4. Damage to culverts crushed by heavy hauling activities or being "plugged" by sediment from closed ditches.
5. Damage to road surface causing the re-cycling of the surface for the purpose of proper roadway drainage.
6. Damage to the existing base by heavy traffic.

D. Annual Evaluation and Repairs.

1. If the County undertakes a site analysis and/or pavement testing ("Assessment") for any Approved Haul Route prior to June 30th in any year and the results of such Assessment concludes that a portion of an Approved Haul Route will require repairs, paving or other improvements in order to protect the public health, safety, and welfare, the County may determine that such repair, paving or improvements is required. The County shall notify Permittee in writing by August 1st of the year of the Assessment that repairs, paving or other improvements are being considered, along with an estimate of Permittee's proportional share of costs, and copies of the Assessment. Permittee shall have the right within sixty (60) days of notice to Permittee to review, comment upon and supplement the data, collection methodology, and determinations of the Assessment. The County shall consider Permittee's response before final approval of budgeting for the repairs, improvements, or paving. Nothing herein shall prevent the County from reducing the Permittee's proportional share of the costs in its sole discretion. If the County fails to budget sufficient funds or obtain funding for remaining cost of the repairs, paving or improvements described in the notice to Permittee or later determined by the County following Permittee's response period, by the end of the calendar year in which notice was sent to Permittee, Permittee shall not be required to contribute to the costs of such repairs, paving or improvements that occur in the year subsequent to year in which notice was provided to Permittee. If the County determines to require repairs, paving or other improvements in a subsequent year, it must provide new written notice to Permittee as described in this subsection, but may rely on the previously conducted Assessment.

2. The County shall undertake the repairs, improvements or paving described in subsection IV(D) and invoice Permittee its proportional share of costs. Payment on the invoice shall be due within sixty (60) days of the date of the invoice.

E. Future Road Replacement. At any time in the future, if, in the opinion of the County, road damage increases beyond the point that repair of damage cannot maintain the road in a safe and usable condition, Permittee shall pay a proportionate share of a complete road restoration. Notification to Permittee of the required roadway replacements shall be provided in the same manner as subsection IV(D) above.

V. Proportional Share of Maintenance and Repairs

Permittee's proportionate share shall be based upon the percentage of traffic on the road that is attributable to Permittee's use. Permittee shall not be responsible for traffic that is not sourced from Permittee's use.

VI. Traffic Triggered Repairs and Improvements

A. If Permittee's traffic volume reaches a certain threshold, the County may require Permittee to pay a proportionate share of the cost of certain improvements. If traffic counts attributable to Permittee's use reach 400 vehicles per day, the County may require Permittee to pave the gravel portions of the Approved Haul Route and construct turn lanes on County Road Q for traffic turning onto County Road 14, if County Road 14 is being utilized as a haul route.

B. Vehicles per day shall be established by a traffic count. Vehicles per day shall be calculated on passenger car equivalent (PCEs). Each passenger vehicle equals one vehicle per day and semi-tractor trailers equal three PCEs.

Bos Special Use Permit Baseline Traffic Counts
7/9/2024 - 7/15/2024

ADT1 County Road P East of County Road 13

Date	Light Vehicle		Heavy Vehicle		Total Vehicle	Bikes on Road	
	EB	WB	EB	WB		EB	WB
Tuesday 7-9	21	18	4	7	50	0	0
Wednesday 7-10	16	16	5	4	41	0	1
Thursday 7-11	28	25	9	8	70	0	0
Friday 7-12	23	25	1	3	52	0	0
Saturday 7-13	13	10	0	1	24	0	0
Sunday 7-14	14	10	0	1	25	0	0
Monday 7-15	14	11	7	3	35	0	0
Week total	129	115	26	27	297	0	1

ADT2 County Road 14 South of County Road P

Date	Light Vehicle		Heavy Vehicle		Total Vehicle	Bikes on Road	
	NB	SB	NB	SB		NB	SB
Tuesday 7-9	18	21	11	11	61	0	0
Wednesday 7-10	22	25	12	9	68	0	0
Thursday 7-11	22	25	5	4	56	0	0
Friday 7-12	28	28	9	9	74	0	0
Saturday 7-13	17	17	4	4	42	0	0
Sunday 7-14	9	8	0	0	17	0	0
Monday 7-15	17	16	7	8	48	0	0
Week total	133	140	48	45	366	0	0

ADT3 County Road P West of County Road 15

Date	Light Vehicle		Heavy Vehicle		Total Vehicle	Bikes on Road	
	EB	WB	EB	WB		EB	WB
Tuesday 7-9	25	28	12	10	75	0	0
Wednesday 7-10	31	35	6	6	78	0	1
Thursday 7-11	30	32	8	10	80	0	0
Friday 7-12	29	33	14	11	87	0	0
Saturday 7-13	23	28	1	3	55	0	0
Sunday 7-14	15	13	0	0	28	0	0
Monday 7-15	31	18	4	5	58	0	0
Week total	184	187	45	45	461	0	1

**Bos Special Use Permit Baseline Traffic Counts
7/9/2024 - 7/15/2024**

ADT4 County Road 14 South of County Road Q

Date	Light Vehicle		Heavy Vehicle		Total Vehicle	Bikes on Road	
	NB	SB	NB	SB		NB	SB
Tuesday 7-9	55	50	8	12	125	0	0
Wednesday 7-10	49	43	12	11	115	0	0
Thursday 7-11	58	54	4	5	121	0	0
Friday 7-12	48	46	7	7	108	0	0
Saturday 7-13	33	25	5	5	68	0	0
Sunday 7-14	22	22	1	1	46	0	0
Monday 7-15	35	42	7	6	90	0	0
Week total	300	282	44	47	673	0	0

ADT5 County Road 15 South of County Road Q

Date	Light Vehicle		Heavy Vehicle		Total Vehicle	Bikes on Road	
	NB	SB	NB	SB		NB	SB
Tuesday 7-9	60	60	23	18	161	0	0
Wednesday 7-10	68	68	23	18	177	0	0
Thursday 7-11	66	56	26	23	171	0	0
Friday 7-12	65	71	19	14	169	1	0
Saturday 7-13	60	57	11	10	138	0	0
Sunday 7-14	37	39	0	0	76	0	0
Monday 7-15	69	65	12	12	158	0	1
Week total	425	416	114	95	1050	1	1

North Bound NB
 South Bound SB
 East Bound EB
 West Bound WB

**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION 2024 BCC _____

A RESOLUTION CONDITIONALLY APPROVING A USE BY SPECIAL REVIEW PERMIT FOR A NEW CONFINED ANIMAL FEEDING OPERATION, SPECIFICALLY A CALF YARD, LOCATED IN PART OF THE SE $\frac{1}{4}$ OF SECTION 20, THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 21, THE NW $\frac{1}{4}$ OF SECTION 28 AND THE N $\frac{1}{2}$ NE $\frac{1}{4}$ OF SECTION 29, ALL IN TOWNSHIP 3 NORTH, RANGE 58 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO.

WHEREAS, Bos Farms, LLC (“Owner”) owns property located in part of the SE $\frac{1}{4}$ of Section 20, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, the NW $\frac{1}{4}$ of Section 28 and the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29, all in Township 3 North, Range 58 West, of the 6th P.M. Morgan County, Colorado (“Property”);

WHEREAS, the Applicant (“AGPROfessionals”) submitted an application, on behalf of the Owner for a special use permit to establish a confined animal feeding operation housing and raising calves, storing and processing feed, and storing and maintaining feed equipment, up to 22,005 animal units and will include calf hutches, pens, and a pond (“Application”);

WHEREAS, the Owner previously sought a variance to reduce the required setback from a confined animal feeding operation to an occupied structure from 1320 feet to 770 feet from the Morgan County Board of Adjustment and the variance was approved through Resolution 2023 BOA 01 recorded at Reception No. 947073 of the records of the Morgan County Clerk and Recorder;

WHEREAS, on July 10, 2023, after holding a duly noticed public hearing, the Morgan County Planning Commission recommended that the Application be approved with the conditions proposed by staff;

WHEREAS, on August 15, 2023, the Board of County Commissioners (“Board”) held a duly noticed public hearing on the Application;

WHEREAS, during the public hearing, the Board received testimony and evidence from the Owner, Morgan County staff and the public; and

WHEREAS, the Board desires to conditionally approve the Application.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO:

1. APPROVAL.

The Application is hereby granted, subject to the conditions set forth herein. This Resolution shall constitute the special use permit (hereinafter referred to as this “Resolution” or the “Permit”).

2. FINDINGS OF FACT.

The Board, having reviewed the application, all information provided, and testimony heard, finds that:

- A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. Specifically, the property is located in the south-central planning area as defined by the Morgan County Comprehensive Plan. The area south of County Road Q remains agriculture that must be protected and allowed to expand. In this area, Comprehensive Plan goals include encouraging the preservation of agricultural production land to ensure continuation of this important industry and maintain an open space buffer around livestock facilities. The Application encourages the preservation and continuation of the livestock and agricultural production industries. The calf yard will provide replacement cattle to local feedlots and dairies. This is a vital element of the cattle industry.
- B. The Application and associated documents are complete and present a clear picture of how the use is to be arranged on the site.
- C. The Site Plan conforms to the district design standards of Sections 2-470 and 4-200 of the Morgan County Zoning Regulations.
- D. On and off-site impacts are subject to the following findings:
 - 1. Road impacts
 - a. Haul and access route. The Applicant represented during the public hearing and through materials submitted that the majority of vehicle traffic associated with the permitted use is proposed to use County Road 14 south from County Road Q to County Road P and then across County Road P onto the vacated portion of County Road 14 to access the Property. This is the requested haul and access route. There are seven residences currently located on County Road 14, which is a gravel road. Several residents expressed concerns, during the Planning Commission meeting, regarding the increased traffic on County Road 14 and further whether the road would be able to handle the increased traffic. The proposed vehicle counts, outlined below in paragraph D(1)(b), could result in a significant increase in passenger vehicle traffic on County Road 14 and a significant increase in heavy truck and vehicle traffic, which is less common on County Road 14. Alternatively, County Road P between County Roads 14 and 15 only has one residence. To limit the negative impacts of heavy vehicle and truck traffic on the residents who live on County Road 14 from dust and decrease the potential conflicts between these residents and the Owner’s operation,

it is determined that County Road 15 to County Road P should be the designated route for heavy vehicle and truck traffic for the use approved through this Permit and County Road 14 should be subject to the dust mitigation condition below. As such, subject to the conditions below, County Road 14 shall not be used for heavy vehicle and truck traffic related to this Permit.

b. Road Maintenance.

i. The Applicant presented information that vehicle traffic would be as follows:

Owner/employee vehicles: 28 roundtrips per day

Cattle trucks: 4 roundtrips per day

Feed trucks: 4 to 6 roundtrips per day

ii. County Road 14 between County Road Q and County Road P is a gravel road with several residences. Through comments received and presented at the public hearing, the Morgan County Public Works Department requested a road maintenance agreement be entered into between the County and the Owner to address dust control, road repairs and road improvements for County Road 14. The Applicant represented during the hearing and in writing that the Owner was willing to maintain County Road 14 and enter into a road maintenance agreement, including but not limited to, the application of dust control and paving. The County and the Owner have not been able to reach an agreement on road maintenance. Subject to the conditions below, the County does not approve County Road 14 as an access route for heavy vehicles and trucks to the Property for the use conditionally approved under this Permit.

2. Nuisance Control. The Nuisance Control Plan, submitted with the Application and in the Preliminary Environmental System Design satisfies the requirement to provide nuisance control on the Property.

E. Subject to the conditions below, the special use proposed has been made compatible with the surrounding uses and is adequately buffered from any incompatible uses by distance and topography.

F. Subject to the conditions below, the special use poses no or minimal risk to the public health, safety and welfare.

G. The special use proposed is located on a conforming parcel.

H. The Applicant has adequately documented a public need for the project. The Applicant has submitted all pertinent technical information, has demonstrated that

it has adequate financial resources to implement the project, and has paid all County fees and review costs.

- I. The Applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability. Water will be provided to the proposed cattle ranch by the adjacent property owner, Q Ranch, LLC through their agreement with Bijou Agricultural Water Activity Enterprise.

3. CONDITIONS.

The approval of the special use is conditioned upon the following:

- A. The use approved under this Permit is limited to 22,005 animal units. These animal units shall only consist of up to the following maximums: 1) 4,473 animal units of un-weaned/hutched calves; and 2) 17,532 animal units of weaned calves up to 600 lbs. No cattle above 600 pounds shall be housed or kept on the Property at any time. Any expansion or change in the amount or type of cattle on the Property requires an amendment to this Permit.
- B. The Owner is required to comply with the Nuisance Control Plan and the Preliminary Environmental System Design.
- C. The Owner shall direct all heavy vehicle and truck traffic and drivers to use County Road 15 to County Road P to access the Property and County Road P to County Road 15 to leave the Property. For purposes of this Permit, heavy vehicle and truck traffic means any vehicle that has a gross vehicle weight rating exceeding 26,001 pounds as defined by the USDOT regulations. The purpose of this route designation is to require heavy vehicle and truck traffic to and from the Property to avoid County Road 14 and direct traffic to roads which have fewer residences and are paved. The Owner will pay for and place signage, as required by the County Road Supervisor, along this designated route to adequately direct heavy vehicle and truck traffic. The Owner is responsible for maintaining all the signage, at its own cost. The County may require the Owner to repair or replace any signage that has fallen into disrepair and is damaged. At any time, the County may undertake traffic counts and may station cameras to ensure compliance with this condition. Heavy vehicle and truck traffic may not use any other routes than designated in this Permit. Violations may result in a County initiated amendment to or revocation of this Permit, upon notice to the Owner and a hearing before the Board of County Commissioners. Notice and the public hearing shall be conducted in the same manner as required for a special use permit.
- D. Employee traffic to and from the Property may use County Road 14 or 15 as access routes.
- E. If the traffic count on County Road 14 or County Road P, separately, reaches an average of 150 vehicles per day (“VPD”) over a period of seven consecutive days,

the Owner will be required to provide dust mitigation along the effected County Road (either County Road 14 or P or both, depending on the traffic count). Dust mitigation shall occur as determined by and at the direction of the County personnel based upon site-specific conditions and in order to ensure the effectiveness of any dust mitigation activities by the Owner. As part of the dust mitigation, the Owner may be required to apply no more than one full-depth mag-chloride application per calendar year. The Owner is required to coordinate the timing of full-depth mag-chloride application with the County Road Supervisor. Application of mag-chloride shall only occur after the County has graded the road where the application is to occur. The County shall not grade the road if it will negatively impact the application of the mag-chloride unless there is an immediate threat to public safety. In addition, the County may require the Owner to reapply mag-chloride topically, if necessary, but no more than five times during any calendar year. In conducting dust mitigation, the Owner shall only be required to pay for the Owner's proportionate share based upon the percentage of traffic on the road that is attributable to the use permitted pursuant to this Permit. The Owner shall not be responsible for traffic that is not sourced from the use permitted pursuant to this Permit. The remainder of the costs shall be paid by the County and/or owners whose property abuts the road, as determined by the County. If necessary, the Owner's proportional share shall be established by a traffic count, conducted by the County at the sole cost of the Owner. For the purposes of this Permit and any condition herein, vehicles per day shall be calculated on passenger car equivalent (PCEs). Each passenger vehicle equals one vehicle per day and semi-tractor trailers equal three PCEs.

- F. If traffic counts reach an average of 400 vehicles per day ("VPD") over a period of seven consecutive days on County Roads 14 or P, separately, the County may require the Owner to pave County Road 14 (between County Roads Q and P) or County Road P (between County Roads 15 and 14) and construct turn lanes on County Road Q for traffic turning onto County Road 14, if the vehicle count on County Road 14 has reached the VPD threshold of 400. The Owner shall only be required to pay for the Owner's proportionate share based upon the percentage of traffic on the road that is attributable to the use subject to this Permit. The Owner shall not be responsible for traffic that is not sourced from the use. If necessary, the Owner's proportional share shall be established by a traffic count, conducted by the County at the sole cost of the Owner.
- G. The Owner shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit pursuant to Sec. 2-160 of the Morgan County Zoning Regulations. The County shall invoice the Applicant for costs and fees and payment will be due by the Owner within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County and revocation of this Permit.

- H. All other third-party permits, approvals and authorizations required under other applicable law will be obtained prior to the commencement of the use conditionally approved under this Permit.

4. GENERAL PROVISIONS.

- A. The Board of County Commissioners retains continuing jurisdiction over this Permit to ensure compliance with this Permit and the Morgan County Zoning Regulations. County Representatives are authorized to inspect the Property at any reasonable time upon notice to the Applicant. This approval is conditioned on compliance with all information and representations contained in the Application and presented by the Owner and Owner’s agent, which are incorporated into this Permit. If any representations or information presented by the Owner, Owner’s agent and the Applicant during the public hearing or the Application are found to be erroneous, lacking a factual basis or otherwise inaccurate, the County may institute enforcement proceedings to address such representations or information and require the Owner to take measures to correct such representations or information. The County, subject to notice and hearing, may amend, add, or remove any conditions on this Permit or exercise any action provided for in the Morgan County Zoning Regulations.
- B. The Owner shall comply with all governmental and regulatory agency requirements and permits, including without limitation those promulgated for the protection of health, safety, and welfare of the inhabitants of Morgan County. Such compliance shall include without limitation compliance with the regulations of the Colorado Department of Public Health and Environment, the Colorado Department of Agriculture, and the United States Environmental Protection Agency.
- C. This Owner shall comply with all requirements, conditions and design standards set forth herein. Noncompliance shall be grounds for revocation of this permit by the Morgan County Board of Commissioners after notice and hearing.

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**

Mark A. Arndt, Chair

Gordon H. Westhoff, Commissioner

Jon J. Becker, Commissioner

Resolution No. 1

ATTEST:

Kevin Strauch, Clerk to the Board

**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION 2024 BCC _____

A RESOLUTION CONDITIONALLY APPROVING A USE BY SPECIAL REVIEW PERMIT FOR A NEW CONFINED ANIMAL FEEDING OPERATION, SPECIFICALLY A CALF YARD, LOCATED IN PART OF THE SE¹/₄ OF SECTION 20, THE SW¹/₄ SW¹/₄ OF SECTION 21, THE NW¹/₄ OF SECTION 28 AND THE N¹/₂ NE¹/₄ OF SECTION 29, ALL IN TOWNSHIP 3 NORTH, RANGE 58 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO.

WHEREAS, Bos Farms, LLC (“Owner”) owns property located in part of the SE¹/₄ of Section 20, the SW¹/₄ SW¹/₄ of Section 21, the NW¹/₄ of Section 28 and the N¹/₂NE¹/₄ of Section 29, all in Township 3 North, Range 58 West, of the 6th P.M. Morgan County, Colorado (“Property”);

WHEREAS, the Applicant (“AGPROfessionals”) submitted an application, on behalf of the Owner for a special use permit to establish a confined animal feeding operation housing and raising calves, storing and processing feed, and storing and maintaining feed equipment, up to 22,005 animal units and will include calf hutches, pens, and a pond (“Application”);

WHEREAS, the Owner previously sought a variance to reduce the required setback from a confined animal feeding operation to an occupied structure from 1320 feet to 770 feet from the Morgan County Board of Adjustment and the variance was approved through Resolution 2023 BOA 01 recorded at Reception No. 947073 of the records of the Morgan County Clerk and Recorder;

WHEREAS, on July 10, 2023, after holding a duly noticed public hearing, the Morgan County Planning Commission recommended that the Application be approved with the conditions proposed by staff;

WHEREAS, on August 15, 2023, the Board of County Commissioners (“Board”) held a duly noticed public hearing on the Application;

WHEREAS, during the public hearing, the Board received testimony and evidence from the Owner, Morgan County staff and the public; and

WHEREAS, the Board desires to conditionally approve the Application.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORGAN COUNTY, COLORADO:

1. APPROVAL.

The Application is hereby granted, subject to the conditions set forth herein. This Resolution shall constitute the special use permit (hereinafter referred to as this “Resolution” or the “Permit”).

2. FINDINGS OF FACT.

The Board, having reviewed the application, all information provided, and testimony heard, finds that:

- A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. Specifically, the property is located in the south-central planning area as defined by the Morgan County Comprehensive Plan. The area south of County Road Q remains agriculture that must be protected and allowed to expand. In this area, Comprehensive Plan goals include encouraging the preservation of agricultural production land to ensure continuation of this important industry and maintain an open space buffer around livestock facilities. The Application encourages the preservation and continuation of the livestock and agricultural production industries. The calf yard will provide replacement cattle to local feedlots and dairies. This is a vital element of the cattle industry.
- B. The Application and associated documents are complete and present a clear picture of how the use is to be arranged on the site.
- C. The Site Plan conforms to the district design standards of Sections 2-470 and 4-200 of the Morgan County Zoning Regulations.
- D. On and off-site impacts are subject to the following findings:
 - 1. Road impacts
 - a. Haul and access route. The Applicant represented during the public hearing and through materials submitted that the majority of vehicle traffic associated with the permitted use is proposed to use County Road 14 south from County Road Q to County Road P and then across County Road P onto the vacated portion of County Road 14 to access the Property. This is the requested haul and access route. There are seven residences currently located on County Road 14, which is a gravel road. Several residents expressed concerns, during the Planning Commission meeting, regarding the increased traffic on County Road 14 and further whether it would be able to handle the increased traffic. The proposed vehicle counts, outlined below in paragraph D(1)(b), could result in a significant increase in passenger vehicle traffic on County Road 14 and a significant increase in heavy truck and vehicle traffic, which is less common on County Road 14. To limit the negative impacts of heavy vehicle and truck traffic on the residents who live on County Road 14 and decrease the potential conflicts between these residences and the confined animal feeding operation, the

County has imposed certain conditions below to manage dust and related mitigation on County Road 14.

b. Road Maintenance.

- i. The Applicant presented information that vehicle traffic would be as follows:

Owner/employee vehicles: 28 roundtrips per day

Cattle trucks: 4 roundtrips per day

Feed trucks: 4 to 6 roundtrips per day

- ii. County Road 14 between County Road Q and County Road P is a gravel road with seven residences. Through comments received and presented at the public hearing, the Morgan County Public Works Department requested a road maintenance agreement be entered into between the County and the Owner to address dust control, road repairs and road improvements for County Road 14. The Applicant represented during the hearing and in writing that the Owner was willing to maintain County Road 14 and enter into a road maintenance agreement, including but not limited to, the application of dust control and paving. The County and the Owner have not been able to reach an agreement on road maintenance. Subject to the conditions below, the County does approve County Road 14 as an access route for traffic related to the use conditionally approved under this Permit for the reasons outlined in this Permit.

2. Nuisance Control. The Nuisance Control Plan, submitted with the Application and in the Preliminary Environmental System Design satisfies the requirement to provide nuisance control on the Property.

- E. Subject to the conditions below, the special use proposed has been made compatible with the surrounding uses and is adequately buffered from any incompatible uses by distance and topography.
- F. Subject to the conditions below, the special use poses no or minimal risk to the public health, safety and welfare.
- G. The special use proposed is located on a conforming parcel.
- H. The Applicant has adequately documented a public need for the project. The Applicant has submitted all pertinent technical information, has demonstrated that it has adequate financial resources to implement the project, and has paid all County fees and review costs.
- I. The Applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability. Water will be provided to the

proposed cattle ranch by the adjacent property owner, Q Ranch, LLC through their agreement with Bijou Agricultural Water Activity Enterprise.

3. CONDITIONS.

The approval of the special use is conditioned upon the following:

- A. The use approved under this Permit is limited to 22,005 animal units. These animal units shall only consist of up to the following maximums: 1) 4,473 animal units of un-weaned/hutched calves; and 2) 17,532 animal units of weaned calves up to 600 lbs. No cattle above 600 lbs. shall be housed or kept on the Property at any time. Any expansion or change in the amount or type of cattle on the Property requires an amendment to this Permit.
- B. The Owner is required to comply with the Nuisance Control Plan and the Preliminary Environmental System Design.
- C. If the traffic count on County Road 14 or County Road P reaches an average of 150 vehicles per day (“VPD”) over a period of seven consecutive days, the Owner will be required to provide dust mitigation along the effected County Road (either County Road 14 or P or both, depending on the VPD count). Dust mitigation shall occur as determined by and at the direction of the County personnel based upon site-specific conditions and in order to ensure the effectiveness of any dust mitigation activities by the Owner. As part of the dust mitigation, the Owner may be required to apply no more than one full-depth mag-chloride application per calendar year. The Owner is required to coordinate the timing of full-depth mag-chloride application with the County Road Supervisor. Application of mag-chloride shall only occur after the County has graded the road where the application is to occur. The County shall not grade the road if it will negatively impact the application of the mag-chloride, unless there is an immediate threat to public safety. In addition, the County may require the Owner to reapply mag-chloride topically, if necessary, but no more than five times during any calendar year. In conducting dust mitigation, the Owner shall only be required to pay for the Owner’s proportionate share based upon the percentage of traffic on the road that is attributable to the use permitted pursuant to this Permit. The Owner shall not be responsible for traffic that is not sourced from the use permitted pursuant to this Permit. The remainder of the costs shall be paid by the County and/or owners whose property abuts the road, as determined by the County. If necessary, the Owner’s proportional share shall be established by a traffic count, conducted by the County at the sole cost of the Owner. For the purposes of this Permit and any condition herein, vehicles per day shall be calculated on passenger car equivalent (PCEs). Each passenger vehicle equals one vehicle per day and semi-tractor trailers equal three PCEs.
- D. Regardless of whether the VPD has reached 150 on County Road 14 as described in condition C, the issue of dust mitigation can be reviewed by County staff at any time to ensure that the Owner’s traffic on County Road 14 is not resulting nuisance

conditions or an unacceptable level of negative impacts on residents whose properties abut County Road 14 or on the surface and subsurface of the Road. If County staff finds that the traffic is creating a nuisance and/or unacceptable level of negative impacts on either residents or County Road 14, it may propose additional or new mitigation measures to address these impacts to the Owner. If the Owner does not agree to the additional or new mitigation measures to the County staff's satisfaction, County staff shall set the matter for public hearing before the Board of County Commissioners. Notice and the public hearing shall be conducted in the same manner as required for a special use permit. The Board of County Commissioners may, in its sole discretion, refer the matter to the Planning Commission for a recommendation to the Board, subject to the same notice and public hearing requirements. The criteria to be applied to any request for additional or new dust mitigation shall be the applicable criteria for a special use permit in effect at the time of the hearing, pursuant to this condition, before the Board of County Commissioners. Any dust control condition imposed under this condition D by the County is subject to regular review to ensure the Owner is not disproportionately impacted by the implemented dust control requirements.

- E. If the traffic count reaches an average of 400 vehicles per day ("VPD") over a period of seven consecutive days on County Road 14, the County may require the Owner to pave County Road 14 (between County Roads Q and P) and construct turn lanes on County Road Q for traffic turning onto County Road 14. The Owner shall only be required to pay for the Owner's proportionate share based upon the percentage of traffic on County Road 14 that is attributable to the use subject to this Permit. The Owner shall not be responsible for traffic that is not sourced from the use subject to this Permit. If necessary, the Owner's proportional share shall be established by a traffic count, conducted by the County at the sole cost of the Owner.
- G. The Owner shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit pursuant to Sec. 2-160 of the Morgan County Zoning Regulations. The County shall invoice the Applicant for costs and fees and payment will be due by the Owner within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County and revocation of this Permit.
- H. All other third-party permits, approvals and authorizations required under other applicable law will be obtained prior to the commencement of the use conditionally approved under this Permit.

4. GENERAL PROVISIONS.

- A. The Board of County Commissioners retains continuing jurisdiction over this Permit to ensure compliance with this Permit and the Morgan County Zoning Regulations. County Representatives are authorized to inspect the Property at any reasonable time upon notice to the Applicant. This approval is conditioned on compliance with all information and representations contained in the Application

and presented by the Owner and Owner’s agent, which are incorporated into this Permit. If any representations or information presented by the Owner, Owner’s agent and the Applicant during the public hearing or the Application are found to be erroneous, lacking a factual basis or otherwise inaccurate, the County may institute enforcement proceedings to address such representations or information and require the Owner to take measures to correct such representations or information. The County, subject to notice and hearing, may amend, add, or remove any conditions on this Permit or exercise any action provided for in the Morgan County Zoning Regulations.

- B. The Owner shall comply with all governmental and regulatory agency requirements and permits, including without limitation those promulgated for the protection of health, safety, and welfare of the inhabitants of Morgan County. Such compliance shall include without limitation compliance with the regulations of the Colorado Department of Public Health and Environment, the Colorado Department of Agriculture, and the United States Environmental Protection Agency.
- C. This Owner shall comply with all requirements, conditions and design standards set forth herein. Noncompliance shall be grounds for revocation of this permit by the Morgan County Board of Commissioners after notice and hearing.

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**

Mark A. Arndt, Chair

Gordon H. Westhoff, Commissioner

Jon J. Becker, Commissioner

ATTEST:

Kevin Strauch, Clerk to the Board

COMMISSIONERS CALENDAR

August 9, 2024 through August 20, 2024

August 9, 2024		Daily County Business
August 12, 2024	11:00 A.M. 2:00 P.M.	HR/Finance Department Meeting BCC Office Meeting
August 13, 2024	9:00 A.M. Hearing Immediately following Board Meeting 10:00 A.M. 1:00 P.M.	Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) Dwayne and Diana Malone Zoning Amendments County Attorney Office Hours 911/Comm. Board Meeting
August 14, 2024		Daily County Business
August 15, 2024	8:30 A.M.	KFTM Radio Interview
August 16, 2024		Daily County Business
August 19, 2024	11:00 A.M. 1:00 P.M.	HR/Finance Department Meeting BCC Office Meeting
August 20, 2024	9:00 A.M. 9:05 A.M. 9:00 A.M.	DHS Financial Meeting Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) Finance Department Meeting

Unless otherwise noted, all meetings with department heads and other non-BOCC elected officials listed above may include an update on the status of the department, a general discussion of projects, any matters or concerns that the County needs to address, and activities and operations of the department.

Department meetings may be by conference call or virtual meeting upon request.

CALENDAR SUBJECT TO CHANGE DUE TO AGREEABLE CANCELLATIONS AND/OR WALK IN BUSINESS

Posted 08/09/2024 @ 4:00 P.M. by Mindi Cloyd, Administrative Services Manager

** All meetings are held in the Commissioner's Office located at 218 West Kiowa Avenue, Fort Morgan unless otherwise noted

*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodation.

| BOARD OF COUNTY COMMISSIONERS | 9:00 A.M. | AUGUST 13, 2024 |
| MALONE SPECIAL USE |
| AMDENDMENTS TO THE MORGAN COUNTY ZONING REGULATIONS |

TABLE OF CONTENTS – MALONE

- **File Summary**
- **Original Submittal**
 - Application
 - Right to Farm
- **Applicant Narrative**
- **Site Plan / Maps**
- **Proof of Ownership**
 - Current Title Insurance Commitment
- **Utilities / Access**
 - Water
 - Septic
 - Electric
 - Driveway Permit
- **Additional Application Information**
 - Mineral Notification
 - Tax Account Statement
- **Landowner Letters, Referrals & Responses**
 - Landowner Letter sent & Responses Received
 - Referral sent & Responses Received
 - Notification
 - Sign Posting Pictures & Affidavit

TABLE OF CONTENTS – ZONING REGULATION AMENDMENTS

- **Amendments Summary**
- **Proposed Zoning Regulation Amendments**
 - Natural Medicine
- **Notification**

MALONE SPECIAL USE



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

Dwayne and Diana Malone
17540 CO RD 15
Fort Morgan, CO 80701
Sent via email: [REDACTED]

Dear Applicant/Landowner:

Your Application for a Special Use Permit has been received by our office and will go to review and decision by the Planning Commission and the Board of County Commissioners. The hearing for the Planning Commission will be held on **August 12, 2024 at 6:00 P.M.** The hearing for the Board of County Commissioners will be held on **August 20, 2024 at 9:00 A.M.**

Mineral Right notifications need to be made by July 13, 2024 and proof of mailing provided to our office no later than July 26, 2024 (at least 15 days prior to the above mentioned hearing date).

As per Section 2-390(B), notification sign postings need to occur no later than 10 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 5 days prior to each hearing. One sign facing each public right-of-way adjacent to the property is required. The county will provide one sign for each hearing, for your entrance at County Road 15, it is up to you to post it.

Planning Commission sign notice dates: **Posted by August 2, 2024**

Pictures and Affidavit by August 7, 2024

Board of County Commissioners sign notice dates: **Posted by August 9, 2024**

Pictures and Affidavit by August 15, 2024

We will have the PC and also the BCC signs ready to be picked up in our office on July 31, 2024. **Please post the BCC sign no sooner than the 9th of August.**

It is necessary that you be present at both hearings to answer any questions the Planning Commission or Board may have. If you are unable to attend, a letter stating who will be representing you will be needed.

Do not hesitate to contact us at any time if you have questions.

Sincerely,

Nicole Hay

Nicole Hay
Planning Administrator



MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT
NOTICE OF CHANGE IN DATES

Dwayne and Diana Malone
17540 CO RD 15
Fort Morgan, CO 80701
Sent via email: [REDACTED]

Dear Applicant/Landowner:

Your Application for a Special Use Permit has been received by our office and will go to review and decision by the Planning Commission and the Board of County Commissioners. The hearing for the Planning Commission will be held on **August 12, 2024 at 6:00 P.M.** The hearing for the Board of County Commissioners will be held on **August 20, 2024 at 9:00 A.M.** **AUGUST 20, 2024 has been changed to August 13, 2024 at 9:00 A.M.**

Mineral Right notifications need to be made by July 13, 2024 and proof of mailing provided to our office no later than July 26, 2024 (at least 15 days prior to the above mentioned hearing date).

As per Section 2-390(B), notification sign postings need to occur no later than 10 days prior to each hearing and photographs accompanied by an affidavit to our office no later than 5 days prior to each hearing. One sign facing each public right-of-way adjacent to the property is required. The county will provide one sign for each hearing, for your entrance at County Road 15, it is up to you to post it.

Planning Commission sign notice dates:

Posted by August 2, 2024
Pictures and Affidavit by August 7, 2024

Board of County Commissioners sign notice dates:

Posted by August 9, 2024
August 9, 2024 has been changed to August 3, 2024.
Pictures and Affidavit by August 15, 2024
August 15, 2024 has been changed to August 8, 2024.

We will have both the PC and BCC signs ready to be picked up in our office on July 31, 2024.

It is necessary that you be present at both hearings to answer any questions the Planning Commission or Board may have. If you are unable to attend, a letter stating who will be representing you will be needed.

Do not hesitate to contact us at any time if you have questions.

Sincerely,

Nicole Hay

Nicole Hay, Planning Administrator

FILE SUMMARY



**MORGAN COUNTY
PLANNING AND ZONING DEPARTMENT**

**MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
FILE SUMMARY**

**July 30 2024
Hearing date – August 13, 2024**

APPLICANT and LANDOWNER: Dwayne and Diana Malone

This application is for a Special Use Permit to allow a second residence on a lot in the Commercial zone. The property is described as Lot 2, Walker Minor Subdivision in the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado. Also known as 17540 County Road 15, Fort Morgan, CO 80701.

The property is zoned Commercial and is in the Fort Morgan Fire District. Second residences are not a designated use by right, conditional use, or special use under the Morgan County Zoning Regulations in the Commercial zone and therefore, require a special use permit pursuant to Sec. 2-435.

In reviewing this application, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-455 of the Morgan County Zoning Regulations has been met.

Section 2-455 Special Use Permit Criteria:

- A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. Specifically:

The property is located in the central planning area as defined by the Morgan County Comprehensive Plan. In this area Comprehensive Plan goals include:

Encourage the preservation of agricultural production land to ensure continuation of this important industry. For many years, this specific area along Highway 34 has been used as residential property. This proposed second residence will not impact current agricultural production and therefore preserve the agricultural economic base historically attributed to the area.

- B. All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
- C. The site plan conforms to the district design standards of these Regulations.
The requirement of a special use map was waived by the Planning Administrator. The site plan provided included sufficient information for the proposed use.

- D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.
There is access to public infrastructure. There is an existing access easement to the property from County Road 15.
- E. The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
The adjacent properties are all being used as residential purposes except to the south across Highway 34 the property is farm ground.
- F. The special use poses only the minimum amount of risk to the public health, safety and welfare as set by either federal, state or county regulation, whichever is the strictest.
The proposed special use will not increase the risk to public health, safety or welfare.
- G. The special use proposed is not planned to be developed on a non-conforming parcel.
The proposed special use is located on a conforming parcel which is a lot in a recorded subdivision.
- H. The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.
- I. For any special use requiring a supply of water for human consumption that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity, quality, and reliability. For any special use which does not require a supply of water for human consumption, an adequate source of water for the proposed use in terms of quantity and reliability must be obtained prior to commencement of the use.
Morgan County Quality Water will be available on the property.

On August 12, 2024 the Planning Commission will be holding a hearing on this proposed project.

Nicole Hay,
Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Original Application

Right to Farm



MORGAN COUNTY PLANNING
 ZONING & BUILDING DEPT.
 231 Ensign, P.O. Box 596
 Fort Morgan, Colorado 80701
 PHONE (970)542-3526
 FAX (970)542-3509
 EMAIL: permits_licensing@co.morgan.us

PERMIT # SU2024 - 00050

Date Received <u>6/20/24</u>	Received By <u>JS</u>
App Fee \$ <u>050</u>	Ck/CC #: <u>7623</u> Paid <u>6/20/24</u>
Minor Amend Fee: \$	CK/CC #: Paid <u>1/1</u>
Recording Fee \$	Ck/CC #: Paid <u>1/1</u>
PC Date: <u>1/1</u>	BOCC Date: <u>1/1</u>
100 Year Floodplain? <u>Y/N</u>	Taxes Current? <u>Y/N</u>

SPECIAL USE PERMIT APPLICATION

(Also to be used as application for Amendments to Existing Special Use Permits)
 Landowner **MUST** Sign Application and Right to Farm Policy

APPLICANT

LANDOWNER

Name Dwayne & Diana Malone
 Address 17540 Cty Rd 15
Ft. Morgan, CO 80701
 Phone [REDACTED]
 Email [REDACTED]

Name Dwayne & Diana Malone
 Address 17540 Cty Rd 15
Ft. Morgan, CO 80701
 Phone [REDACTED]
 Email [REDACTED]

BRIEF DESCRIPTION OF APPLICATION

To construct a single family dwelling

PROPERTY LEGAL DESCRIPTION

Address (if available):

S: 3 T: 3 R: 58 W 1/2 NW 1/4 Property Size 4.6599 (sq. ft. or acres)
 Parcel #: 1227 - 030 - 02 - 002 Zone District: C
 Subdivision: Walker Minor Sub Lot #(s): 2

Is property located within 1320' (1/4 mile) of a livestock confinement facility? Y/N

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

SPECIAL USE PERMIT REQUIRED ATTACHMENT LIST

Fee:

Non-Refundable Application Fee

**Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations. Applicant will be responsible for any legal fees after the first 5 hours.*

Project Narrative: Narrative- Including the following:

Project Description ~~x~~

Purpose of request ~~x~~

How this proposal complies with the Morgan County Comprehensive Plan ~~x~~

See: <https://morgancounty.colorado.gov/sites/morgancounty/files/Comprehensive-Plan-2008.pdf>

How this project/proposed use meets the criteria for Special Use Permit pursuant to Sec. 2-395 of the Zoning Regulations ~~x~~

How the project/proposed use meets any specific criteria related to the project/proposed use. *See Morgan County Zoning Regulations Chapter 4-Supplementary Regulations, including but not limited to: Campgrounds, Livestock Confinement, Kennels, Outdoor Shooting Ranges, Home Occupations, Oil and Gas, Mobile Home Parks, Wireless Service Facilities, Solar, Wind and BESS* ~~x~~

How project will relate to or impact existing adjacent uses ~~x~~

All off-site impacts and proposed mitigation measures ~~x~~

Development or implementation schedule of project ~~x~~

Proposed length of time the permit, if applicable ~~y~~

Discussion of any public improvements required to complete the project

Environmental Impacts: Discuss any environmental impacts the Special Use will have on the following and the proposed mitigation measures:

Air Quality

Dust

Existing Vegetation

Land Forms

Noise

Odor

Storm Water Runoff

Water Resources

Wetlands

Wildlife

Visual Amenities

Other _____

Map & Plans: **Special Use Map** meeting the requirements of Sec. 2-420 and any specific map requirements for the proposed use including but not limited to: *Campgrounds, Livestock Confinement, Kennels, Outdoor Shooting Ranges, Home Occupations, Oil and Gas, Mobile Home Parks, Wireless Service Facilities, Solar, Wind and BESS.* *Sample Map attached to application for reference*

- Drainage/Run-Off Control Plan** may be required if the Planning Administrator determines that the use or building meets one of the following criteria:
 - (1) The accessory use or building may have a drainage impact on adjacent properties;
 - (2) The accessory use or building may have a drainage impact on adjacent right of ways;
 - (3) The accessory structure is 5000 square feet or larger.
- Decommissioning Plan** [Wind, Solar, BESS]
- Geotechnical Report** [Wind, Solar]
- Maintenance Statement** [Wind, Solar, BESS]
- Water and/or Wind Erosion Control Plan** [Wind, Solar]
- Fire Mitigation Plan** [BESS]
- Specification Sheet** [BESS]
- Emergency Operation Plan** [BESS]

Ownership:

- Current title insurance commitment (last 6 months)** ✓
- Mineral Rights Holders Notification** ✓
- Notice to FFA & Approval Letter** [Wind]
- Notice to Operator of Communication Link (if applicable)** [Wind]
- Proof of current paid taxes** ✗

Utilities/Access:

- Water tap (Engineering Report from Quality Water or proof of access to a well)**
- Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)**
- Electric (Electric bill or letter of commitment from electricity provider)**
- Driveway Permit from CDOT or Morgan County Road & Bridge (If required by staff)**
- Ditch Company- Proof of contact if there is a ditch on or next to subject property**
- Architecture Control Approval (if applicable)**
- Utility Interconnection or Crossing Certification** [Wind, Solar]
- Road Agreement** [Wind, Solar]
- Electrical Diagram** [BESS]

Vested Rights: **Vesting Rights (Optional).** If applying for vested rights with special use application, the following must be submitted:

- Period of time Vesting Rights are requested
- Development schedule including timeline and phases
- Reason for request
- Other pertinent factors concerning the development
- Additional application fee for vesting rights application

Miscellaneous: **Right to Farm Policy** signed by Landowner(attached)

- Liability Insurance for Solar, Wind and/or BESS projects**
- ___# **Paper Application sets**
- ___**Digital Copy of Application (One sided only)**
- Posted Public Notice Verification:**
 - Notarized affidavit with photographs from a distance & close-up

This must be submitted PRIOR to Planning Commission hearing and PRIOR to Morgan County Board of Commissioners hearing

Additional Information required by staff:

APPLICANT & LANDOWNERS **MUST** SIGN APPLICATION ON NEXT PAGE

APPLICANT & LANDOWNER'S STATEMENT

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge.
Application must be signed by landowners as shown on title insurance/commitment.

Diana Malone 6/19/24
Applicant Signature Date
Diana Malone 6/19/24
Applicant Signature Date

Diana Malone 6/19/24
Landowner Signature Date
Diana Malone 6/19/24
Landowner Signature Date

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

(970) 542-3526



SU2024-0005 | Special Use Permit

Receipt Number: 545141

Payment Amount: \$650.00

July 3, 2024

<i>Transaction Method</i>	<i>Payer</i>	<i>Cashier</i>	<i>Reference Number</i>
Check	Dwayne Malone	Jenafer Santos	7623

Comments

Paid on 6/20/2024

Assessed Fee Items

Fee items being paid by this payment

<i>Assessed On</i>	<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed</i>	<i>Amount Paid</i>	<i>Balance Due</i>
7/03/24	Special Use - Full Review		\$650.00	\$650.00	\$0.00
Totals:			\$650.00	\$650.00	
				Previous Payments	\$0.00
				Remaining Balance Due	\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
17540 CO RD 15 FORT MORGAN, CO 80701	MALONE, DWAYNE & DIANA	17540 CO RD 15 FORT MORGAN, CO 80701	

Description of Work

Request to build a second single family dwelling in a commercial zone

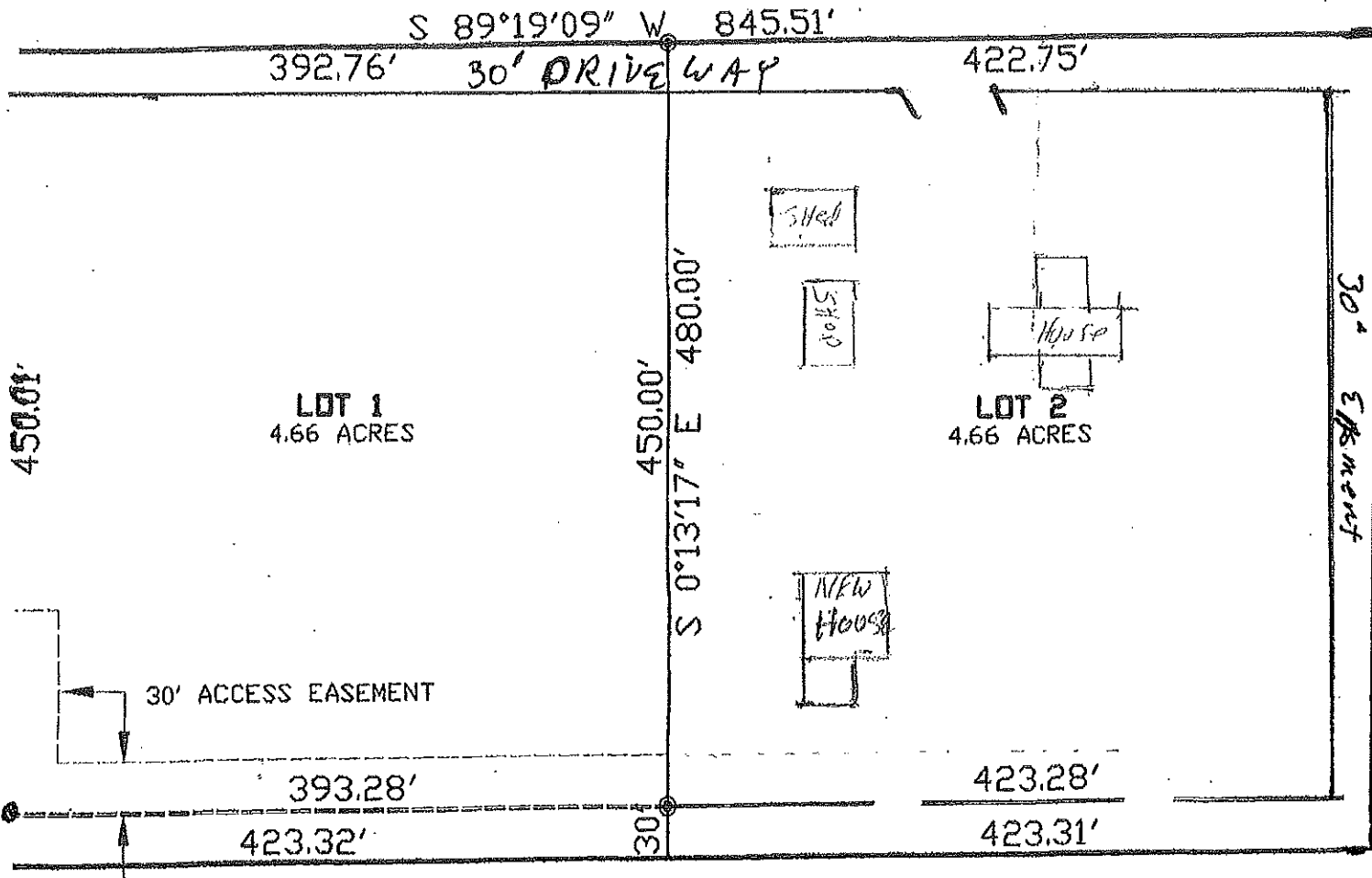
APPLICANT NARRATIVE

Malone Special Use Permit Application
June 26, 2024

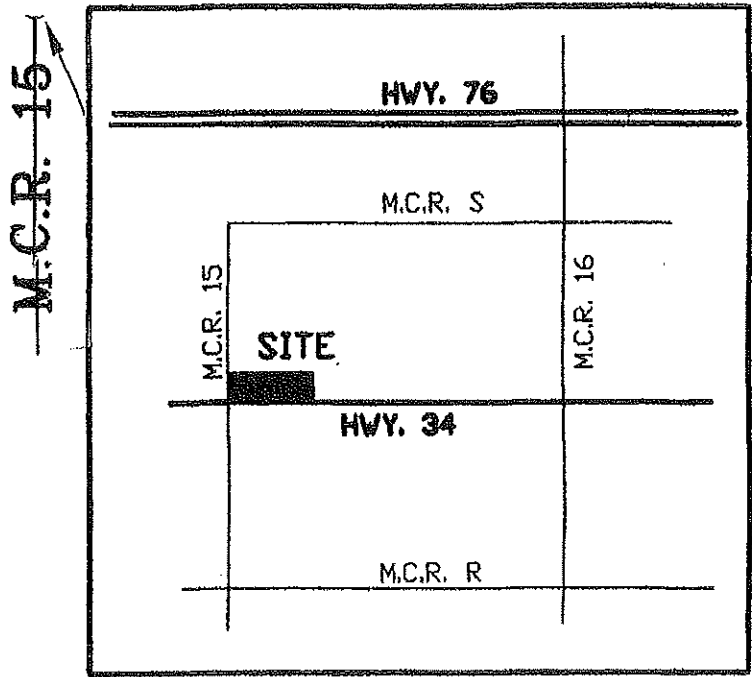
- Project Description: To construct a single-family dwelling. Note: This single-family dwelling will be a second residence within the existing commercial zone.
- Purpose of Request: To obtain a permit for constructing a residential home on commercial property. Note: This single-family dwelling will be a second residence within the existing commercial zone.
- How this Proposal Complies with the Morgan County Comprehensive Plan: Based on a review of the requirements of the Morgan County Comprehensive Plan, this proposal meets and complies with the requirements.
- How the Project / Proposed Use Meets the Criteria for the Special Use Permit Pursuant to Sec. 2-395 of the Zoning Regulations: The project will provide residential housing in a commercial zone.
- How the Project / Proposed Use Meets any Specific Criteria related to the Project / Proposed Use: The project / proposed use has no specific criteria; it is only applying for a special use permit to build a single-family dwelling.
- How Project will Relate to or Impact Existing Adjacent Users: Project will be a residential dwelling that will not relate to nor impact adjacent homeowners.
- All Offsite Impacts and Proposed Mitigation Measures: Non-applicable / None.
- Development of Implementation Schedule of Project: Construction to commence as soon as possible.
- Proposed Length of Time the Permit, if applicable: One (1) year.

- Discussion of any Public Improvements Required to Complete the Project: Discussion of any public improvements will require none.
- Special Use Map: Plat drawing included.
- Current Title Insurance Commitment (last six months): Title insurance commitment included.
- Proof of Current Paid Taxes: Attached.
- Water Tap (Engineer Report from Quality Water of Proof of Access to Well): Attached.
- Electric (Electric Bill or Letter of Commitment from the Electric Provider): Attached.
- Right to Farm Policy: Attached.

SITE PLAN / MAPS



POSITION EST. FROM FND.
R.M.'s FOR SW CORNER



VICINITY MAP

T. 3 N.

BASIS OF BEARINGS
BEARINGS AS SHOWN WERE DERIVED
ON MORGAN COUNTY G.P.S. CONTR

SCALE = 0.999957153

- ⊕ SECTION CORNER FOUND
- ⊙ CALCULATED POSITION FE SECTION BREAKDOWN COR
- ⊙ PROPERTY CORNER SET WITH PLASTIC ID CAP

PROOF OF OWNERSHIP

Current Title Insurance Commitment

NORTHERN COLORADO TITLE SERVICES CO., INC.
205 W. KIOWA AVENUE
FORT MORGAN, CO 80701
TELEPHONE (970)867-0233 *** FAX (970)867-7750

DATE: May 13, 2024
ORDER NO.: NCT25047
PROPERTY ADDRESS: 17540 COUNTY ROAD 15, Fort Morgan, CO 80701

OWNER/PURCHASER: DWAYNE MALONE and DIANA MALONE
TO BE DETERMINED

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

To: DONALD MALONE
[REDACTED] ATTN: DONALD
Fax No.:

 To: ATTN:
Fax No.:

ATTACHED PLEASE FIND THE FOLLOWING ITEM(S) IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ATTACHED DOCUMENTATION, PLEASE CONTACT LINDA, BROOKE, LISA OR SHERYL. FOR CLOSING ASSISTANCE, PLEASE CONTACT LINDA OR LISA. WE APPRECIATE YOUR BUSINESS VERY MUCH AND LOOK FORWARD TO SERVING YOU IN THIS TRANSACTION.

**E-MAIL ADDRESS FOR CLOSING DOCUMENTS: closing@ncts.com
HAVE A WONDERFUL DAY!!!**

<input checked="" type="checkbox"/> COMMITMENT	<input type="checkbox"/> OWNERS TITLE POLICY
<input type="checkbox"/> AMT DUE IS ON SCHEDULE A (INVOICE)	
<input type="checkbox"/> PROPERTY REPORT	<input type="checkbox"/> MORTGAGEES TITLE POLICY
<input type="checkbox"/> AMT DUE IS ON PROPERTY REPORT (INVOICE)	
<input type="checkbox"/> MORTGAGE/FORECLOSURE GUARANTY	<input type="checkbox"/> DOCUMENTS
<input type="checkbox"/> SURVEY / ILC	<input type="checkbox"/> OTHER / INVOICE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

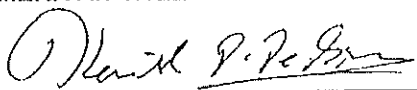
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Texas Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Northern Colorado Title Services Co., Inc.
Issuing Office: 205 W. Kiowa Avenue, Fort Morgan, CO 80701
Issuing Office's ALTA® Registry ID: 0044474
Commitment No.: NCT25047
Issuing Office File No.: NCT25047
Property Address: 17540 COUNTY ROAD 15, Fort Morgan, CO 80701

SCHEDULE A

1. Commitment Date: May 8, 2024 at 08:00 AM

2. Policy or Policies to be issued:	AMOUNT:	PREMIUM:
ALTA Owners Policy (07/01/21)	TBD	\$200.00

Proposed Insured: TO BE DETERMINED

Other Charges:

TOTAL DUE: \$200.00

NOTE: A Minimum Fee of \$115.00 will be charged if file is cancelled.

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

DWAYNE MALONE and DIANA MALONE

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SCHEDULE A
(Continued)

5. The Land is described as follows:

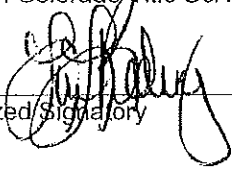
Lot 2, WALKER MINOR SUBDIVISION, according to the recorded the plat thereof, Morgan County, Colorado.

NOTE: Any conveyance or encumbrance of the above described parcel of land must include the following:
"Together with a 30 foot easement across Lot 1 of said Walker Minor Subdivision, as shown on the plat thereof recorded in Plat Book 9 at page 35, for the purpose of ingress and egress to and from said Lot 2."
Said easement is for informational purposes only and will not be insured on the final policy.

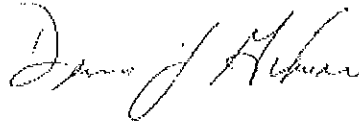
and commonly known as (for informational purposes only): 17540 COUNTY ROAD 15, FORT MORGAN, CO 80701

Northern Colorado Title Services Co., Inc.

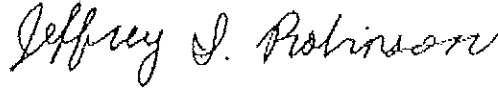
Authorized Signatory



First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Proper Deed from DWAYNE MALONE and DIANA MALONE to TO BE DETERMINED, conveying the land described herein.
 - b. Dollar amount of Policy coverage must be provided to the Company.
 - c. The Company reserves the right to assert additional requirements or exceptions regarding the Grantee(s) when they are designated.

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B - Section II and a Schedule C (if applicable) with matching Commitment Numbers.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Reservation as contained in United States Patent recorded DECEMBER 18, 1905 in Book 44 at Page 36 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises.
9. Right of way for ROAD purposes as specified in ROAD PETITION recorded JULY 31, 1906 in Book 15 at Page 101, said road to be not less than 60 feet in width.
10. RIGHT OF WAY FOR ROAD PURPOSES AS SPECIFIED IN ROAD PETITION RECORDED JANUARY 10, 1902 IN BOOK 15 AT PAGE 137.

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SCHEDULE B, PART II

(Continued)

11. Right of way for ROAD purposes as shown on the FORT MORGAN MASTER STREET PLAN recorded SEPTEMBER 1, 1981 in Plat Book 5 at Page 93.
12. SUBJECT TO A ROAD RIGHT OF WAY APPROXIMATELY 40 FEET IN WIDTH ALONG THE SOUTH LINE OF SUBJECT PROPERTY AND A ROAD RIGHT OF WAY 30 FEET IN WIDTH ALONG THE EAST, NORTH AND WEST LINES OF SAID TRACT, AS EXCEPTED IN DEED RECORDED JULY 31, 1962 IN BOOK 661 AT PAGE 284, AND AS SHOWN ON PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 9 AT PAGE 35.
13. An undivided 3/4 interest in all oil, gas and other mineral rights, as reserved by BIJOU LAND AND INVESTMENT COMPANY in the Deed to L.E. KIME recorded JULY 31, 1962 in Book 661 at Page 284, and any and all assignments thereof or interests therein.
14. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; AND (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American" "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

UTILITIES / ACCESS

Water

Septic

Electric

Driveway Permit

MORGAN COUNTY QUALITY WATER
 P.O. BOX 1218
 FORT MORGAN, CO 80701
 (970)867-3054

www.mcqwd.org

PRESORTED
 FIRST-CLASS MAIL
 US POSTAGE PAID
 Permit #19
 Fort Morgan CO 80701

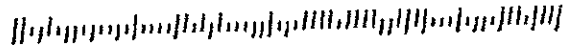
SRVC	PRESENT RDG	PREVIOUS RDG	USED	AMOUNT
PB WAT	3,889	3,864	25,000	103.53
Happy Father's Day You can view or pay your bill at www.mcqwd.org.				

ACCOUNT #	ROUTE
4272.00	7
SERVICE FROM	SERVICE TO
04/24/2024	05/23/2024
DATE BILL MAILED	DAYS USED
05/31/2024	29
DUE DATE	NOW DUE
06/10/2024	103.53
RETURN SERVICE REQUESTED	REMIT AFTER DUE DATE
	103.53

PLEASE RETURN THIS STUB WITH PAYMENT

SRVC ADDR		ACCOUNT #
17540 Road 15		4272.00
NOW DUE	DUE DATE	REMIT AFTER DUE DATE
103.53	06/10/2024	103.53

Dwayne Malone
 17540 Co Rd 15
 Fort Morgan CO 80701-2643





11323 Coal Mine Street
Firestone, CO 80504
Phone: 720-324-3625
www.nec-engrs.com

File No: 24-006.05

Commercial Request

June 11, 2024

Secondary Plat Review Required

Morgan County Quality Water District
P.O. Box 1218
Fort Morgan, CO 80701

6-11-24
km

ATTN: Kent Pflager, Manager

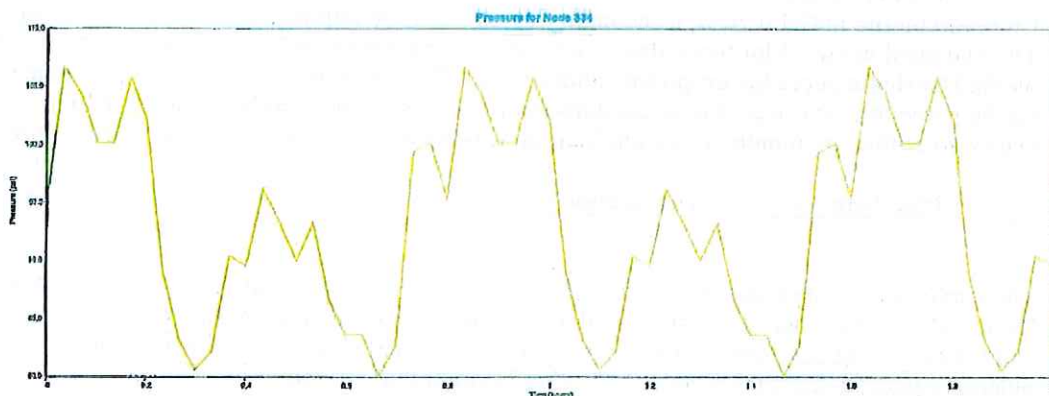
RE: Tap Request 2024-20 – Node 334

Dear Kent:

The analysis for the following tap request has been completed:

Applicant	No. of Requested Taps	Location
Edward Hruda	1-5/8" Tap	17540 County Rd 15, Fort Morgan

The tap request is to serve a second proposed residence on an existing lot. There is an existing four-inch (4") line adjacent to the property. The existing pressures in this area are between 80 psi and 107 psi. With the proposed tap request the pressures will be between 80 and 107 psi as shown below.



The following table indicates the impact of this request on the peak-hour pressures at critical areas within the District without any improvements.

Location	Pressure Before Proposed Taps Added (psi)	Pressure After Proposed Taps Added (psi)
Wiggins Pump Station Inlet (#1140)	41	41
Road 23 (North End #2110)	74	74
North of Jackson Lake (#1921)	27	27
Northeast End of District (#2230)	87	87
Adams Co. (#1250)	41	41

* Spreadsheet was modified which changes the values 6/10/24

System Improvements required to serve this request:

The applicant will need to supply a plat map if the property is being subdivided.

Engineer's Recommendation:

NEC recommends conditional approval of this application; Engineer's recommendation is solely based on the pressures observed from the water model; official/final approval will be from the District in which the District will ensure the application meets all of the District's rules and regulations before issuing final approval. Commercial taps are required to be Board approved.

Secondary Plat Review Requirement:

If the applicant is dividing the property into multiple lots and does not have the proposed subdivision platted and stamped by a licensed surveyor or engineer registered in the State of Colorado on the initial review, a secondary review will be required once the plat is complete. The plat shall show all lot lines, designated utility easements, and right-of-ways as required by the District to serve the proposed subdivision. The location of the meter shall be located on the parcel it is serving. The secondary tap review is required to be completed and approved within six months from application, otherwise a new application may be required.

Master Plan Improvements recommended:

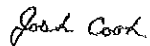
None.

The applicant is responsible for the construction of any main extensions from the existing line to serve the proposed tap, in accordance with current District Construction Guidelines, and for providing easements for the main extensions located on private property and obtaining permits from the County and other permits that are required. The applicant should make arrangements for the implementation of this request, or express Intent to Proceed, within 90 days of the date of this correspondence. Otherwise, the proposed request will be removed from the model. If the applicant decides to proceed with the installation anytime thereafter, additional analysis may be necessary.

If this request is to serve a commercial tap, and if the Applicant's total water use in any two years out of three consecutive years exceeds 0.7 acre feet times the number of tap equivalents purchased, then the District may require Applicant to purchase additional tap equivalents to cover the additional demand, and the volumetric limits shall be modified to reflect the additional tap equivalents.

If you have any questions, please do not hesitate to call.

Sincerely,



Josh Cook, P.E.
President
NOCO Engineering Company



May 22, 2024

Dwayne and Diana Malone
17540 County Road 15
Fort Morgan, CO 80701

Dear Mr. and Mrs. Malone:

This department has no objection to placing a second home, with its own new onsite wastewater treatment system (OWTS) on one lot. The proposed house is to be built on Lot 2, located at 17540 County Rd 15, Fort Morgan, in Section 03 – Township 3N – Range 57-58 of Morgan County, Colorado. Approximately 4.66 acres are involved.

The proposed lot currently contains a home, a shop, and a shed with a separate existing septic system. Potable water will be supplied by a Morgan County Quality Water district.

Prior to building a new residence, the owner(s) shall obtain from this office an application to install or repair an OWTS, and remit the appropriate fee. **Construction of an OWTS shall conform to all Northeast Colorado Health Department Onsite Wastewater Treatment System Regulations.** Including, but not limited to, setback distances from wells, creeks, irrigation ditches, property lines, buildings, high water, floodway and other septic systems.

If there are any questions please call me at 970/867-4918 ext. 2262

Sincerely,

A handwritten signature in black ink, appearing to read "Elissa Groves", written over a circular stamp or seal.

Elissa Groves
Environmental Health Specialist
Northeast Colorado Health Department

Cc: Mel Bustos

Environmental Health Manager

A handwritten signature in black ink, appearing to be "D. [unclear] [unclear]". The signature is highly stylized and cursive, with a large circular flourish on the left side and a long horizontal stroke extending to the right.

YNM

OFFICE HOURS: Monday - Friday 8:00 AM - 4:30 PM

PHONE: 970-867-5688 or 800-867-5688

EMAIL: customerservice@mcrea.org

WEBSITE: www.mcrea.org



Morgan County Rural Electric Association
PO Box 738
Fort Morgan, CO 80701-0738

**TOTAL
AMOUNT DUE**
\$165.40
Due Date
06/15/2024

See next page for bill details.

Account Information		Balance Summary	
Account #:	2238700	Previous Balance	\$149.69
Customer Name:	DWAYNE MALONE DIANA MALONE	Payment(s)	-\$149.69
Statement Date:	06/01/2024	Balance Before Current Charges	\$0.00
Current Bill Due Date:	06/15/2024	Total Current Charges	\$165.40
Mailing Address:	17540 COUNTY ROAD 15 FORT MORGAN CO 80701-8316	Total Amount Due	\$165.40

IMPORTANT CUSTOMER INFORMATION

Join us for Morgan County REA's 2024 Member Appreciation Picnic on June 13th! See the back of this bill for details and learn how you can win prizes. We hope to see you there!



Morgan County Rural Electric Association

734 Barlow Road · P.O. Box 738 · Fort Morgan, Colorado 80701

(970) 867-5688 · FAX: (970) 867-3277 · e-mail: customerservice@mcrea.org



A Touchstone Energy Cooperative
The power of better connections

May 15, 2024

DWAYNE MALONE
DIANA MALONE
17540 COUNTY ROAD 15
FORT MORGAN CO 80701

RE: Certification of Electric Power
NW ¼, Sec 3, T03N, R58W
Dwayne and Diane Malone

This letter is in regard to a request to provide certification to the Morgan County Planning and Zoning Commission, that we can provide sufficient electric power for Dwayne and Diane Malone in the Northwest Quarter of Section 3, Township 03 North, Range 58 West.

Morgan County REA presently has electric distribution lines near this property, and will be able to provide electric service to the proposed site.

We hope this letter will suffice. If we can be of any further assistance, please feel free to contact the office.

Sincerely,

Brent Kliesen
Field Engineer
Morgan County REA
734 Barlow Road
PO Box 738
Fort Morgan, CO 80701
970-867-5688 (Office)

DRV15-0.1-E3-SH34

June 14, 2006

Wallace D. & Bonnie J. Pickens
922 Vickie St.
Fort Morgan, Co 80701

Dear Mr. & Mrs. Pickens,

Morgan County Highway Department has no objection to the use of a present driveway for lot # 4, a new driveway for lot # 2, a new driveway to be shared for lot # 1 & lot # 3 located onto Morgan County Road 15 as access to the property located at: A portion of

W ½ NW ¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M.

If at a future date, Morgan County determines a culvert is needed for drainage, or any existing culvert needs repaired, the landowner will assume all costs; and culvert and driveway must meet Morgan County specifications. This may require a 40 foot driveway. Such parties may acquire the culvert and installation from anyone they wish, but the culvert must be pre-approved by the County. The culvert may be purchased from the County and the County may do the actual installation upon signed agreement between parties.

Sincerely,

Joe B. Baltazar
Transportation and Environmental Director

JBB/cb

MORGAN COUNTY
Road and Bridge Department

6-14-06


REQUEST FOR DRIVEWAY ACCESS LETTER

Requested By:

Name: Troy Armstrong


Date: 6-14-06

Address: 1532 42nd Ave. E.
Greenley, Co 80639

Phone: 

W 1/2 NW 1/4 S3 T3N R5E W

Legal Description: Lot 2, Pickens West Subdivision

Present Driveway Location: N/A 

New Driveway Location: See Attached site plan Rd 15

If this letter is to be mailed to a address different from above indicate:

Name: Troy Armstrong

Address: 1532 42nd Ave. E.

Greenley, Co. 80639

Phone: 

Submit this request to:

Morgan County Road and Bridge Department
DICK EARLY
17303 RD S
P.O. Box 516
Fort Morgan, CO 80701
(970) 542-3560
Fax: 542-9

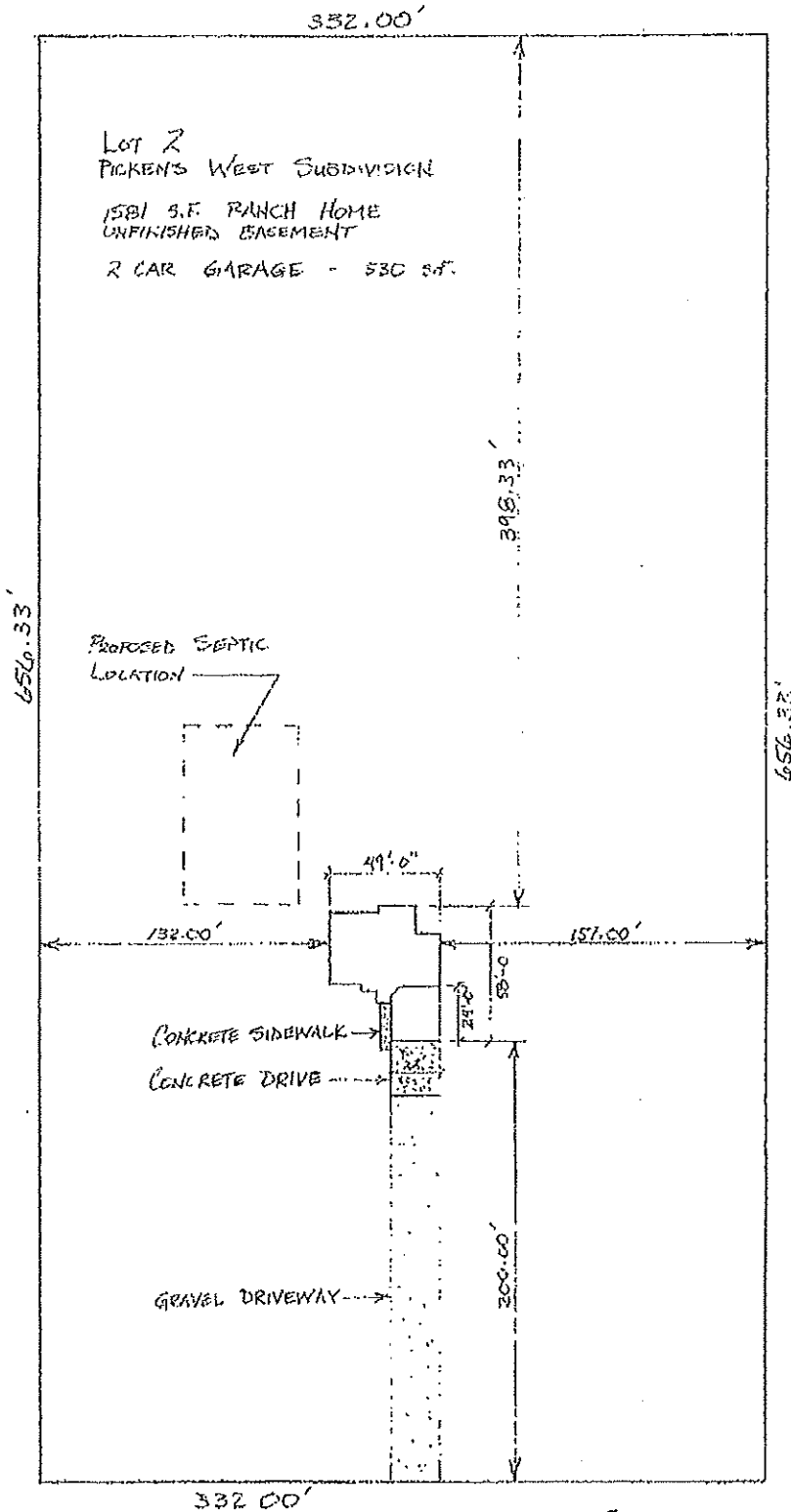
For office use only

Received By: _____ Date: _____

Completed By: _____ Date: _____

SITE PLAN

RIPPIN ENTERPRISES, LLC
 1532 42ND AVE CT
 GREELEY, CO 80634
 CONTACT - TROY ARMSTRONG
 (970) 590-0927



NORTH
 SCALE - 1" = 50'



Approved Driveway Access Permit
Morgan County, Colorado

Driveway Access Code:	DRV15-0.089-E-SH34	Date:	7-2-24
Property Owner (Permittee):			
Name:	Dwayne & Diana Malone		
Address:	17540 County Road 15		
Address:			
City:	Fort Morgan	State:	CO Zip Code: 80701
Phone:		Email:	
Agent of Property Owner (If Applicable)			
Name:			
Address:			
Address:			
City:		State:	Zip Code:
Phone:		Email:	
Parcel Number:	122703002002		
Legal Description:	Subd: WALKER MINOR SUB, FM (03-3-58) Lot: 02 S:3 T:3 R: 58 PARC W 1/2 NW 1/4.		
GPS Coordinates at the Centerline of Driveway:	Latitude:	40.255433	
	Longitude:	-103.867658	
Access onto County Road:	MCR 15		
Driveway Type:	New	<input checked="" type="checkbox"/> Existing	
Maximum Width of Approved Driveway is:	40 FEET		
Culvert Required:	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If Yes, Required Size is: Inch

If a culvert is not required at the time of permit issuance but future conditions deem one necessary, the cost of said culvert may be at the property owner's expense.

The above identified driveway has been approved by Morgan County Road and Bridge Department pursuant to all terms and conditions outlined in the Application for Driveway Access Permit are adhered to. Failure to comply with these terms and conditions may result in this permit being revoked and/or the driveway being removed at permittee's expense. This permit is valid only for the one driveway access identified above. Construction of said driveway may proceed.

Morgan County, Colorado
Public Works Department

James Rehr

Authorized Morgan County Agent Signature

7-2-24

Date



Application for Driveway Access Permit
Morgan County, Colorado

Instructions for Completing and Submitting Application

1. **Property Owner (Permittee):** Please provide the full name, mailing address, telephone number and email address *(if available)* of the legal property owner. The provided telephone number should be one where the Permittee can be reached during business hours Monday through Friday, 8:00 a.m. to 4:00 p.m. MDT.
2. **Agent of Permittee:** If the applicant *(person or company completing this application)* is different from the legal property owner *(Permittee)*, provide entity name *(if applicable)*, the full name of the person serving as the agent, mailing address, telephone number, and email address *(if available)*. The provided telephone number should be one where the Agent can be reached during business hours Monday through Friday, 8:00 a.m. to 4:00 p.m. MDT. *Please provide documentation you are an agent of property owner.*
3. **Legal Description of property:** Provide the legal description to the full extent that applies for the property to be accessed by the requested driveway. Include the Assessor parcel number. This information is available through the County Assessor or Clerk and Records office or on your property deed(s).
4. **Road Access:** Complete the information on the County Road that will be accessed by this proposed driveway.
5. **New or Existing Driveway:** Complete the information for the driveway type.
New Driveways:
 - In determining location for the proposed driveway, take into account: line of site distances, relationship to road intersections, and relationship to crests of hills.
 - Please indicate the desired width of the new requested driveway.
 - If possible, provide a map showing the desired location of the proposed driveway.
 - ***The proposed area for the new driveway must be clearly marked with flagged stakes on each side of the proposed area. Please have the location marked as indicated prior to submitting application.***
6. Initial the bottom of page two (2) in the provided location indicating that you have read and understand the terms and conditions.
7. Signature Section must be signed and dated by the property owner or agent. *Applications will not be processed until they are fully completed, initialed, signed and submitted, along with any additional required documents.*
8. **Submittal of Application:** Please submit application and all corresponding paperwork to:
By mail or in person: Morgan County Road and Bridge Department
P.O. Box 516
17303 County Road S
Fort Morgan, CO 80701
By Email to: rbmorganc@co.morgan.co.us

Application for Driveway Access Permit
Morgan County, Colorado

Terms and Conditions

1. The granting of this permit application is for one (1) property access across the county right of way onto a county road. The access must not exceed the approved width defined on the approved permit. Additional accesses crossing the right of way must be applied for separately.
2. If this access is to be onto an access/travelling easement, then a copy of the easement, recorded plat or use agreement must accompany this application.
3. The granting of a driveway access permit by Morgan County is only for the purpose of crossing the right of way under the county's jurisdiction. It is the permittee's responsibility to identify and obtain permissions to cross any other easements, covenants, right of ways or private agreements that may exist.
4. If the access request is onto any Federal or State lands, you must provide the names and contact information for the relevant agencies and attach a copy of the authorization for the property use.
5. All property owners/agents are responsible for any damages that may occur to the county road or right of way during installation of said driveway.
6. The construction and all costs associated with the construction of the driveway are the responsibility of the property owner/agent. The construction cannot exceed the defined width and must include any specified culverts required as defined in the approved permit. Culverts may be purchased from anywhere, however they must be approved by the county prior to installation. Culverts may also be purchased from Morgan County Road and Bridge.
7. If a culvert is required, it is for use by Morgan County to protect the road and right of way. Morgan County retains the right to utilize the culvert in any way it deems necessary.
8. If a culvert is not required at the time of permit issuance, however, in the future a culvert is deemed necessary, the cost of said culvert may be at the property owner's expense.
9. Inside the county right of way, the driveway may only consist of the travelling surface to access the property. No other structures or appurtenances may be placed in the right of way (*examples: columns, walls, fencing, large rocks, etc.*). The only exception to this requirement is mailboxes.
10. During the construction of an approved driveway, it is the responsibility of the property owner/agent and/or their contractor to insure safety to the travelling public. This could include the use of signs, cones and/or traffic control as necessary.
11. All repairs, maintenance and costs associated with said driveway are the responsibility of the property owner/agent.
12. Morgan County is not responsible for any damages to the driveway caused by normal maintenance operations, including but not limited to mowing, grading, and snowplowing.
13. The property owner/agent agrees to hold harmless, indemnify, and defend Morgan County from any claim of any person arising from the installation, use, maintenance, or removal of the driveway in the county right of way.
14. The terms, conditions and requirements defined in this application and subsequent approved permit will remain valid through any future sales, transfer of ownership or assignments of the property defined in this driveway application.

DM Please Initial that you have read and understand the terms and conditions outlined on this page.

Application for Driveway Access Permit
Morgan County, Colorado

1. Property Owner (Permittee):
Name: Wayne & Diana Malone
Address: 17540 Cty Rd 15
City/State/Zip Code: Ft Morgan, CO 80701
Phone: [REDACTED] Email: [REDACTED]

2. Agent of Property Owner (If Applicable)
Company/Individual Name: Same PO
Contact Name (If Applicable): _____
Address: _____
City/State/Zip Code: _____
Phone () _____ Email: _____

3. Legal Description:
Portion of the 6 1/2 NW 1/4 of Section 3 Township 3
North Range 58 West of the 6th Principal Meridian
Parcel Number: 122703002002

4. Road Access:
Access onto County Road 15 (Circle Direction) North / South East / West of County Road 15

5. Driveway Type: (Check One) **New Driveway _____ Existing Driveway X
Desired width of New Driveway N/A Feet.
**If this is a new driveway location, please place flagged stake marker on each side of the requested driveway location.

I have read the instructions, terms and conditions outlined in this Driveway Access Permit Application, and agree to all terms and conditions outlined therein, furthermore, I understand no liability is assumed by the County of Morgan, Colorado or its agents by issuance of a permit for this application and all costs, present and future, associated with the access provided by an Approved Driveway Access Permit are the responsibility of the property owner/agent and or any future assignees. The applicant declares the information provided are true and complete to the best of their knowledge.

[Signature] Diana Malone 6/27/24
Property Owner/Agent Signature Date

Submit Completed Application and All Supporting Documents to:
Morgan County Road and Bridge Department
P.O. Box 516
17303 County Road 5
Fort Morgan, CO 80701
Or by Email to: rbmorganc@co.morgan.co.us
Phone: (970) 542-3560 Fax: (970) 542-3569

For Office Use only below this line

Determination: X Approved _____ Denied (Reason for Denial): _____

GPS Coordinates, Centerline of Driveway in relation to road: Latitude: 40.255433

Maximum Width of Driveway: 40 Feet Longitude: -103.867658

Culvert Required: YES/NO NO If Yes, Size: _____

Closest Intersecting Road SH-34 Measurement from Closest Intersecting Road 469 Feet

Driveway Access Code: DRV15-0,089-E-SH34

Completed By: [Signature] Date: 7-2-24

June 26, 2024

To: Morgan County Road & Bridge

We, Dwayne and Diana Malone, are requesting you email a letter to:

Jenafer Santos
Morgan County Planning & Zoning
jsantos@co.morgan.co.us

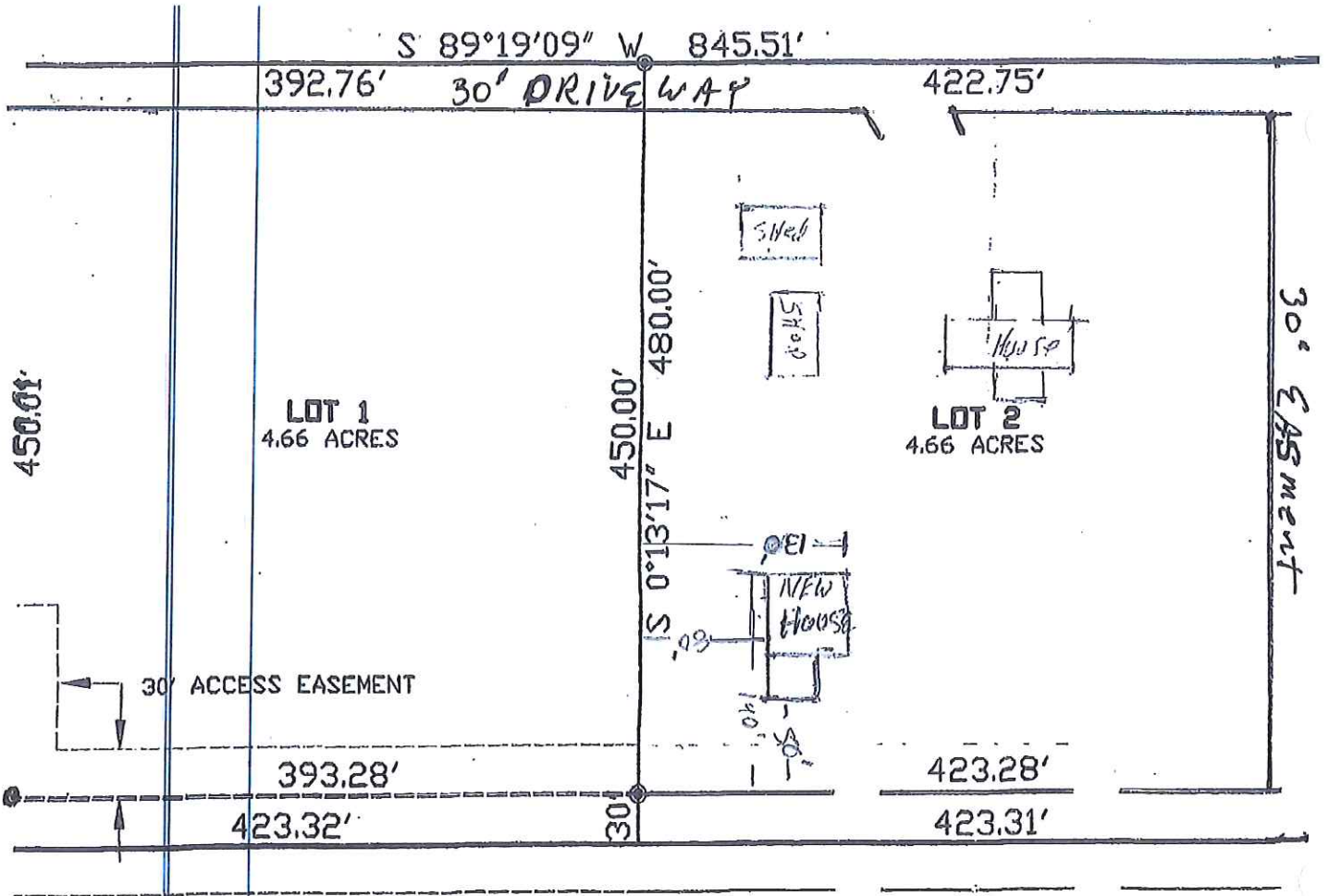
indicating you have no conflict with adding a second home at our existing property located at 17540 County Road 15, Fort Morgan, CO. Our existing residence already has an access into our property, and the additional residence will use that same access.

Thank you for your help,

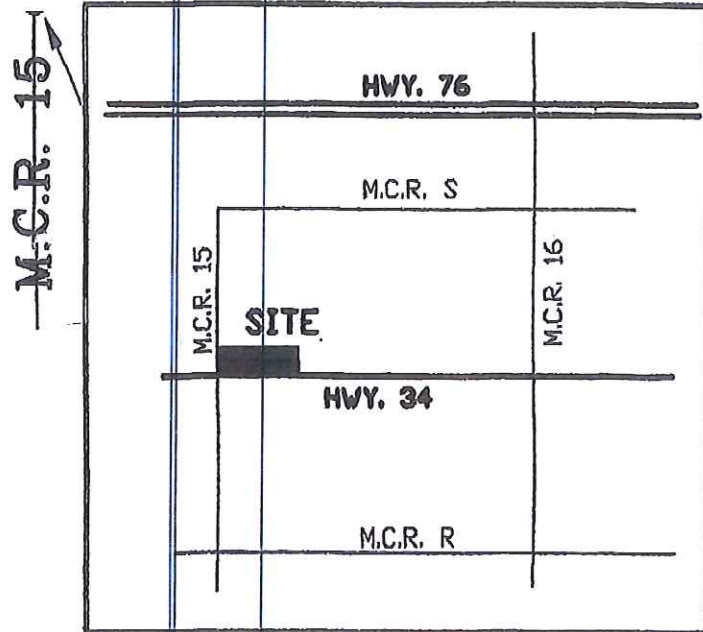
Dwayne & Diana Malone

██████████ (home)

██████████ (Dwayne cell)



POSITION EST. FROM FND.
 R.M.'s FOR SW CORNER



VICINITY MAP

T. 3 N.

BASIS OF BEARINGS
 BEARINGS AS SHOWN WERE DERIVED
 ON MORGAN COUNTY G.P.S. CONTROL

SCALE = 0.9999957153

- ⊕ SECTION CORNER FOUND
- ⊙ CALCULATED POSITION FOR SECTION BREAKDOWN CORNER
- ⊙ PROPERTY CORNER SET WITH PLASTIC ID CAP

Morgan County Property Card

Parcel Number: 1227-030-02-002

Account Number: R018528

Property

Address

17540 CO RD 15
FORT MORGAN, CO 80701

Physical

Acres: 4.659999847 Land Sq Ft: 737,390
Property Class SINGLE FAMILY - LAND, SINGLE
FAMILY - IMPS

Zoning Value

Planning: C	Assessed	Actual
Assessor: 1112, 1212	Land: \$6,600	\$98,580
	Imp: \$42,800	\$638,810

Legal Description

Block: Lot: 02
PLSS: 03N 58W 003
Boundary: PARC W1/2NW1/4
Legal: Subd: WALKER MINOR SUB, FM (03-3-58)
Lot: 02 S: 03 T: 3 R: 58 PARC W1/2NW1/4

Owner

Name: MALONE, DWAYNE & DIANA
Address: 17540 CO RD 15
FORT MORGAN, CO 80701

District 247

Taxing Authorities

School District: School District RE-3 Fire Protection District: Fort Morgan Fire
Water Districts: Northern Colorado Water, Quality Water Special Districts:

Voting Districts

House District: 63 Congressional District: 4 Precinct: 3
Senate District 1 Commissioner District: 1 Town: --

Other

Subdivision: Subd: WALKER MINOR SUB, Neighborhood: SUBD IN TWN 3 RNG Condo:

Sales

Most Recent Sale

Sale Date: 2/16/2006 Document Type: JOINT TENANCY Deed Type: PRJT
Sale Price: 60000 Document Number: 833441
Grantor: BRISTOL, ARLO E & RUBY A
Grantee: MALONE, DWAYNE & DIANA
Remarks:

ADDITIONAL APPLICATION INFORMATION

Mineral Notification

Tax Account Statement

July 10, 2024

Platte Farms, Inc./ Public Trustee

P.O. Box 718, Greeley, CO 80631

Sent via Certified Mail

Notice to Mineral Rights Owners and/or Lessees:

As required by Colorado State Statute 24-65-5-103, I am notifying you that I have submitted a Special Use Permit application to the Morgan County Planning and Zoning Department for Malone Residential Home located at:

Address: 17540 County Road 15, Fort Morgan, Colorado 80701

Legal Description: A portion of the W 1/2 NW 1/4 of Section 3 Township 3 North Range 58 West of the 6th Principal Meridian of the 6th P.M., Morgan County, Colorado.

The application will be heard by the Morgan County Planning Commission in a public hearing on August 12, 2024 at 6: P.M. in the assembly room, 231 Ensign Street, Fort Morgan, Colorado. The Planning Commission will review the application and recommend approval or disapproval to the Board of County Commissioners.

Final approval or disapproval of the application will be considered by the Morgan County Commissioners on August 13, 2024 at 9:00 A.M. in the assembly room, 231 Ensign Street, Fort Morgan, Colorado.

Sincerely

A handwritten signature in black ink, appearing to read "Donald Wayne White", written over a horizontal line.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Greerley, CO 80631

OFFICIAL USE

Certified Mail Fee	\$4.40
\$	13.65
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.68
\$	0.75
Total Postage and Fees	\$0.75



Sent to Platte Farms, Inc
Street and Apt. No., or PO Box No. PO Box 718
City, State, ZIP+4® Greerley, CO 80631

7022 0410 0002 2484 8550

Morgan County Treasurer

Statement of Taxes Due

Account Number R018528
Assessed To

Parcel 122703002002
MALONE, DWAYNE & DIANA
17540 CO RD 15
FORT MORGAN, CO 80701

Legal Description	Situs Address
Subd: WALKER MINOR SUB, FM (03-3-58) Lot: 02 S: 03 T: 3 R: 58 PARC W1/2NW1/4	17540 CO RD 15

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$2,766.44	\$0.00	\$0.00	(\$2,766.44)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 07/19/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 247 - 247 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.5530000	\$893.95	SINGLE FAMILY -	\$91,230	\$6,110
ROAD AND BRIDGE FUND	7.5000000	\$342.90	LAND		
SOCIAL SERVICES FUND	2.0000000	\$91.44	SINGLE FAMILY -	\$591,160	\$39,610
FT MORGAN RURAL FIRE DIST	2.8600000*	\$130.76	IMPS		
FT MORGAN PEST CONTROL	0.2690000*	\$12.30	Total	\$682,390	\$45,720
MORGAN CO QUALITY WATER	0.8240000	\$37.67			
NORTHERN COLO WATER CD	1.0000000	\$45.72			
RE 3 F M GENERAL FD	27.2230000	\$1,244.63			
RE 3 F M M/L OVRD	1.5800000	\$72.24			
RE 3 F M BOND RED	8.0890000	\$369.83			
Taxes Billed 2023	70.8980000	\$3,241.44			
Senior		(\$475.00)			
Net Taxes Billed for 2023		\$2,766.44			
* Credit Levy					

*****TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK*****

Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

ROBERT A SAGEL, MORGAN COUNTY TREASURER
231 Ensign St, PO Box 593, Fort Morgan, CO 80701
Phone: 970-542-3518, Email: esale@co.morgan.co.us
Website: morgancounty.colorado.gov

LANDOWNER LETTERS, REFERRALS & RESPONSES

Landowner Letter Sent & Responses Received

Referral Sent & Responses Received

Notification

Sign Posting Pictures & Affidavit



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

July 19, 2024

Dear Neighboring Landowners:

Dwayne and Diana Malone as applicants and landowners have submitted an application to our office for a Special Use Permit to construct a second single-family dwelling in a commercial zone.

Legal Description: Lot 2, Walker Minor Subdivision in the W½NW¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado. Also known as 17540 County Road 15, Fort Morgan, CO 80701.

This application is scheduled to be heard by the Planning Commission on **Monday, August 12, 2024 at 6:00 P.M.** and the Board of County Commissioners on **Tuesday, August 13, 2024 at 9:00 A.M.** in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within ¼ mile of the subject property are notified of the application and hearing date.

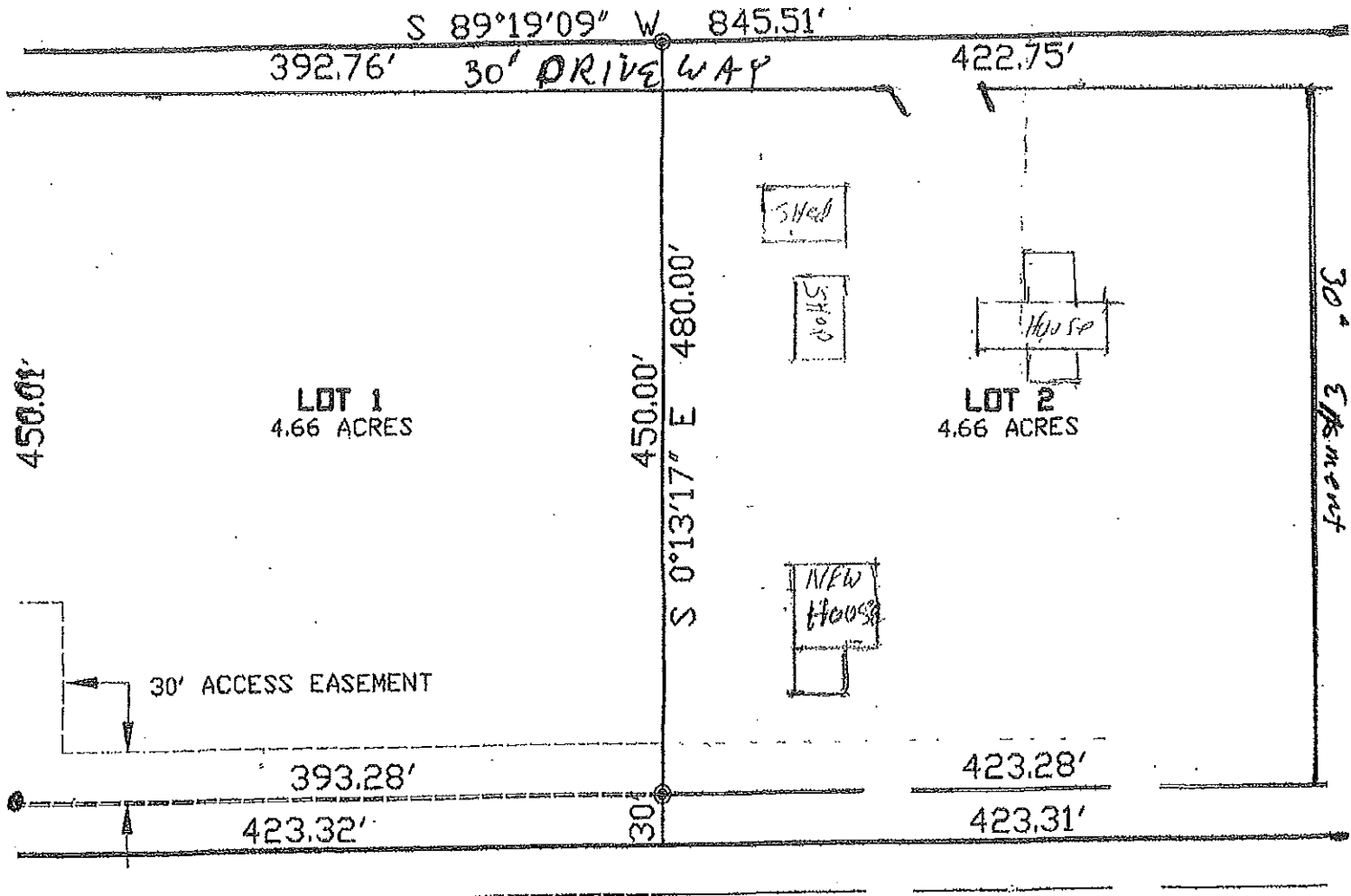
Documents pertaining to the above identified matters are on file in the Planning Administrator's Office located at 231 Ensign St., Fort Morgan, Colorado. If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearings and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **August 2, 2024.**

Sincerely,

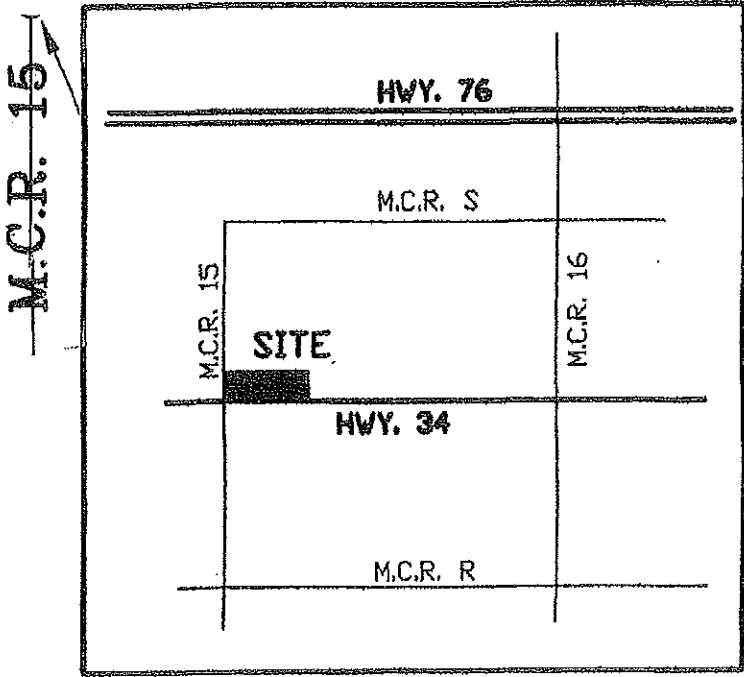
Nicole Hay

Nicole Hay
Planning Administrator

For special assistance for the mentioned hearing, please notify us at least 48 hours before the scheduled agenda item. Please call (970) 542-3526 to request any ADA accommodations



POSITION EST. FROM FND.
R.M.'s FOR SW CORNER



VICINITY MAP

T. 3 N.

BASIS OF BEARINGS
BEARINGS AS SHOWN WERE DERI
ON MORGAN COUNTY G.P.S. CONTR

SCALE = 0.999957153

- ⊙ SECTION CORNER FOUND
- ⊙ CALCULATED POSITION FC SECTION BREAKDOWN COR
- ⊙ PROPERTY CORNER SET WITH PLASTIC ID CAP

MALONE, DWAYNE & DIANA
17540 CO RD 15
FORT MORGAN, CO 80701

BASELINE FARMS LLC
5821 WELD CO RD 54E
BELLVUE, CO 80512

BRISTOL, ARLO E & RUBY A
15173 HWY 34
FORT MORGAN, CO 80701

FELDPAUSCH, CHARLES & NORA
34600 CO RD 31
GREELEY, CO 80631

NATIONS RENTALS LLC
15337 HWY 34
FORT MORGAN, CO 80701

CHALK, DOUGLAS J & KAREN S
15828 HWY 34
FORT MORGAN, CO 80701

DODGE, TAMMIE REEVES
430 S LAKE ST
FORT MORGAN, CO 80701

ROBERTSON, KEITH A TRUST
15285 HWY 34
FORT MORGAN, CO 80701

PICKENS, WALLACE D & BONNIE J
922 VICKIE ST
FORT MORGAN, CO 80701

EXTREME MAX PROPERTIES LLC
15447 HWY 34
FORT MORGAN, CO 80701

OROZCO, ABDON I
P O BOX 8591
ANAHEIM, CA 92812

MELLENDEZ, ALCIDES S MOLINA &
YANES, HILDA
15454 HWY 34
FORT MORGAN, CO 80701

JOHNSON, ZA W & KAY M
14973 HWY 34
FORT MORGAN, CO 80701

SILZ, HEINZ O & CHERYL
15785 W 63RD AVE
GOLDEN, CO 80403

NORRIS, VERA L
17611 CO RD 15
FORT MORGAN, CO 80701

HISHINUMA, TIMOTHY T
17701 CO RD 15
FORT MORGAN, CO 80701

MCKIE, JAMES M JR & BETTY JO
17824 CO RD 15
FORT MORGAN, CO 80701

HEADLEY, JACQUELYN
17792 CO RD 15 - LT 1
FORT MORGAN, CO 80701

WULF, MATTHEW D & TIFFINY J
17792 CO RD 15
FORT MORGAN, CO 80701

DELGADILLO, RAUL E
17696 CO RD 15
FORT MORGAN, CO 807018316

BRISTOL, JOSHUA DUANE & ASHLEY NICHOLE
17594 CO RD 15
FORT MORGAN, CO 80701

SANCTUARY OF MORGAN COUNTY
14587 HWY 34
FORT MORGAN, CO 80701

IGLESIA DE CRISTO NUEVO AMANECER
16795 HWY 144
LOG LANE VILLAGE, CO 80705

REFERRAL AGENCIES	RESPONSES RECEIVED
Century Link	
CDOT	<p><u>Email response received from Allyson at CDOT on 7/23/2024</u> Hi Cheryl,</p> <p>Can you please confirm, is the application for a new home accessing entirety off of CR 15? No new access is proposed from the highway? And no existing access from the highway to the site exists?</p> <p>Thanks, Ally -- Thank you,</p> <p>Allyson Young Region 4 Access Manager – Traffic</p> <p><u>Email response - Cheryl Brindisi to CDOT on 7/23/2024</u> The only access that they will be utilizing is off of CO RD 15 for an additional home. No access exists off of Highway 34 and none is proposed.</p> <p>Cheryl Brindisi, Planning and Zoning Administrative Assistant Morgan County Planning and Zoning</p> <p><u>Email response received from Allyson at CDOT on 7/24/2024</u> Cheryl,</p> <p>In that case, CDOT has no comment and nothing is required by CDOT at this time.</p> <p>Thank you, Ally</p>
Colorado Parks & Wildlife	
Fort Morgan Fire Department	
Morgan County Assessor	
Morgan County Communications Center	
Morgan County Emergency Mgmt.	
Morgan County Quality Water	
Morgan County Road & Bridge	
Morgan County Rural Electric Assoc.	
Morgan County Sheriff	
Morgan County Weed & Pest Advisory	
Morgan Soil Conservation District	
Northeast Colorado Health Department	



MORGAN COUNTY PLANNING AND ZONING DEPARTMENT

TO REFERRAL AGENCIES:

CDOT	Morgan County Quality Water
Century Link	Morgan County Road & Bridge
Colorado Parks and Wildlife	Morgan County Rural Electric Assoc.
Morgan County Assessor	Morgan County Sheriff
Morgan County Communications Center	Morgan County Weed & Pest Advisory
Morgan County Emergency Mgmt.	Morgan Soil Conservation District
Morgan County Fire District	Northeast Colorado Health Department

FROM: Cheryl Brindisi, Morgan County Planning & Zoning Administrative Assistant
231 Ensign St, PO Box 596, Fort Morgan, CO 80701
970-542-3526 / 970-542-3509 fax / cbrindisi@co.morgan.co.us

DATE: July 19, 2024

RE: Land Use Application–Special Use Permit

The following Special Use Permit application is submitted to you for review and comments. The application is scheduled to be heard by the Planning Commission on **Monday, August 12, 2024 at 6:00 p.m.** and the Board of County Commissioners on **Tuesday, August 13, 2024 at 9:00 A.M.** in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). **You are encouraged to provide comments to this application by August 2, 2024.** Failure to comment will be viewed as a favorable review. Please contact the Planning and Zoning Department if you would like to attend these public meetings.

Applicants and Landowners: Dwayne and Diana Malone

Legal Description: Lot 2, Walker Minor Subdivision in the W½NW¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado. Also known as 17540 County Road 15, Fort Morgan, CO 80701.

Request: Special Use Permit to construct a second single-family dwelling in a commercial zone.

Sincerely,

Cheryl Brindisi,

Morgan County Planning & Zoning Administrative Assistant

NOTIFICATION

**NOTICE OF PUBLIC HEARING
MORGAN COUNTY BOARD OF COMMISSIONERS
AUGUST 13, 2024 AT 9:00 A.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY
ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO**

Notice is hereby given that on the date and time above (or as soon as possible following the scheduled time) and at the location above, or at such time and place as this hearing may be adjourned, the Morgan County Board of Commissioners will conduct public hearings on the following proposed **Land Use Application and Amendments to the Morgan County Zoning Regulations:**

- 1.) **Applicants and Landowners:** Dwayne and Diana Malone
Legal Description: Lot 2, Walker Minor Subdivision in the W½NW¼ of Section 3, Township 3 North, Range 58 West of the 6th P.M., Morgan County, Colorado. Also known as 17540 County Road 15, Fort Morgan, CO 80701.
Request: Special Use Permit to construct a second single-family dwelling in a commercial zone.
Date of Application: June 20, 2024

- 2.) **Zoning Amendments:** Amendments relating to regulation of natural medicine facilities – including natural medicine healing centers, natural medicine cultivation facilities, natural medicine products manufacturers, natural medicine testing facilities.

THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.

To participate remotely you may connect via Zoom at:

<https://us02web.zoom.us/j/88049897458>

Or Telephone:

Dial:

+1 719 359 4580 US

Webinar ID: 880 4989 7458

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents will also be available on the Morgan County Website <https://morgancounty.colorado.gov>

At time of the meeting an opportunity will be given for presentation of evidence in support of or in opposition to the application and zoning amendments.

Nicole Hay

Nicole Hay

Morgan County Planning Administrator

Published: July 24, 2024

For special assistance for the mentioned hearing, please notify us at least 48 hours before the scheduled agenda item. Please call (970) 542-3526 to request any ADA accommodations.

NOTICE OF PUBLIC HEARING
MORGAN COUNTY BOARD OF COMMISSIONERS
AUGUST 13, 2024 AT 9:00 A.M.
VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN
COUNTY ADMINISTRATIVE BUILDING, 231 ENSIGN,
FORT MORGAN, COLORADO

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/s/Nicole Hay
Nicole Hay
Morgan County Planning Administrator

Published: July 24, 2024

For special assistance for the mentioned hearing, please notify us at least 48 hours before the scheduled agenda item. Please call (970) 542-3526 to request any ADA accommodations.

Published: Fort Morgan Times July 24, 2024-2065603

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Morgan
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:


1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Fort Morgan Times*.
2. The *Fort Morgan Times* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Morgan County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Fort Morgan Times* in Morgan County on the following date(s):

Jul 24, 2024



Signature

Subscribed and sworn to me before me this
24th day of July, 2024.



Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1052763
Ad Number: 2065603
Fee: \$56.12



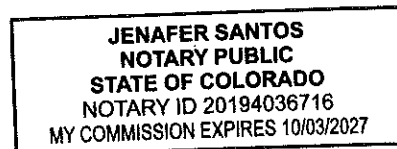
BCC sign

The above sign was posted on (date) 7/31/2024, pursuant to the
Morgan County Zoning Resolution by (name of applicant) Diana Malone.

Project name and number: SU 2024E 0005

Signature of Applicant/Representative: Diana Malone

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)



Signed before me this date: 7/31/2024

My Commission expires: 10/03/2027

NOTARIZED BY: Jenifer Santos

NATURAL MEDICINE

AMENDMENT SUMMARY



**MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
AMENDMENT SUMMARY-NATURAL MEDICINE
August 13, 2024**

**AMENDMENTS
MORGAN COUNTY ZONING REGULATIONS**

Natural Medicine Health Act of 2022 - Prop 122 was voter approved in November of 2022 which legalized the use and possession of “natural medicines”. Since this law affects the County’s zoning regulations, amendments relating to regulation of natural medicine facilities – including natural medicine healing centers, natural medicine cultivation facilities, natural medicine products manufacturers, and natural medicine testing facilities need to be considered and approved.

This law has two basic components.

First, as of December 30, 2022, personal use and possession of natural medicine (including psilocybin, a derivative of what is commonly referred to as psychedelic mushrooms) by an adult 21 years of age or older is no longer a crime in Colorado. For purposes of zoning, the County may not prohibit the growing, cultivating or processing of plants or fungi capable of producing natural medicine for personal use within the County, subject to certain exceptions. This area of law is largely preempted by State law.

Second is the creation and licensing of certain healing centers, defined as State-licensed facilities with licensed “facilitators” organized to provide natural medicine as part of administrative sessions. Retail purchase of natural medicine at health centers is not permitted. So, these healing centers are not like retail marijuana establishments. Unlike similar laws related to marijuana in the State, the County may not ban or completely prohibit the establishment or operation of natural licensed medicine businesses within its boundaries or practice by a licensed facilitator. However, the County may impose certain time, place and manner restrictions on operation of these licensed businesses. This means the County can require healing centers to be located within certain zoning areas and may require evidence of State licensure prior to the operation of a healing center.

Planning Commission held work sessions on these amendments on June 10, 2024 and July 8, 2024 and made recommendations. On August 12, 2024 the Planning Commission is holding a public hearing on the amendments.

Overview of proposed changes:

1. Definitions. Addition of definitions for natural medicine, natural medicine business, and natural medicine services.
2. Natural Medicine Business. Will be allowed in the Light Industrial (LI) zone as a Special Review use only. They will be prohibited in all other zones.
3. Additional Regulations. Included with the draft are a couple proposed submittal requirements (in addition to what would be required under the SUP) and several additional regulations. These regulations are typically of the regulation of marijuana related businesses and they have been included for your consideration.

Nicole Hay
Morgan County Planning Director

PROPOSED ZONING REGULATION AMENDMENTS

ZONING REGULATIONS – NATURAL MEDICINE

LIGHT INDUSTRIAL ZONE (LI)

3-345 Light Industrial Zone Special Review Uses *New Section (S)*

- (S) Natural Medicine Business

NATURAL MEDICINE

4-755 Definitions

- (A) Natural medicine means the following substances: (1) psilocybin; or (2) psilocin. Natural medicine does not mean a synthetic or synthetic analog of these substances including a derivative of a naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.
- (B) Natural medicine business means any of the following entities licensed pursuant to the Colorado Natural Medicine Code and as defined under state law: a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility.
- (C) Natural medicine services mean a preparation session, administration session, and integration session provided pursuant to Title 12, Article 170, C.R.S.
- (D) Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a facilitator, as provided by the Colorado Natural Medicine Code.

4-757 Natural Medicine Regulations

- A. Natural medicine businesses may be located only in the LI zone; they are prohibited in all other zones.
- B. In addition to the submittal requirements in Section 2-440, the following items shall be submitted with the application for a special use permit for a natural medicine business:
 - 1. The applicant is, or will be, entitled to possession of the premises for which application is made under a lease, rental agreement, or other arrangement for possession of the premises or by virtue of ownership of the premises.
 - 2. A site map that shows the location of any existing child care center; preschool; elementary, middle, junior, or high school; or a residential child care facility within one thousand five hundred (1,500) feet of the building proposed to be the licensed premises for the natural medicine services.
 - 3. Plans to comply with the requirements in subsections C through I below.
- B. Restrictions on new permits

ZONING REGULATIONS – NATURAL MEDICINE

1. No natural medicine business that provides natural medicine services shall operate out of a building that is within one thousand (1,000) feet of a child care center; preschool; elementary, middle, junior, or high school; or a residential child care facility. The provisions of this section only apply to application for a new special use permit. These distance restrictions do not apply to licensed premises located or to be located on land owned by a municipality or apply to a license in effect and actively doing business before the school or facility was constructed.

2. The distances established in this subsection must be computed by direct measurement from the nearest property line of the land used for a school or facility to the nearest portion of the building in which natural medicine services are provided, using a route of direct pedestrian access.

C. Hours of operation – natural medicine services.

Natural medicine healing centers and natural medicine businesses that provide natural medicine services shall only operate between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

D. Public view of natural medicine businesses.

All doorways, windows and other openings of natural medicine business buildings shall be located, covered, or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. All activities of natural medicine businesses shall occur indoors.

E. Lighting of natural medicine businesses.

Primary entrances, parking lots and exterior walkways must be clearly illuminated with downward facing security lights to provide after-dark visibility for facilitators, participants, and employees.

F. Storage of natural medicine businesses.

All storage for natural medicine businesses shall be located within a permanent building and may not be located within a trailer, tent, or motor vehicle.

G. Odor from natural medicine businesses.

Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.

H. Natural medicine businesses secure disposal.

Natural medicine businesses shall provide secure disposal of natural medicine and natural medicine product remnants or by-products. Natural medicine and natural medicine product remnants or by-products shall not be placed within the facilities' exterior refuse container.

I. Processing of natural medicine.

ZONING REGULATIONS – NATURAL MEDICINE

1. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
2. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located or the exterior walls of the processing facility associated with the processing of natural medicine.
3. The processing of natural medicine shall meet all of the requirements of all adopted water and sewer regulations promulgated by the applicable water and sewer provider.

J. Nuisance

It is unlawful to dispose of, discharge out of or from, or permit to flow from any facility associated with natural medicine, any foul or noxious liquid or substance of any kind whatsoever, including, without limitation, by-products of the natural medicine process, into or upon any adjacent ground or lot, into any road, street, alley or public place.

ADDITIONAL INFORMATION

SUMMARY OF SB23-290
DEPARTMENT OF REVENUE



SB23-290 Natural Medicine Regulation & Legalization

***NOTICE:** This document reflects a summary and outline of SB23-290 prepared by the Department of Revenue and is for informational purposes only. The content herein should not be relied upon or construed as legal advice and does not represent the interpretation of any other agency.*

I. BACKGROUND - PROPOSITION 122

- A. In November 2022 Colorado voted to pass [Proposition 122](#), the Natural Medicine Health Act, which (a) directed the establishment of a regulatory program for access to natural medicine; and (b) decriminalized personal use for adults
- B. Assigned the Department of Regulatory Agencies (DORA) with all regulatory responsibilities, including establishment of the [Natural Medicine Advisory Board](#)

II. SB23-290 REGULATORY PROGRAM

- A. **DORA** maintains the role of licensing and regulating Facilitators (persons licensed to provide natural medicine and related services). SB290 also maintained and added the following duties for DORA:
 - 1. Natural Medicine Advisory Board
 - 2. Federally Recognized Tribes & Indigenous Community Work Group
 - 3. Annual Reporting (in coordination with DOR)
- B. **The Department of Revenue (DOR)** is responsible for licensing and regulating healing centers, cultivations, manufacturers, and testing facilities under a new [Natural Medicine Division](#) and assigned the following duties to DOR:
 - 1. Testing and certification program (in coordination with CDPHE)
 - 2. Data collection (**LE incidents, adverse health events, healthcare system impacts, consumer protection claims, behavioral health impacts**)
 - 3. Public education campaigns
 - 4. Training materials for first and multi-responders
 - 5. Annual Reporting (in coordination with DORA)
- C. **Natural Medicine** defined to include only Psilocybin & Psilocyn initially

III. SB23-290 PERSONAL USE PROVISIONS

- A. **Natural Medicine** defined to include Psilocybin, Psilocyn, Ibogaine, Mescaline, and Dimethyltryptamine (DMT)
- B. **Personal Cultivation:** Not more than 12x12 feet (can be non-contiguous) on Private Property (defined) in enclosed & locked space
 - 1. Local authority to exceed the space limit
- C. **Personal Possession & Use:** No personal possession limit
 - 1. May share with an adult (21+) in context of counseling, spiritual guidance, community-based use, supported use, or related services
 - 2. No Remuneration (except allowed for bona fide harm reduction or support services used concurrently with sharing, subject to the following:
 - a) No advertisement related to sharing or services
 - b) Person sharing must inform if not a licensed Facilitator
 - 3. No manufacturing with Inherently Dangerous Substances (defined)
 - 4. No open and public display or consumption
 - 5. Personal testing by unlicensed labs allowed, subject to requirements
 - 6. Establishes [offenses](#) for violations

SB23-290 NATURAL MEDICINE REGULATION & LEGALIZATION

Detailed Bill Outline

- IV. **Department of Regulatory Agencies (DORA) - Title 12**
 - A. [Definitions](#)
 - B. [Powers & Duties - Rulemaking Authority](#)
 - C. [Natural Medicine Board - Members & Duties](#)
 - D. [American Tribes & Indigenous Community Working Group](#)
 - E. [Facilitator Licensing - Requirements & Restrictions](#)
 - F. [Grounds for Discipline & Proceedings](#)
 - G. [Local Jurisdiction / Preemption](#)
 - H. [Protections](#)
- V. **Department of Public Health & Environment (CDPHE) - Title 25**
 - A. [Rulemaking - Testing & Certification](#)
- VI. **Department of Revenue (DOR) - Title 44**
 - A. [Definitions](#)
 - B. [Application Procedures](#)
 - C. [Protections - Employer, Schools, Hospitals, Detention Facilities](#)
 - D. [Local Jurisdiction Authority & Limitations](#)
 - E. [State Licensing Authority - Powers & Duties](#)
 - 1. [Licensing & Enforcement](#)
 - 2. [Reporting, Data Collection, Public Education, Training](#)
 - F. [Rulemaking - Mandatory & Permissive](#)
 - G. [Confidentiality](#)
 - H. [Application & Distance Restrictions](#)
 - I. [Classes of Licenses](#) (Additional Rulemaking)
 - J. [Protections](#)
- VII. **Code of Criminal Procedure - Title 16 / Criminal Code - Title 18**
 - A. [Class 1 & Class 2 Public Nuisance](#)
 - B. [Offenses](#)
 - C. [New Personal Use Provisions](#)
- VIII. **Other - Additional Provisions**
 - A. [Prohibiting Discrimination for Health Benefit Plan Coverage](#)
 - B. [Division of Adult Parole, State Board Parole, Conditions of Probation](#)
 - C. [Juvenile Court Jurisdiction](#)
 - D. [Child Neglect](#)
 - E. [Sealing of Criminal Conviction Records](#)
 - F. [Public Assistance Considerations](#)
 - G. [Organ Transplants](#)
 - H. [Farm Products - Defined \(exclusion\)](#)
 - I. [Income Tax & Net Income of Corporation](#)

Natural Medicine Regulation & Legalization

SB23-290

Summary Based on - 4.24.23 [Version of Bill](#)

Department of Regulatory Agencies (DORA)

[DORA Natural Medicine Health Act Homepage](#)

SECTION 1

12-170-102. Legislative Declaration.

Declares intent and directs state agencies to honor and respect federally recognized tribes and indigenous people in order to prevent natural medicine being overly commodified / commercialized / misappropriated / exploited. Directs agencies to consider potential for direct and indirect harm.

SECTION 2

12-170-103. Applicability of Common Provisions.

Applies Title 12, Art. 1 (General Provisions) & Art. 20 (Div. of Professions & Occupations) to Article 170.

SECTION 3

12-170-104. Definitions. (P. 3-6)

Defines: Administration Session; Board; Director; Division; Facilitation; Facilitator; Federally Recognized American Tribe; Healing Center; Health-Care Facility; Integration Session; Local Jurisdiction; Natural Medicine; Natural Medicine Product; Natural Medicine Services; Participant; Preparation Session; Regulated Natural Medicine; Regulated Natural Medicine Product; Remuneration; State Licensing Authority.

Summary Definition - Natural Medicine:

(12)(a) (I) **Psilocybin**; or (II) **Psilocyn**

(12)(b)(II) **Ibogaine** (if recommended by the Board & agency approved);

(12)(b) **ON OR AFTER JUNE 2026** (if recommended by the Board & agency approved):

(I) **Dimethyltryptamine** (DMT)

(III) **Mescaline** [does NOT include Peyote, meaning all parts of the plant classified botanically as *Lophophora Williamsii* Lemaire, whether growing or not; its seed; any extract from any part of plant, and every compound, salt, derivative, mixture, or preparation of the plant, or its seed or extracts]

(12)(c): Natural Medicine **DOES NOT MEAN** a synthetic or synthetic analog of the substances, including a derivative of a naturally occurring compound of natural medicine that is produced using chemical synthetic, chemical modification, or chemical conversion.

SECTION 4

12-170-105. DORA - Director Powers & Duties - Rules (P. 6-10)

(1)(a)(I) Rules for safe provision of regulated natural medicine and services, including:

(A) Parameters for a preparation, administration, and integration session;

(B) Health and safety warnings required before each session;

(C) Educational materials that must be provided before each session;

(D) A form a participant, facilitator, and authorized representative of the Healing Center must sign (establishes minimum requirements regarding health information, drug contraindications, participant expectations, parameters for physical contact, and risks of participation);

(E) Proper supervision during the administration session and requirements for a discharge plan or safe transportation;

- (F) Provisions for group administration sessions;
- (G) Provisions to refuse services based on health and safety risks;
- (H) Dosage limits for administration sessions.

(1)(a)(II) Requirements for Facilitator licensing, practice and professional conduct, including:

- (A) Form and procedures for license applications;
- (B) Educational and experiential requirements and qualifications (including education and training on participant safety, drug interactions, contraindications, mental health and state, physical health and state, social and cultural considerations, preparation, administration, integration, and ethics). Must not require a separate professional license or degree (unless multiple tiers)
- (C) Oversight/supervision requirements, including continuing education
- (D) Professional standards of conduct
- (E) Parameters for physical contact, including informed consent for physical contact
- (F) Permitting remuneration for provision of natural medicine services
- (G) Group administration sessions and participant limits
- (H) Record-keeping, privacy, confidentiality (and exemptions)
- (I) Parameters for permissible and prohibited financial interests in a license
 - Financial Interest Restriction:** A **Facilitator** cannot have a financial interest in more than five (5) NM business licenses.
- (J) Parameters for other authorized locations, including a health-care facility or private residence.
- (K) Standards for advertising and marketing, including to avoid misappropriation and exploitation of tribes and indigenous people, avoiding excessive commercialization, and targeting underage.

(1)(a)(III)-(V) Other Rules:

- (III) Rules necessary to differentiate between types of regulated natural medicine provided during an administration session based on qualities, traditional uses, and safety profile
- (IV)-(V) Other matters determined necessary to implement/administer

SECTION 4 (Continued)

12-170-105. DORA - Director Powers & Duties (P. 10-12)

(1)(b)-(k) DORA Duties Include:

- (1)(b) December 31, 2024 - DORA begins accepting applications/granting licenses
 - Prioritization of Applications:** Shall prioritize review of applications from CO residents
- (c) Establish licenses, registrations, etc.
- (d) Establish, when financially feasible, procedures, policies, and programs to ensure rules are equitable and inclusive (for which the Director may consult the Board)
- (e) Conduct investigations and hearings, gather evidence, and pursue disciplinary actions
- (f) Take disciplinary action or limit scope of practice upon proof of violation
- (g) Cease-and-desist orders pursuant to Section 405
- (h) Petition a district court for an investigative subpoena or injunction under certain circumstances
- (i) Maintain an **ONLINE PUBLIC LIST** of licensees, registrants, etc, including whether the person had its credentials limited, suspended, or revoked
- (j) Publish an **ANNUAL REPORT** on the implementation/administration (in coordination with DOR)
- (k) Perform other functions and duties necessary to administer

Other Requirements & Limitations:

- (2) Director shall consult the Board when considering/promulgating rules
- (3) Authority to collect available and relevant data
- (4) Regulators prohibited from pecuniary gain from licensees for 6 months after employment

SECTION 5	12-170-106. DORA - Natural Medicine Advisory Board
<p><u>Creates Natural Medicine Advisory Board (2 and 4 year terms), Pg. 13</u> At expiration of term, the Governor shall appoint members, without consent of the Senate (4 year term). May serve up to 2 consecutive terms. Can be removed for misconduct, incompetence, neglect of duty, unprofessional conduct.</p> <p><u>Board Recommendation Subjects, Pg. 14-15:</u></p> <ul style="list-style-type: none"> ➤ Accurate public health approaches regarding use, benefits, harms, and risk reduction ➤ Content and scope of educational campaigns ➤ Research related to the efficacy and regulation, including product safety, harm reduction, and cultural responsibility ➤ Facilitator Requirements - Proper content of training programs, educational and experiential requirements, and qualifications. When making recommendations, the Board may consider: (I) Tiered facilitator licensing; (II) Limited waivers of education and training requirements based on experience, training, skills; (III) Removal of unreasonable or logistical barriers ➤ Affordable, equitable, ethical, and culturally responsible access to NM (may consider recommendations on ways to reduce costs of licensure, incentives for reduced costs for services, and incentives for services in geographic and culturally diverse regions) ➤ Regulatory considerations for each type of NM and each type of session ➤ Addition of other types of NM, based on medical, psychological, and scientific studies, research, and other information related to safety and efficacy - Shall prioritize consideration of Ibogaine ➤ All rules to be promulgated by DORA & DOR ➤ Requirements for accurate and complete data collection, reporting, and publication <p><u>Other Board Duties, Pg. 15:</u></p> <ul style="list-style-type: none"> ➤ Shall, on an ongoing basis: <ul style="list-style-type: none"> ○ Review and evaluate existing and current research, studies, and real-world data related to NM and make recommendations to the GA and agencies regarding coverage under health first Colorado or other insurance programs for various mental health conditions ○ Review and evaluate sustainability issues and impacts on tribal and indigenous cultures and documenting existing reciprocity efforts and continuing support measures needed ➤ Board shall publish an ANNUAL REPORT describing activities 	
SECTION 6	12-170-107. American Tribes & Indigenous Working Group (P. 16)
<p><u>Federally Recognized American Tribes & Indigenous Community Working Group</u></p> <ul style="list-style-type: none"> ➤ To avoid misappropriation, exploitation, excessive commercialization, conservation issues (including potential for further depletion of peyote due to it being a source of mescaline), best practices, and open communication to avoid unnecessary burdens. ➤ Shall advise the Board and DORA on findings and recommendations ➤ Encourages DORA To engage with those who have significant experience with traditional use 	
SECTION 7	12-170-108. License - Unauthorized Practice - Disclosures (P. 17)
<p><u>Facilitator License Requirements & Restrictions</u></p> <ul style="list-style-type: none"> ➤ Shall not engage in Facilitation or represent self as a Facilitator without a license ➤ Shall conspicuously display license in Healing Center, including info on how to file a complaint ➤ Shall provide specific information in writing prior to each session (P. 18) <ul style="list-style-type: none"> ○ Name, address, and phone # of the licensee; ○ Explanation of regulations applicable to the licensee; ○ Listing of training, educational and experiential requirements and qualifications satisfied 	

<ul style="list-style-type: none"> to obtain a license <ul style="list-style-type: none"> ○ Statement indicating the participant is entitled to receive information about services, may terminate services and may terminate informed consent for physical contact at any time ➤ Nothing prohibits a person from performing a bona fide religious, culturally traditional, or spiritual ceremony, but must inform that they are not a licensed facilitator and so long as the ceremony is not associated with commercial, business, or for-profit activity 	
SECTION 8	12-170-109. Grounds for Discipline (P. 19)
<p><u>DORA Permissive Authority to Take Disciplinary or Other Action Upon Proof of Following:</u></p> <ul style="list-style-type: none"> ➤ Violation of this Article 170 or rules, Article 20, or any valid order of DORA ➤ Convicted of or entered plea of nolo contendere to a felony ➤ Misstatement of an application or fraud, deception, or misrepresentation ➤ Act or omission necessary to meet generally accepted professional standards of conduct ➤ Excessive or habitual use or abuse of alcohol or controlled substances ➤ Guilty of unprofessional or dishonest conduct ➤ Advertising by means of false or deceptive statement ➤ Failure to display license as required ➤ Guilty of willful misrepresentation ➤ Failure to disclose within 45 days a conviction for a felony or any crime related to practice ➤ Aids/abets unlicensed practice of facilitation ➤ Fails to timely respond to a complaint end by the Director (DORA) pursuant to 12-170-110 	
SECTION 9	12-170-110. Disciplinary Proceedings (P. 20)
Establishes bases and process for disciplinary proceedings, including hearings and judicial review	
SECTION 10	12-170-111. Fees - Cash Fund (P. 21)
Establishes a cash fund. Shall set and adjust fees so revenue approximates the direct and indirect costs of the program. Fees shall not exceed the amount necessary to administer the Article.	
SECTIONS 11 & 14	12-170-112 & 115. Local Jurisdiction (P.21) / Preemption (P.23)
Consistent with Prop 122, local governments cannot prohibit Facilitation of NM Services and can not adopt ordinances/regulations that are unreasonable or in conflict with Article 170.	
SECTION 12	12-170-113. Protections (P. 22)
<p><u>Protections Include:</u></p> <p>(1)(a) Licensed activity and allowing use of property for licensed activity are not an offense under state or local law; are not subject to civil fine or sanction; are not a basis for detention, search, or arrest; and are not a basis to deny any right or seize or forfeit assets.</p> <p>(b) Contracts enforceable (federal prohibition does not render a contract unenforceable)</p> <p>(c) Mental health care, substance use services, or behavioral health services covered under the CO Medical Assistance Act, Title 25.5, Articles 4-6, cannot be denied on the basis of federal prohibition of NM. However, Insurance providers are not required to cover the cost of NM.</p> <p>(d) Nothing prevents the Director from enforcing rules or limits state or local LE to investigate unlawful activity in relation to a licensee.</p> <p>(2) Professional or occupational license not subject to professional discipline on the basis of federal prohibition, but this does not authorize conduct that violates standards of care or scope of practice.</p>	

SECTIONS 13-16	12-170-114 - 12-170-117. Construction & Repeal (P. 23)
<ul style="list-style-type: none"> ➤ Section 13. 12-170-114. Liberal Construction - Article 170 must be liberally construed ➤ Section 15. 12-170-116. Self-Executing, Severability, Conflicting Provisions - Provisions are self-executing except as specified and supersede conflicting state and local provisions ➤ Section 16. 12-170-117. Repeal & Review - Article 170 subject to review prior to repeal 9/1/2032 	
SECTION 17	12-20-407. Unauthorized Practice
Class 2 Misdemeanor if a person practices or offers or attempts to practice/engage in Facilitation	
Department of Revenue (DOR) - DOR Website & Department of Public Health & Environment (CDPHE) - CDPHE Website	
SECTION 18	24-1-117. Department of Revenue - New Division (P. 24)
Creates the DOR Natural Medicine Division, a type 2 entity (as defined in 24-1-105)	
SECTION 19	24-34-104. Review for Repeal or Continuation (P. 25)
September 1, 2032 - Scheduled repeal of Article 170 of Title 12 and Article 50 of Title 44	
SECTION 20	25-1.5-120. CDPHE - Testing and Standards - Rules (P. 25)
<p>CDPHE authority to establish (in coordination with DOR) rules for testing and certification. 44-50-203 also gives permissive authority for DOR to allow for personal use testing.</p> <p><u>Minimum testing rules must include:</u></p> <ul style="list-style-type: none"> ➤ Testing standards and certification requirements ➤ Independent testing and certification program within a timeline established by the DOR, to ensure products do not contain contaminants injurious to health and ensure correct labeling ➤ Quarantine and notification procedures if results indicate substances deemed injurious; ➤ Ensure testing verifies concentration representations and homogeneity for labeling; ➤ Acceptable variance for concentration and procedures to address misrepresentations; and ➤ Protocols and frequency of testing. 	
SECTION 21	PART 1: NEW ARTICLE 50 - CO Natural Medicine Code (P. 26)
Establishes Article 50 in Title 44 - The Colorado Natural Medicine Code, 44-50-101 - 102	
SECTION 21	PART 1: 44-50-103. Definitions (P. 27)
<p>44-50-103. Definitions: Consistent with Title 12 (underlined terms are new)</p> <p>Administration Session; Board; Director; Division; Facilitator; Healing Center; Health-Care Facility; Integration Session; <u>License</u>; <u>Licensed Premises</u>; <u>Licensee</u>; Local Jurisdiction; Natural Medicine; <u>Natural Medicine Business</u>; Natural Medicine Product; Natural Medicine Services; Participant; <u>Person</u>; Preparation Session; <u>Principle File</u>, Regulated Natural Medicine; Regulated Natural Medicine Product; Remuneration; State Licensing Authority; <u>Transfer</u></p>	

SECTION 21	PART 1: 44-50-104. Applicability (P. 32)
<p><u>Application Procedures</u></p> <ul style="list-style-type: none"> ➤ Requires SLA to <u>prioritize review</u> of applications from Colorado residents ➤ Application & License fees are credited to the Regulated Natural Medicine Cash Fund <p><u>Employer, School, Hospital, Detention Facility, Related Protections</u></p> <ul style="list-style-type: none"> ➤ Employers are not required to permit or accommodate NM use, consumption, possession, etc., or impairment in the workplace ➤ Employers may have policies restricting use or impairment in the workplace ➤ An employer, school, hospital, detention facility, corporation, or other entity that occupies, owns, or controls property can prohibit/regulate NM activities on such property <p><u>Local Jurisdiction Authority & Limitations</u></p> <ul style="list-style-type: none"> ➤ May enact ordinances/regulations governing time, place, manner of operation of licenses ➤ May NOT prohibit: <ul style="list-style-type: none"> ○ Establishment or operation of licenses ○ Transportation of NM on public roads by licensed persons ➤ May NOT adopt ordinances/regulations that are unreasonable or in conflict 	
SECTION 21	PART 2: 44-50-201. State Licensing Authority (P. 33)
<p>Establishes the DOR Executive Director as the State Licensing Authority (can delegate to NM Division Director), who may employ Department officers and employees as necessary.</p>	
SECTION 21	PART 2: 44-50-202. Powers & Duties of SLA (P. 33)
<p><u>Licensing & Enforcement: PP. 33-34</u></p> <ul style="list-style-type: none"> ➤ December 31, 2024 - DOR begins accepting applications/granting licenses ➤ Authority to suspend, fine, restrict, revoke licenses (active, expired, or surrendered) ➤ Conduct investigations and hearings, gather evidence, and pursue disciplinary actions ➤ Petition a district court for an investigative subpoena to unlicensed persons after reasonable efforts to obtain requested documents/information ➤ Petition a court to temporarily restrain or enjoin action of an unlicensed person when the NM Division director finds sufficient evidence that the person has or is committing a prohibited act and such act (A) threatens public health or safety; or (B) constitutes an unlawful act ➤ Hearing procedures and authority ➤ Develop forms, licenses, ID cards, and applications <p><u>Reporting, Public Education & Training: PP. 34-36</u></p> <ul style="list-style-type: none"> ➤ In coordination with DORA, publish an ANNUAL REPORT on the implementation/administration (must not include information that could disclose the identity of a participant) <ul style="list-style-type: none"> ○ DATA COLLECTION REQUIREMENT (to include in annual report): In coordination with other agencies, the SLA shall request data concerning LE incidences / adverse health events / impacts to health care systems / consumer protection claims / and behavioral health impacts ➤ Develop and promote PUBLIC EDUCATION CAMPAIGNS (including public service announcements, educational materials, and crisis response materials) ➤ Develop and promote TRAINING MATERIALS for first responders and multi-responders (LE, emergency medical providers, social service providers, fire fighters) <p><u>Other Duties & Limitations: PP. 35-36</u></p> <ul style="list-style-type: none"> ➤ SLA cannot fix prices for regulated NM ➤ Nothing requires LE ability to investigate unlawful activity related to a licensee ➤ LE has authority to run a criminal history record check during an investigation of unlawful activity 	

- Establish, when financially feasible, procedures, policies, and programs to ensure rules are equitable and inclusive (for which the SLA may consult the Board)

SECTION 21

PART 2: 44-50-203. Rulemaking Authority (P. 37)

DOR MANDATORY RULEMAKING

General Licensing:

- Licensing procedures & requirements (for issuance, denial, renewal, reinstatement, modification, suspension, and revocation)
- Oversight requirements for licensees
- A schedule of application, licensing, and renewal fees

Qualifications and eligibility requirements for licensure

- Tax Compliance: Eligibility includes requirements for timely payment of state taxes, timely filing of returns, and timely curing of tax deficiencies. Authorizes the DOR to have access to licensing information to ensure compliance.

Permitted and prohibited financial interests:

- A Person cannot have a financial interest in more than five (5) NM business licenses

Testing Program: DOR rules in coordination with CDPHE

- Establishment of a natural medicine independent testing and certification program.
- At a minimum, to ensure product does not contain contaminants injurious to health and to ensure correct labeling
- Certification requirements and requirements that results cannot be used unless the lab is certified
- Testing procedures and frequency
- Whether to allow unlicensed persons to request/utilize testing services of regulated labs
- Definitions, permissions, and prohibitions concerning conflicts of interest
- Procedures and requirements necessary for coordination with CDPHE duties

Regulation of Licensed Premises:

- Co-location of a Healing Center with another Healing Center or Health-Care Facility

Transportation Requirements:

- Security requirements
- Vehicle requirements, including surveillance
- Limits on amounts that may be carried in a vehicle
- Record keeping
- Transport manifest

Production Management

- Limits on the amount of NM allowed for production by licensees based on metrics
- Shall consider total current and anticipated demand

Record Keeping

- Records licensees are required to maintain and make available for inspection by the SLA

Other

- Requirements to prevent diversion
- Requirements to prevent underage access
- Permitted and prohibited transfers of NM between licensees
- Standards for advertising/marketing (including avoiding misappropriation and exploitation of tribes and indigenous people / avoiding excessive commercialization)

DOR PERMISSIVE RULEMAKING (P. 40)

- Establishment of licenses
- Principle file process
- Product requirements and restrictions
- Packaging and labeling requirements, including warning labels, serving and per-package serving amounts; and concentration of product
- Security and surveillance, among other minimum procedures for internal control
- Reporting requirements for changes
- Health and safety standards and sanitary requirements
- Waste handling/disposal
- Storage and transportation
- Inventory tracking/management
- Procedures for disciplinary actions
- Penalties schedule
- Specifications of duties of officers/employees of SLA
- Guidance for law enforcement
- Inspections and investigations (including searches, seizures, forfeitures, embargo, quarantine, recalls, and such additional activities as may become necessary)
- Prohibition on misrepresentation and unfair practices
- Other matters as necessary

Other Requirements & Limitations (P. 43)

- Shall consult the advisory board when considering and promulgating rules
- May establish procedures for conditional issuance of an employee license and ID at time of application (remains subject to denial pending results of criminal history check)
- Fingerprint requirements - by local LE agency or third party approved by CBI (requirement for SLA to send fingerprints to CBI for processing)

SECTION 21

PART 2: 44-50-204. Confidentiality (P. 43)

Gives similar protections and exemptions as in the Marijuana Code. Certain licensee information must be maintained as confidential (e.g. financial records, security plans) with limited exceptions

SECTION 21

PART 3: 44-50-301. Classes of Licenses (P. 44)

- Creates licenses issued by DOR: Healing Center, Cultivation, Manufacturer, Testing Facility, Occupational license (with authority to establish other licenses as necessary for implementation)
- Authorizes a state chartered bank or credit union to loan money to licensees
- Prohibits operation of a license at the same location as a license or permit issued under Articles 3, 4, 5, or 10 of Art. 44 (alcohol, fermented malt beverages, special event liquor permits; marijuana)

SECTION 21

PART 3: 44-50-302. Application & Distance Restrictions (P. 45)

- Distance restrictions, including within 1,000 feet of a child care center, preschool, elementary, middle, junior, or high school, or residential child care facility or if not permitted by local zoning.
- Local jurisdictions may vary the distance restrictions or may eliminate facilities from restrictions.
- Application approval requires the applicant to demonstrate it is or will be entitled to possession of premises via lease, rental agreement, ownership, or other arrangement.

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SECTION 21	PART 4: 44-50-401. Healing Center (P. 47)
<p><u>General Requirements & Restrictions</u></p> <ul style="list-style-type: none"> ➤ License may be issued only to a person that employs or contracts with a Facilitator ➤ May transfer regulated NM to another HC ➤ Prior to initiating NM Services, a Facilitator shall verify the Participant is 21+ ➤ Shall comply with all provisions of Article 34, Title 24, as related to persons with disabilities <p><u>Additional Rulemaking Authority</u></p> <ul style="list-style-type: none"> ➤ Shall not transfer more than amount permitted by rule in a single Administration Session ➤ SLA may establish exemptions to the above administration limitations and may establish record-keeping requirements for HCs pursuant to any such exemption 	
SECTION 21	PART 4: 44-50-402. Cultivation Facility (P. 48)
<p><u>Transfer Allowances/Restrictions</u></p> <ul style="list-style-type: none"> ➤ License may be issued only to a person who cultivates regulated NM for transfer and distribution to NM healing centers, manufacturers, or other cultivations <p><u>Activities Restricted on Premises</u></p> <ul style="list-style-type: none"> ➤ NM cannot be consumed on the premises unless co-located with HC premises 	
SECTION 21	PART 4: 44-50-403. Product Manufacturer (P. 48)
<p><u>General Requirements & Restrictions</u></p> <ul style="list-style-type: none"> ➤ License may be issued only to a person who manufactures regulated NM products ➤ Licensee shall NOT: <ul style="list-style-type: none"> ○ Add regulated NM to a food product that holds a trademark, unless it's used only as a component or as part of the recipe and only if the licensee does not state or advertise to the consumer that the final product contains a trademarked product ○ Intentionally or knowingly label or package in a manner that would cause reasonable confusion as to whether the product was trademarked ○ Label or package in a manner that violates federal trademark law/regs <p><u>Activities Restricted on Premises</u></p> <ul style="list-style-type: none"> ➤ NM cannot be consumed on premises unless co-located with HC premises 	
SECTION 21	PART 4: 44-50-404. Testing Facility (P. 49)
<p><u>General Requirements & Restrictions</u></p> <ul style="list-style-type: none"> ➤ License may be issued only to a person who performs testing and research on NM ➤ Testing is a matter of statewide concern ➤ A testing licensee cannot have an interest in another NM business license <p><u>Additional Rulemaking Authority</u></p> <ul style="list-style-type: none"> ➤ Acceptable testing and research practices, including but not limited to: <ul style="list-style-type: none"> ○ Standards ○ Quality control analysis ○ Equipment certification and calibration ○ Identification of chemicals and other substances used in bona fide research methods ○ Whether to allow persons 21+ to request and use testing services for personal use 	

SECTION 21	PART 5: 44-50-501. Unlawful Acts (P. 50)
<ul style="list-style-type: none"> ➤ Knowingly transfer to person under 21 ➤ Knowingly adulterate or alter test samples (or attempt to do so) 	
SECTION 21	PART 6: 44-50-601 - 602. Fees (P. 50)
<p><u>Establishes the Regulated Natural Medicine Division Cash Fund</u></p> <ul style="list-style-type: none"> ➤ Fees must cover direct and indirect costs of agency operations to implement and administer ➤ May charge for the cost of each fingerprint analysis and background investigation to qualify new officers, directors, managers, or employees ➤ Shall annually review and, if necessary, adjust fees to reflect direct and indirect costs ➤ Fees must not exceed the amount necessary to administer ➤ Shall also establish a subpoena fee (not applicable to government agencies) 	
SECTION 21	PARTS 7 - 8: 44-50-701 - 801. Disciplinary Actions (P. 52)
Establishes process for disciplinary actions with notice, hearing, and judicial review.	
SECTION 21	PART 9: 44-50-901. Protections, Construction, Preemption, Severability (P. 53)
<p><u>44-50-901. Protections (PP. 53-54)</u></p> <ul style="list-style-type: none"> ➤ Licensed activity and allowing use of property for licensed activity are not an offense under state or local law; are not subject to civil fine or sanction; are not a basis for detention, search, or arrest; and are not a basis to deny any right or seize or forfeit assets. ➤ Contracts enforceable (federal prohibition does not render a contract unenforceable) ➤ Licenses under this Article are not subject to professional discipline for providing advice or services related to NM on the basis of federal prohibition, but does not authorize malpractice. ➤ Mental health care, substance use services, or behavioral health services covered under the CO Medical Assistance Act, Title 25.5, Articles 4-6, cannot be denied on the basis of federal prohibition of NM. However, Insurance providers are not required to cover the cost of NM. ➤ Nothing prevents the Director from enforcing rules or limits state or local LE to investigate unlawful activity in relation to a licensee. <p><u>44-50-902 - 904. Construction, Preemption, Severability (P. 55)</u></p> <p>Article 50 must be liberally construed to effectuate its purpose; local jurisdictions cannot adopt any ordinance, rule, or resolution in conflict with this Article; If any provision of this Article is found to be unconstitutional, the remaining provisions are valid.</p>	
SECTION 21	PART 10: 44-50-1001. Sunset Review & Repeal (P. 55)
Effective September 1, 2032 ; Scheduled for Sunset Review under 24-32-104(5)	
TITLE 16 CODE OF CRIMINAL PROCEDURE	
SECTIONS 22 -23	PART 10: 16-13-303 - 304. Class 1 & 2 Public Nuisance (P. 55)
Not a Class 1 or 2 public nuisance if in compliance with 18-18-434, Title 12, or Title 44	

**TITLE 18
CRIMINAL CODE**

SECTIONS 24 - 26

**18-18-403.5. Unlawful Possession of Controlled Substance
18-18-404. Unlawful Use of Controlled Substance
18-18-405. Unlawful Distro, Manufacturing, Dispense, Sale**

Exemptions if in compliance with Title 12, Title 27, Title 18, and Title 44

SECTION 27

18-18-410. Declaration of Class 1 Public Nuisance (P. 57)

Exemptions regarding use of places for storage, manufacture, sale, or distribution

SECTION 28

18-18-411. Property & Controlled Substances (P. 57)

Exemptions for persons (keeping, controlling, renting, making property available for distribution or manufacture) if in compliance with 18-18-434, Article 170 of Title 12, or Article 50 of Title 44

SECTION 29

18-18-412.7. Sale or Distribution of Materials to Manufacture CS

Exemptions if in compliance with 18-18-434, Title 12, and Title 44

SECTION 30

18-18-430.5. Drug Paraphernalia - Exemption (P. 58)

Exemptions from 18-18-425 - 18-18-430 if using equipment, products, or materials in compliance

SECTION 31

NEW 18-18-434. Offenses Relating to Natural Medicine (P. 58)

NEW PERSONAL USE PROVISIONS FOR NATURAL MEDICINE

OFFENSES P. 58

(1) Persons under 21 Years of Age - Knowingly Possess or Consume P. 58

**Aligns with 18-13-122 for MJ*

- **Drug petty offense** - subject to:
 - Fine of not more than \$100; OR
 - Not more than four (4) hours of substance use education or counseling
- **Second or subsequent conviction:**
 - Fine of not more than \$100
 - Not more than four (4) hours of substance use education or counseling; AND
 - Not more than twenty-four (24) hours of useful public service

(2) Open and Public Display or Consumption: P. 58

**Aligns with 18-18-406(5)(b) for MJ*

- **Drug petty offense** - subject to:
 - Fine of not more than \$1,000; AND
 - Not more than twenty-four (24) hours of useful public service.

(3)(a) Knowing Cultivation (or allowance) - Private Property Exceeding 12x12 (non-contiguous) P. 59

**Aligns with lowest level penalty in 18-18-406(3) for MJ*

- **Drug petty offense** - subject to: Fine of not more than \$1,000

(3)(b) Knowing Cultivation (or allowance) - Private Property Enclosed & Locked Space P. 59

**Aligns with lowest level penalty in 18-18-406(3) for MJ*

- **Drug petty offense** - subject to: Fine of not more than \$1,000

(4) Knowing Manufacture w/Inherently Hazardous Substances P. 60

**Aligns with 18-18-406.6 for MJ*

- **Level 2 Drug Felony** - Unlawful to knowingly manufacture or allow manufacture of NM Product using an **Inherently Hazardous Substance**
- **Defined:** Any liquid, chemical, compressed gas, or commercial product that has a flash point at or lower than 38 degrees celsius or 100 degrees fahrenheit, including butane, propane, and diethyl ether, and excluding all forms of alcohol and ethanol)

PERSONAL USE P. 59

Personal Cultivation

- Limited to an area not more than **12x12 feet** on Private Property
- 12x12 space not required to be contiguous
- A local jurisdiction may allow cultivation exceeding the space limit
- Defines **“Private Property”**
 - A dwelling, its curtilage, and a structure within the curtilage being used for habitation and that is not open to the public.
- 18-18-434(3)(b)(II) - Not a violation if:
 - The person is 21+; AND
 - The cultivation area is located in a dwelling on the Private Property; AND
 - If an underage person lives at the dwelling, the cultivation is enclosed and locked.
 - If no underage person lives at the dwelling, the external locks on the dwelling constitute an enclosed and locked space, **BUT**
 - If a person underage lives at the dwelling, shall ensure access is reasonably restricted

(5)(b) Personal Use Testing Allowances - via Unlicensed Labs P. 60

- Allows a person to perform testing for persons 21+ (for personal use) if:
 - The person gives written notice that they are not licensed by the state to conduct testing; &
 - The person who submits samples gives a signed statement that the natural medicine is for personal use only

(5)(c) Nothing in this Section Permits the Following P. 61

- Underage access
- Remuneration except as allowed
- Engage in personal use actions related to natural medicine other than as allowed
- Engage in action as part of a business promotion or commercial activity except as allowed
- Dispense, sell, or distribute, or possess Ibogaine w/intent to distribute except as allowed

(5)(d) - (10) Law Enforcement & Local Jurisdiction Limitations P. 61

- Shall not arrest or charge or prosecute for an offense involving natural medicine except as expressly provided in this Section (may arrest, charge, or prosecute for an offense not expressly lawful under Titles 12 and 44)
- A lawful action cannot be the sole reason to
 - (a) subject a person to a civil fine, penalty, or sanction
 - (b) deny a person a right or privilege; or
 - (c) seize or forfeit assets
- A lawful action cannot be the sole factor in a probable cause determination. Such action can be

used as a factor IF:

- The original stop or search was lawful; AND
- Other factors are present to support a PC determination
- Entitlement to consume does not constitute a defense against a charge for violation related to operation of a vehicle, aircraft, boat, machinery, or other device
- A local jurisdiction shall not impose any greater criminal or civil penalty

(11) Exceptions for Living Plants for Ornamental Purposes

Offenses do not apply to a living plant for ornamental purposes (plants commonly and lawfully sold prior to this Act). A living plant does not include mushrooms or other fungal matter

Defines Natural Medicine P. 63

- Means: (A) Dimethyltryptamine (B) Mescaline; (C) Ibogaine; (D) Psilocybin; or (E) Psilocyn
- Exclusions:
 - Natural Medicine does **NOT** mean a synthetic or synthetic analog of the substances, including a derivative of a naturally occurring compound of natural medicine that is produced using chemical synthetic, chemical modification, or chemical conversion.
 - Mescaline does **NOT** include Peyote, meaning all parts of the plant classified botanically as *Lophophora Williamsii* Lemaire, whether growing or not; its seed; any extract from any part of plant, and every compound, salt, derivative, mixture, or preparation of the plant, or its seed or extracts.

Defines Personal Use P. 64

- Consumption or use of Natural Medicine or Natural Medicine Product; or
- The amount a person may lawfully possess, cultivate, or manufacture that is necessary to share with another person 21+ within the context of:
 - Counseling
 - Spiritual guidance
 - Beneficial community-based use and healing; or
 - Supported use or related services
- Does NOT mean:
 - Remuneration;
 - Possession, cultivation, or manufacture with intent to sell for remuneration;
 - Possession, cultivation, manufacture, or distribution for business or commercial purposes
- Does not preclude Remuneration for bona fide harm reduction or support services used concurrently with sharing. IF:
 - No advertisement related to sharing or the services AND
 - The individual giving services informs they are not a licensed Facilitator

OTHER

SECTION 32

10-16-158. Prohibiting Discrimination for Coverage (P. 65)

- Carriers shall not, solely on the basis of consumption, decline or limit health benefit plan coverage of a person or penalize covered persons or reduce or limit coverage; shall not deny, decline, or limit coverage for an organ transplant or related service; shall not decline or limit coverage for the purpose of avoiding the requirements of this section; shall not penalize, reduce, or limit coverage for healthcare services related to organ transplantation.
- However, does not require a plan to provide coverage for the donation of an anatomical gift, transplant, or related treatment or services

SECTION 33 - 35	17-2-102. Division of Adult Parole (P. 66) 17-2-201. State Board Parole (P. 67) 18-1.3-204. Conditions of Probation (P. 67)
	<ul style="list-style-type: none"> ➤ Exempts subsection (8.5)(d) from a parolee who possesses or uses NM as authorized ➤ Possession or use authorized under this law cannot be considered a violation of parole conditions
SECTION 36	19-2.5-103. Juvenile Court Jurisdiction (P. 67)
	Juvenile court exclusive original jurisdiction concerning a juvenile 10 yrs + involving natural medicine
SECTION 37	19-3-103. Child Neglect (P. 68)
	Actions lawful in Titles 12, 18, 44 do not constitute neglect and a court shall not restrict or prohibit family time or make similar determinations, UNLESS a court determines family time would endanger the child’s physical health or significantly impair the child’s emotional development.
SECTION 38	24-72-706. Sealing of Criminal Conviction Records
	<p>(1)(f.5) Can file a motion for the sealing of conviction records for an offense that is no longer unlawful. If a motion is filed, the defendant shall provide notice to the DA, who (within 42 days from receipt of the motion) may object after considering specific factors.</p> <ul style="list-style-type: none"> ➤ If no DA objection, the court may grant with or without a hearing ➤ If DA objection, shall set the matter for hearing ➤ Burden is on the defendant - preponderance of evidence standard ➤ The defendant’s motion is NOT required to include a verified copy of a criminal history ➤ Must not be charged fees/costs for filing a motion pursuant to this section
SECTION 39	24-76.5-104. Public Assistance Considerations (P. 70)
	Eligibility does not require consideration related to natural medicine unless required by federal law
SECTION 40	25-56-104.5. Discrimination for Organ Transplants (P. 70)
	<ul style="list-style-type: none"> ➤ Limitations and requirements for covered entities that provide coverage related to the organ transplant process. Requirements for covered entities include: (a) making reasonable modifications to policies, practices, and procedures; (b) take reasonable and necessary steps to ensure consumption is not the reason for denial of services, unless the entity demonstrates such steps would fundamentally alter the nature of services or result in undue burden for the entity. ➤ Does not require the entity to make a referral or perform a medically inappropriate transplant.
SECTION 41	35-36-102. Rules - Definitions (P. 72)
	Amends the definition of “Farm Products” to exclude NM as defined under Title 12 (<i>similar to MJ</i>)
SECTIONS 42-43	39-22-104 & 304. Income Tax & Net Income of Corporation (P. 72)
	For tax years commencing on or after Jan. 1, 2024, a Title 44 licensee can subtract expenditures eligible to be claimed as a federal income tax deduction, but is disallowed by 280E of the IRS Code
SECTIONS 44	Appropriation (P. 73)

Appropriates funding to agencies for purposes of implementation

SECTION 45

Effective Date and Safety Clause (P. 74)

Effective July 1, 2023, applies to offenses committed on or after July 1, 2023

END

DRAFT RULES
NATURAL MEDICINE ENFORCEMENT DIVISION
DEPARTMENT OF REVENUE



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Division of Natural Medicine

**DRAFT NATURAL MEDICINE DIVISION RULES
1 CCR 213-1**

Please Note: Text highlighted in blue indicates a contextual note or questions the Division is specifically seeking feedback on.

Text highlighted in orange indicates revisions since the March 20th, April 10th, May 1st, May 31st, and June 12th work group meetings.

Part 1 – General Applicability

Basis and Purpose – 1025

The statutory authority for this rule includes but is not limited to sections 44-50-103, 44-50-104, 44-50-201, 44-50-202, and 44-50-203, C.R.S. The purpose of this rule is to provide necessary definitions of terms used throughout the rules. Defined terms are capitalized where they appear in the rules, to let the reader know to refer back to these definitions. When a term is used in a conventional sense, and is not intended to be a defined term, it is not capitalized.

1025 – Definitions

“Administration Area” means a designated and secured area within the Licensed Premises of a Healing Center where Regulated Natural Medicine and Regulated Natural Medicine Products may be stored and transferred to a Participant, where a Participant may consume Regulated Natural Medicine and Regulated Natural Medicine Products, and where Administration Sessions may take place. The Administration Area may not be part of the Restricted Area.

“Administration Session” means a session conducted at a Healing Center or another location as allowed by this article 170-50-44 during which a participant consumes and experiences the effects of Regulated Natural Medicine or Regulated Natural Medicine Product under the supervision of a Facilitator.

Please note: Based on stakeholder feedback in the 4/10 and 5/1 work group meetings, the definition of Adverse Health Event has been revised to include additional context pulled from the FDA definition of “adverse event.”

“Adverse Health Event” means any untoward or unexpected health condition or **medical** occurrence associated with the use of natural medicine or natural medicine product—this could include any unfavorable and unintended sign (including a hospitalization, emergency department visit, medical visit, abnormal laboratory finding, outbreak, death [non-motor vehicle]), symptom, or disease temporally associated with the use of a natural medicine product, and may include concerns or reports on the quality, labeling, or possible adverse reactions to natural medicine or natural medicine product transferred by or manufactured at a Natural Medicine Business. An adverse event or suspected adverse reaction is considered “life-threatening” if, in the view of the facilitator, its occurrence places the participant at immediate risk of death. It does not include an adverse event or suspected adverse reaction that, had it occurred in a more severe form, might have caused death. **An adverse event or suspected adverse reaction is considered “serious” if, in the view of the facilitator, it results in any of the following outcomes:** Death, a life-threatening adverse event, inpatient hospitalization or prolongation of existing hospitalization, a persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions, or a congenital anomaly/birth defect. **Important medical events that may not result in**



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death, be life-threatening, or require hospitalization may be considered serious when, based upon appropriate medical judgment, they may jeopardize the patient or subject and may require medical or surgical intervention to prevent one of the outcomes listed in this definition. Examples of such medical events include allergic bronchospasm requiring intensive treatment in an emergency room or at home, blood dyscrasias or convulsions that do not result in inpatient hospitalization, or the development of drug dependency or drug abuse.

“Applicant” means an individual or entity that submitted an application under these rules and the Natural Medicine Code that was accepted by the Division for review but has not been approved or denied by the State Licensing Authority.

“Division” means the Department of Revenue Natural Medicine Division.

“Facilitator” means a natural person who is twenty-one years of age or older, has the necessary qualifications, training, experience, and knowledge to perform and supervise natural medicine services for a participant, and is licensed by the director of the division of professions and occupations to engage in the practice of facilitation.

“Financial Interest” means entitlement or agreement to receive a portion of revenue, proceeds or profits from a Natural Medicine Business or a Natural Medicine Business Applicant; or a membership interest, partnership interest or other ownership interest, including but not limited to a share of stock, in a Natural Medicine Business or Natural Medicine Business Applicant.

“Fruiting Body(ies)” means the spore producing organs of the fungi *Psilocybe cubensis*.

“Harvest Lot” means a specifically identified quantity of Fruiting Bodies that is cultivated from the same inoculation, and dried under the same conditions and harvested at the same location within the licensed premises, that may be partially harvested, and may use the substrate material for multiple harvests.

“Healing Center” means an area of a facility where an entity is licensed by the State Licensing Authority pursuant to article 50 of title 44 that permits a Facilitator to provide and supervise natural medicine services for a participant.

“License” means a license, permit, or registration pursuant to the Natural Medicine Code.

“Licensed Premises” means the premises specified in an application for a license pursuant to this article 50 that the Licensee owns or is in possession of and within which the Licensee is authorized to cultivate, manufacture, test, store, distribute, transport, transfer, or dispense Regulated Natural Medicine or Regulated Natural Medicine product in accordance with the Natural Medicine Code.

“Licensee” means a person licensed, registered, or permitted pursuant to the Natural Medicine Code or rules promulgated pursuant to article 50.

“Local Jurisdiction” means a county, municipality, or city and county.

“Mycelium” means the fungal threads or hyphae of *Psilocybe cubensis*.

“Natural Medicine Business” means any of the following entities licensed pursuant to the Natural Medicine Code:



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- i. A Healing Center;
- ii. A Natural Medicine Cultivation Facility;
- iii. A Natural Medicine Products Manufacturer;
- iv. A Natural Medicine Testing Facility.

“Natural Medicine Cultivation Facility” means a location where Regulated Natural Medicine is grown, harvested, and prepared in order to be transferred and distributed to either a Healing Center, **Facilitator**, a Natural Medicine Products Manufacturer, or to another Natural Medicine Cultivation Facility.

Please Note: The proposed definition for “employee license” has been revised to “Natural Medicine Handler License” based on stakeholder feedback in an effort to clarify who is expected to obtain a license and what an employee who holds a Natural Medicine Handler License may do.

“Natural Medicine Handler License” means a license issued by the State Licensing Authority pursuant to the Natural Medicine Code, to a natural person who is not an Owner. Any natural person, **who is not an Owner**, who has unrestricted access to Regulated Natural Medicine or Regulated Natural Medicine Product or handles Regulated Natural Medicine or Regulated Natural Medicine Product must hold a Natural Medicine Handler License. **For purposes of these Rules, handling Regulated Natural Medicine or Regulated Natural Medicine Product means the cultivation, manufacturing, testing, storage, distribution, transport, transfer, or dispensation of Regulated Natural Medicine and Regulated Natural Medicine Products.**

“Natural Medicine Products Manufacturer” means a person who manufactures Regulated Natural Medicine Products for transfer to a Healing Center, **Facilitator**, or to another Natural Medicine Products Manufacturer.

“Natural Medicine Services” means a preparation session, administration session, and integration session as provided pursuant to article 170 of title 12.

“Natural Medicine Testing Facility” means a public or private laboratory licensed, or approved by the Division, to perform testing and research on Regulated Natural Medicine and Regulated Natural Medicine Product.

“Nonconformance” means a non-fulfillment of a requirement or departure from written procedures, work instructions, or quality system, as defined by the Licensee’s written Corrective Action and Preventive Action procedures.

“Owner” means an individual or an entity that owns, possesses, or is entitled to any Financial Interest in a Natural Medicine Business or a Natural Medicine Business Applicant; an individual or an entity that owns a share of stock in a corporation, a membership in a nonprofit corporation, a membership interest in a limited liability company, the interest of a member in a cooperative or in a limited cooperative association, a partnership interest in a limited partnership, a partnership interest in a partnership, or the interest of a member in a limited partnership association that holds any interest in a Natural Medicine Business.

“Participant” means a person who is twenty-one years of age or older and who receives natural medicine services performed by or under the supervision of a Facilitator.



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“Production Lot” means psilocybin pressed tablets, tea bags, chocolate, soft confection, or powdered capsules of the same type that were manufactured under the same conditions at the same time using the same manufacturing method, ingredients, and standard operating procedures.

“Regulated Natural Medicine” means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, transferred, or dispensed pursuant to the Natural Medicine Code. Regulated Natural Medicine includes:

- i. Psilocybin; or
- ii. Psilocin.

“Regulated Natural Medicine Product” means natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, transferred, or dispensed pursuant to the Natural Medicine Code.

“Regulated Natural Medicine Waste” means waste material that is:

- i. A byproduct of cultivating Regulated Natural Medicine or manufacturing Regulated Natural Medicine Products that contains **any fruiting bodies or mycelium from the cultivation or production process** of psilocybin or psilocin;
- ii. Partially consumed Regulated Natural Medicine Product, excluding client packaging;
- iii. Psilocybin **or psilocin** products that a Natural Medicine Products Manufacturer, Healing Center or Testing Facility disposes; or
- iv. Any psilocybin **or psilocin** product that is required to be designated as waste by these rules.

“Restricted Area” means areas of **Natural Medicine Cultivation Facilities, Natural Medicine Products Manufacturers, and Natural Medicine Testing Facilities** where Regulated Natural Medicine is cultivated, manufactured, tested, or stored. Only **Natural Medicine Handler Licensees** and **Owner Licensees** may access **Restricted Areas** without supervision or documenting access on a visitor log. **A Healing Center may have a Restricted Area, but is not required to have a Restricted Area, unless the Healing Center stores more than 750mg of Regulated Natural Medicine or Regulated Natural Medicine Product pursuant to Rule 8020.**

“Sample” means a portion of Regulated Natural Medicine that is removed from a Harvest Lot or Regulated Natural Medicine Product that is removed from a Production Lot for required testing under Part 4 of these Rules.

“State Licensing Authority” means the authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storage, distribution, transportation, transfer, and dispensation of Regulated Natural Medicine and Regulated Natural Medicine Product in Colorado pursuant to section 44-50-201, C.R.S.

“Total psilocin” means the sum of the percentage by weight of psilocybin multiplied by 0.719 plus the percentage by weight of psilocin, i.e., **Total psilocin = (%psilocybin x 0.719) + %psilocin.**



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Part 4 – Regulated Natural Medicine Testing Program

Please Note: *The following testing program rules include limited required tests attempting to balance the costs to Natural Medicine Businesses and the Division’s statutory mandate to implement rules that ensure regulated natural medicine does not contain contaminants that are injurious to health and ensure correct labeling. These initial draft rules for testing requirements may evolve as the rules continue to evolve related to cultivation and manufacturing allowances and requirements, and other regulatory measures to fulfill our mandatory rulemaking requirements. As a starting point, the draft rules **do not** propose requiring the following tests, in line with recommendations from the Natural Medicine Advisory Board, unless directed by the Division:*

- heavy metals;
- pesticides;
- solvents; and
- mycotoxins

Because we do not allow cultivations to use pesticides, and limiting solvents, we will not require testing for those unless there is reason to believe that they have been used in cultivation or manufacturing.

Basis and Purpose – 4005

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), 44-50-402, 44-50-403, and 44-50-404, C.R.S. The purpose of this Rule is to establish the requirement that Natural Medicine Businesses pay for required testing of Regulated Natural Medicine or Regulated Natural Medicine Product.

4005 – Costs

The cost for all sampling and tests conducted pursuant to these Rules is the responsibility of the Regulated Natural Medicine Business that is required to submit the Sample for testing. A Natural Medicine Testing Facility may require prepayment or decline to provide test results until a Regulated Natural Medicine Business remits payment for the test(s).

Basis and Purpose – 4010

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), 44-50-402, C.R.S. The purpose of this Rule is to establish the required tests and procedures final Regulated Natural Medicine must comply with prior to transfer to a Facilitator, Natural Medicine Products Manufacturer, or Healing Center.

These testing rules reflect initial rules that attempt to balance the costs to Natural Medicine Businesses and protecting public health and safety. These rules are based on limited available data and prior experience with other similar programs due to the nascent nature of the Regulated Natural Medicine program. The State Licensing Authority will monitor testing data and consumer experiences and may revise testing requirements to require more or less frequent testing, testing for additional or different contaminants, additional testing requirements if additional routes of administration are permitted and



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other testing updates. Further, if additional Natural Medicines are permitted in the Regulated Natural Medicine program, those may also require additional testing requirements.

4010 – Natural Medicine Cultivation Facility - Required Regulated Natural Medicine Testing

- A. Regulated Natural Medicine must pass all required testing conducted by a Natural Medicine Testing Facility prior to transfer to a Natural Medicine Products Manufacturer, Healing Center, or Facilitator.

Please Note: The following proposed rule for test sampling procedures and required tests is based, in part, on the Natural Medicine Advisory Board's recommendations and OR Psilocybin Services rules.

B. Sampling Procedures.

1. Harvest Lot Sampling. Whole fungi must be fully dried to be submitted to a Natural Medicine Testing Facility. The Sample must be a mixture of parts of the fruiting bodies, including caps and stems of different mushrooms.
 - a. For Harvest Lots up to 1.000 kilogram in dry weight, a minimum of 2.5 grams must be submitted for testing as the Sample.
 - b. A Harvest Lot over 1.000 kilogram but less than 2.000 kilograms in dry weight shall require submission of a Sample that contains a minimum of 5.0 grams.
 - c. A Harvest Lot over 2.000 kilograms dry weight shall require the submission of a Sample that contains 2.5 grams for each kilogram of the batch weight.
2. Sampling Procedure Training. A Natural Medicine Cultivation Facility must provide standard operating procedures and training to any Natural Medicine Handler Licensee or Owner Licensee who will collect Samples for required testing.
 - a. The standard operating procedures and training must include at least the following topics:
 - i. These Part 4 Rules - Regulated Natural Medicine Testing Program;
 - ii. Sampling procedures or guidance established by the Division, as available;
 - iii. Cross contamination as it relates to Sample collection;
 - iv. Sample collection documentation and record keeping requirements; and
 - v. Use of and disinfection of Sample collection equipment.

- C. Required Testing - Harvest Lot Testing. Prior to transferring any Regulated Natural Medicine, a Sample must be submitted that is representative of the Harvest Lot it came from.



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1. Tryptamine Content Analysis Testing.
 - a. Each Sample of Regulated Natural Medicine must be submitted for tryptamine content analysis. The results of the tryptamine content analysis required in this Rule must be accurately documented in the Licensee's inventory tracking records and on the label prior to transfer to a Facilitator, Natural Medicine Products Manufacturer, or Healing Center.
 - i. Psilocybin;
 - ii. Psilocin;
 - iii. Baeocystin;
 - iv. Aerguinascins;
 - v. Norbaeocystin; and
 - vi. 4-AcO-DMT.

Please Note: The following rule was recommended by the Natural Medicine Advisory Board to account for degradation of psilocybin over time and replaces the previously proposed labeling requirement for an expiration date. The Board stated there is not yet enough good evidence regarding how potency in psilocybin-containing mushrooms changes over time; retesting ensures that facilitators are administering accurate doses of natural medicine. If adopted as proposed below, a Natural Medicine Business in possession of Regulated Natural Medicine that was tested more than 9 months previously must submit a Sample for testing from whatever inventory remains. For example, if a Healing Center has some amount of a Harvest Lot in its possession, then the Healing Center would be responsible for submitting a Sample from what it has to a Natural Medicine Testing Facility for a tryptamine content analysis, and relabeling the Regulated Natural Medicine if required under the rule.

- b. Tryptamine content shall be retested every nine months from the date of the original test or most recent retest. When retesting indicates a significant deviation of Total Psilocin, more than 15% lower than the previous Total Psilocin, the Regulated Natural Medicine must be relabeled with the new tryptamine content. If the tryptamine content retest results in a higher Total Psilocin than the previous test, the Harvest Lot must be destroyed in accordance with Rule 3120.
2. Contaminant Testing - Microbial Panel. A Natural Medicine Cultivation Facility shall subject at least one Harvest Lot to the following microbial contaminant testing once every 30-day period following the Sample submission of the last Sample. If during any 30-day period the Natural Medicine Cultivation Facility does not possess a Harvest Lot that is ready for testing, the Natural Medicine Cultivation Facility must subject its first Harvest Lot that is ready for testing to the required contaminant testing prior to transfer to a Facilitator, Healing Center, or Natural Medicine Products Manufacturer.
 - a. Each Sample of Regulated Natural Medicine must be submitted for the following microbial contaminant tests:



- i. Salmonella. Salmonella must be absent from the Sample.
- ii. Shiga toxin producing Escherichia coli (E. coli). E. Coli must be absent from the Sample.
- iii. Mold. Mold must be absent from the Sample.

Basis and Purpose – 4015

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), and 44-50-403, C.R.S. The purpose of this Rule is to establish the required tests and procedures final Regulated Natural Medicine Product must comply with prior to transfer to a Facilitator, Natural Medicine Products Manufacturer, or Healing Center.

These testing rules reflect initial rules that attempt to balance the costs to Natural Medicine Businesses and protecting public health and safety. These rules are based on limited available data and prior experience with other similar programs due to the nascent nature of the Regulated Natural Medicine program. The State Licensing Authority will monitor testing data and consumer experiences and may revise testing requirements to require more or less frequent testing, testing for additional or different contaminants, additional testing requirements if additional routes of administration are permitted and other testing updates. Further, if additional Natural Medicines are permitted in the Regulated Natural Medicine program, those may also require additional testing requirements.

4015 – Natural Medicine Products Manufacturer - Required Regulated Natural Medicine Products Testing

- A. Regulated Natural Medicine must pass all required testing conducted by a Natural Medicine Testing Facility prior to transfer to another Natural Medicine Products Manufacturer, Healing Center, or Facilitator.

Please Note: *The following proposed rule for test sampling procedures is based on the Natural Medicine Advisory Board's recommendations and OR Psilocybin Services rules. We are still researching whether public health can be reasonably protected with the use of methanol in the extraction process. We have concerns about the safety of methanol in any end-product that could be ingested by a participant and will continue to research and collect information leading up to the final rulemaking hearing.*

- B. Sampling Procedures.

1. Powdered Psilocybin Production Lot Sampling.
 - a. For Production Lots up to 1.000 kilogram in dry weight, a minimum of 2.5 grams must be submitted for testing as the Sample.
 - b. A Production Lot over 1.000 kilogram but less than 2.000 kilograms in dry weight shall require submission of a Sample that contains a minimum of 5.0 grams.



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- c. A Production Lot over 2.000 kilograms dry weight shall require the submission of a Sample that contains 2.5 grams for each kilogram of the lot weight.

Please Note: The Natural Medicine Code directs that rules should also include individual serving and per-package serving amounts in addition to testing and sampling requirements. The Division is continuing to evaluate and develop appropriate sampling procedures for Regulated Natural Medicine Product and whether different types of Regulated Natural Medicine Product should be subject to different sampling requirements or amounts, and are interested in stakeholder feedback as we continue to develop this rule. One approach could be to include a table (as included below for placeholder purposes) that directs the required Sample composition for each product type.

- 2. Production Lots of Regulated Natural Medicine Product Other than Bulk Powdered Psilocybin.

[Placeholder Table for consideration - Amounts included are not necessarily proposed or final amounts for sampling procedures]

Minimum Number of Required Samples	Number of Servings within the Production Lot				
5	0-99				
8	100-999				

- 3. Sampling Procedure Training. A Natural Medicine Products Manufacturer must provide standard operating procedures and training to any Natural Medicine Handler Licensee or Owner Licensee who will collect Samples for required testing.
 - a. The standard operating procedures and training must include at least the following topics:
 - i. These Part 4 Rules - Regulated Natural Medicine Testing Program;
 - ii. Sampling procedures or guidance established by the Division, as available;
 - iii. Cross contamination as it relates to Sample collection;
 - iv. Sample collection documentation and record keeping requirements; and
 - v. Use of and disinfection of Sample collection equipment.

- C. Required Testing - Production Lot Testing. Prior to transferring any Regulated Natural Medicine Products, a Sample must be submitted that is representative of the Production Lot it came from. The Sample must be of sufficient size and increments to determine the homogeneity of the product.



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1. Tryptamine Content Analysis Testing.
 - a. Each Sample of Regulated Natural Medicine must be submitted for tryptamine content analysis. The results of the tryptamine content analysis required in this Rule must be accurately documented in the Licensee's inventory tracking records and on the label prior to transfer to a Facilitator, Natural Medicine Products Manufacturer, or Healing Center.
 - i. Psilocybin;
 - ii. Psilocin;
 - iii. Baeocystin;
 - iv. Aerguinascin;
 - v. Norbaeocystin; and
 - vi. 4-AcO-DMT.

Please Note: The following rule was recommended by the Natural Medicine Advisory Board to account for degradation of psilocybin over time and replaces the previously proposed labeling requirement for an expiration date. The Board stated there is not yet enough good evidence regarding how potency in psilocybin-containing mushrooms changes over time; retesting ensures that facilitators are administering accurate doses of natural medicine. If adopted as proposed below, a Natural Medicine Business in possession of Regulated Natural Medicine Product that was tested more than 9 months previously must submit a Sample for testing from whatever inventory remains. For example, if a Healing Center has some amount of a Production Lot in its possession, then the Healing Center would be responsible for submitting a Sample from what it has to a Natural Medicine Testing Facility for a tryptamine content analysis and relabeling the Regulated Natural Medicine Product if required under the rule.

- b. Tryptamine content shall be retested every nine months from the date of the original test or most recent retest. When retesting indicates a significant deviation of Total Psilocin, more than 15% lower than the previous Total Psilocin, the Regulated Natural Medicine Product must be relabeled with the new tryptamine content. If the tryptamine content retest results in a higher Total Psilocin than the previous test, the Production Lot must be destroyed in accordance with Rule 3120.
2. Contaminant Testing - Microbial Panel. A Natural Medicine Products Manufacturer shall subject at least one Production Lot to the following microbial contaminant testing once every 30-day period following the Sample submission of the last Sample. If during any 30-day period the Natural Medicine Products Manufacturer does not possess a Production Lot that is ready for testing, the Natural Medicine Products Manufacturer must subject its first Production Lot that is ready for testing to the required contaminant testing prior to transfer to a Facilitator or Healing Center.
 - a. Each Sample of Regulated Natural Medicine Product must be submitted for the following microbial contaminant tests:



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- i. Salmonella. Salmonella must be absent from the Sample.
 - ii. Shiga toxin producing Escherichia coli (E. coli). E. Coli must be absent from the Sample.
 - iii. Mold. Mold must be absent from the Sample.
3. Homogeneity. Each Production Lot must be tested to ensure homogeneous distribution of tryptamines throughout the Production Lot. For homogeneity testing, a Natural Medicine Products Manufacturer must submit a minimum of four servings from a minimum of two separate items (e.g. four capsules of dried, powdered mushrooms or two complete chocolate bars if each bar contains more than one serving). A Production Lot is considered to have a homogeneous distribution of tryptamines if each serving that is submitted for homogeneity testing is within 15.0% of the labeled value and the relative standard deviation of the four servings is less than 15.0%.

Basis and Purpose – 4020

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-202(1)(b), 44-50-202(4), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(d), 44-50-203(2)(g)-(h), 44-50-203(2)(k), and 44-50-203(2)(r), C.R.S. The purpose of this Rule is to provide clarity to Licensees regarding the Natural Medicine Division’s authority to request testing at any time and to require the Licensee to submit Samples for any required tests to a Natural Medicine Testing Facility.

These testing rules reflect initial rules that attempt to balance the costs to Natural Medicine Businesses and protecting public health and safety. These rules are based on limited available data and prior experience with other similar programs due to the nascent nature of the Regulated Natural Medicine program. The State Licensing Authority will monitor testing data and consumer experiences and may revise testing requirements to require more or less frequent testing, testing for additional or different contaminants, additional testing requirements if additional routes of administration are permitted and other testing updates. Further, if additional Natural Medicines are permitted in the Regulated Natural Medicine program, those may also require additional testing requirements.

4020 – Division Directed Testing

- A. Upon request by the Division or the State Licensing Authority, a Natural Medicine Business must submit one or more Samples of Regulated Natural Medicine or Regulated Natural Medicine Product for any tests required under this Rule and other tests as may be necessary for investigation. If the Division directs a test, the results will be shared with the Natural Medicine Business. The Division may direct any Licensee to submit Samples for the following tests:
1. Psilocybin and psilocin concentration;
 2. Tryptamine content;
 3. Contaminants;
 4. Pesticides;



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5. Mycotoxins;
 6. Any other adulterant that the Division has reason to believe that has been added to a manufacturer's product due to a report of an Adverse Health Event.
- B. A Licensee must submit a Sample(s) to a Natural Medicine Testing Facility within 48 hours of receiving a Division request for additional testing.
- C. If the Division finds that a Sample has any contaminants or pesticides, the Harvest Lot or Production Lot that the Sample came from must be discarded following the waste procedures in Rule 3120.

Basis and Purpose – 4025

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-202(1)(b), 44-50-202(4), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(d), 44-50-203(2)(g)-(h), 44-50-203(2)(k), and 44-50-203(2)(r), C.R.S. The purpose of this rule is to provide the notification requirements when a Licensee receives failing test results.

These testing rules reflect initial rules that attempt to balance the costs to Natural Medicine Businesses and protecting public health and safety. These rules are based on limited available data and prior experience with other similar programs due to the nascent nature of the Regulated Natural Medicine program. The State Licensing Authority will monitor testing data and consumer experiences and may revise testing requirements to require more or less frequent testing, testing for additional or different contaminants, additional testing requirements if additional routes of administration are permitted and other testing updates. Further, if additional Natural Medicines are permitted in the Regulated Natural Medicine program, those may also require additional testing requirements.

4025 – Failed Test Procedures

- A. Failed Contaminant Tests. If a Regulated Natural Medicine Business is notified by a Testing Facility or the Division of a failed contaminant test, then for each Sample the Natural Medicine Business must destroy and document the destruction of the Harvest Lot or Production Lot in the inventory tracking system, according to the waste Rule 3120.
- B. If a Licensee fails contaminant testing, the Licensee shall submit Samples from the next five Harvest Lots or Production Lots for the required test type(s) by a Natural Medicine Testing Facility regardless of amount of time between each Harvest Lot or Production Lot.
1. If the results of any of the next five tests fail a contaminant test, the Natural Medicine Business must complete their required CAPA plan under Rule 6015(E)(3) and the Division will review the revised plan and may conduct an inspection to confirm compliance with the plan.
 2. If any lot has failed contaminant testing, it cannot be further transferred until the Natural Medicine Business fulfills the plan and the Division confirms through inspection that the Nonconformances were addressed.



Part 6 – Regulated Natural Medicine Product Manufacturing License Requirements

Basis and Purpose – 6005

The statutory authority for this rule includes but is not limited to sections 44-50-202(1)(b), 44-50-203(1)(l), 44-50-203(2)(a), 44-50-203(2)(d), 44-50-203(2)(g), 44-50-203(2)(k), and 44-50-403(1), C.R.S. The purpose of this Rule is to establish the privileges and permitted acts for Natural Medicine Product Manufacturers.

Please note that the following section has been edited significantly to address stakeholder and Natural Medicine Advisory Board feedback related to product type allowances and routes of administration.

We are continuing to seek feedback on 1) whether tinctures should be an allowed product type for sublingual administration and 2) if permitted, what safeguards would need to be put in place related to testing and packaging tincture products. The Division's understanding is that a participant utilizing a tincture would require much smaller amounts of the product during a session. How would a manufacturer make products to meet small amounts in single servings? Should the Division further explore what it could look like to allow facilitators to have a child-resistant bottle on hand with a way to measure a small amount out for a participant, and maintain the remainder in a bottle for another participant?

The Division considers a tincture as psilocybin extracted in a solvent where the solvent is not removed (therefore, the end product is not a concentrated product).

6005 – License Privileges

- A. A Natural Medicine Products Manufacturer Licensee may only exercise the License privileges established under the Natural Medicine Code and granted by the State Licensing Authority pursuant to these Rules.
- B. A Natural Medicine Product Manufacturer may only manufacture, distribute, and transfer Regulated Natural Medicine intended for oral ingestion, and limited to the following product types intended for oral ingestion, unless the Licensee has an Extraction Endorsement pursuant to subsection (C) of this Rule:
 1. Intended for Oral Ingestion
 - a. Powdered form;
 - b. Capsules; and
 - c. Tea bags
- C. Extraction Endorsement. A Natural Medicine Products Manufacturer with an extraction endorsement may additionally manufacture, distribute, and transfer the following product types:
 1. Intended for Oral Ingestion.
 - a. Chocolate;



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- b. Soft confections; and
 - c. Pressed tablets.
3. A Natural Medicine Products Manufacturer shall not manufacture or package a Regulated Natural Medicine Product in a manner that reasonably appears to represent a commercially manufactured food product or reasonably appears to target individuals under the age of 21.
- a. Commercially manufactured food products may be used as ingredients in a Regulated Natural Medicine Product when: (1) they are used in a way that renders them unrecognizable as the commercial food product in the final Regulated Natural Medicine Product, and (2) the Natural Medicine Products Manufacturer does not represent that the final Regulated Natural Medicine Product contains the commercially manufactured food product.
4. Only Natural Medicine Products Manufacturer with an extraction endorsement may produce products using any extraction process. A Natural Medicine Products Manufacturer without the extraction endorsement may not use any extractive process. The following solvents are allowed to be used for extraction processes:
- a. Water
 - b. Food grade, non-denatured ethanol
5. Natural Medicine Products Manufacturers are prohibited from performing extractions at elevated temperature or pressure or performing distillations.

Please Note: We received stakeholder feedback concerning how to apply for additional product types with peer-reviewed research would be difficult, if not impossible, since there is limited research on natural medicine as a federally-scheduled drug. We will consider any future product types in future rulemakings.

- ~~3. Additional Intended Use Approval Process. A Natural Medicine Products Manufacturer may submit a request to the Division to consider approval of additional intended uses or routes of administration not permitted under these Rules. The request must include at a minimum peer reviewed scientific data that indicates the intended use or route of administration is safe for consumption, and the Division may request additional information in determining whether to recommend the additional intended use for approval by the State Licensing Authority.~~

D. Authorized Sources of Regulated Natural Medicine.

- 1. Regulated Natural Medicine Products may only be manufactured using Regulated Natural Medicine from a Licensed Natural Medicine Cultivation Facility.
- 2. A Natural Medicine Cultivation Facility may accept transfers of Regulated Natural Medicine Waste from a Natural Medicine Cultivation Facility, another Natural Medicine Products Manufacturer, a Healing Center, or a Facilitator licensed by the Department of Regulatory Agencies to dispose of the Regulated Natural Medicine Waste. The



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Regulated Natural Medicine Waste must be tracked in the waste log, and must be handled in accordance with the transfer requirements in Rule 3405.

E. Authorized Transfers.

1. A Natural Medicine Products Manufacturer may transfer Regulated Natural Medicine Product to another Natural Medicine Products Manufacturer, a Natural Medicine Testing Facility, and a Healing Center in accordance with this subparagraph (C)(1).
 - a. Prior to transfer to a Natural Medicine Testing Facility, the Regulated Natural Medicine Product must be in its final form and must comply with packaging requirements in Rule 3305.
 - b. Prior to transfer to a Healing Center, the Regulated Natural Medicine Product must pass all required testing in Rules 4005 - 4015.
 - c. Prior to transfer to a Healing Center, all Regulated Natural Medicine Product must be packaged and labeled pursuant to Rule 3305.
2. A Natural Medicine Products Manufacturer may transfer up to 750 milligrams of Total Psilocin of Regulated Natural Medicine Product that has passed all required testing and is packaged and labeled pursuant to Rule 3305 to a Facilitator for Administration Sessions at authorized locations other than Healing Centers in accordance with this Rule.
 - a. Facilitator Request Requirements. A Natural Medicine Products Manufacturer may only transfer Regulated Natural Medicine Products to a Facilitator after receiving and verifying the Facilitator's request. All requests for Facilitator transfers must including the following information:
 - i. The Facilitator's Department of Regulatory Agencies issued license number;
 - ii. The requested amount of Regulated Natural Medicine;
 - iii. The number of Administration Sessions the Facilitator is requesting Regulated Natural Medicine Product(s) for;
 - iv. The number of Participants that will be consuming the requested Regulated Natural Medicine Product(s); and
 - v. The requested date for pick-up.
 - b. Request Verification. A Natural Medicine Products Manufacturer must verify the Facilitator's Department of Regulatory Agencies issued license number in order to complete the transfer.
3. All transfers of Regulated Natural Medicine Product must comply with inventory tracking requirements in Rule XXXX [PLACEHOLDER].



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Basis and Purpose – 6010

The statutory authority for this rule includes but is not limited to sections 44-50-202(1)(b), 44-50-203(2)(a), 44-50-203(2)(d), 44-50-203(2)(g), and 44-50-403(1)(c), C.R.S. The purpose of this rule is to define prohibited activities of Natural Medicine Product Manufacturers.

6010 – Prohibited Acts

- A. ~~Any additive that alters potency, intoxicating effect, duration of effect, toxicity or potential for excessive use is prohibited. This includes additives with active ingredients, such as herbal supplements.~~
- A. A Natural Medicine Products Manufacturer shall not transfer any Regulated Natural Medicine Product that is intended to be consumed through a route of administration other than oral ingestion.
- B. Transfer to unlicensed person prohibited. A Natural Medicine Products Manufacturer shall not transfer any Regulated Natural Medicine Product to a person who does not hold a Natural Medicine Business License or a Facilitator licensed by the Department of Regulatory Agencies under article 170 of title 12 in accordance with Rule 5005. Only a Natural Medicine Handler Licensee or Owner Licensee may receive Regulated Natural Medicine Product on behalf of a Natural Medicine Business.
- C. One Natural Medicine Products Manufacturer per Licensed Premises. A Licensed Premises shall only have one Natural Medicine Products Manufacturer License

Basis and Purpose – 6015

The statutory authority for this rule includes but is not limited to sections 44-50-202(1)(b), 44-50-203(1)(b), 44-50-203(1)(g), 44-50-203(1)(j), 44-50-203(1)(k), 44-50-203(2)(e), 44-50-203(2)(g), 44-50-203(2)(h), 44-50-203(2)(k), C.R.S. The purpose of this rule is to define the health and sanitation requirements for Natural Medicine Product Manufacturers and the equipment used at Natural Medicine Product Manufacturers.

6015 – Manufacturing Procedures

- A. Regulated Natural Medicine Products must be produced in a sanitary environment, where all food surfaces are maintained and kept in a clean manner.
 - 1. Filters for air conditioning, ventilation, and air filtration systems are cleaned and replaced regularly.
 - 2. Water must be potable. If well water is used, wells must be maintained to protect them from contamination. Floors must drain adequately, and there shall not be standing water on the floor of the Licensed Premises.
- B. Manufacturing Activities - Premises and Safety Requirements.



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1. Toxic cleaning compounds, sanitizing agents, and other chemicals shall be identified, held, stored, and disposed of in a manner that protects against contamination of Regulated Natural Medicine, and in accordance with any applicable local, state, or federal law, rule, regulation, or ordinance
 - a. The use of any of the above compounds must be tracked in the Safety Data Sheet, which must be kept in accordance with Rule 3010.
 - b. If chemicals or fertilizers are used, back-flow prevention devices must be installed on water lines that are used for the application.
- C. Equipment. Equipment must be maintained to prevent contamination.
 1. Equipment must be maintained to ensure it is in proper working order and does not contribute to contamination. All lubricants used on machinery with direct or indirect food contact must be food grade.
 2. Manufacturing Equipment. All manufacturing equipment must be cleaned and sanitized prior to manufacturing, processing, or extraction, and on a scheduled basis.
- D. Ingredients. Natural Medicine Products Manufacturer may only use conventional food ingredients in the manufacturing of Regulated Natural Medicine Products.
- E. Records.
 1. If a Natural Medicine Products Manufacturer uses raw materials in the manufacture of a Regulated Natural Medicine Product, the Licensee must obtain and maintain documentation of the material purchased, including the date of purchase.
 2. Standard Operating Procedures (SOP). A Natural Medicine Products Manufacturer must have Standard Operating Procedures on file, and available upon request for inspection by the Division. The SOP must include:
 - a. A documented food safety program and food safety plan. The plan must include worker training on proper food handling, hand washing, hair restraint, and use of gloves.
 - b. Handling of Chemicals. Workers are trained on the proper use of chemicals, and containers used to store chemical solutions are clearly marked with the common name of the chemical, and instructions for proper use, and non-food containers are used to prepare and hold all chemical solutions.
 - c. Pest Control. All pest control devices must be located away from products so as to avoid contamination. At least one pest control device should be within 10 feet of each side of an outside entrance. If used, poison bait stations are used exclusively on the outside of the building. If used, all live traps are placed a maximum of 30 feet apart and at entrances. All pest control devices are located on a map, which is kept on file according to Rule 3010.



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3. Corrective Action Preventative Action. A Regulated Natural Medicine Product Manufacturer shall establish and maintain written procedures for implementing Corrective Action and Preventive Action. The written procedures shall include the requirements listed below as determined by the Licensee. All activities required under this Rule, and their results, shall be documented and kept as business records. The written procedures shall include requirements, as appropriate, for:
 - a. What constitutes a Nonconformance in the Licensee's business operation;
 - b. Analyzing processes, work operations, reports, records, service records, complaints, returned product, and/or other sources of data to identify existing and potential root causes of Nonconformances or other quality problems;
 - c. Investigating the root cause of Nonconformances relating to product, processes, and the quality system;
 - d. Identifying the action(s) needed to correct and prevent recurrence of Nonconformance and other quality problems;
 - e. Verifying the Corrective Action or Preventive Action to ensure that such action is effective and does not adversely affect finished products;
 - f. Implementing and recording changes in methods and procedures needed to correct and prevent identified quality problems;
 - g. Ensuring the information related to quality problems or Nonconformances is disseminated to those directly responsible for assuring the quality of products or the prevention of such problems; and
 - h. Submitting relevant information on identified quality problems and Corrective Action and Preventive Action documentation, and confirming the result of the evaluation, for management review.
 4. Adverse Health Event Reporting. All Natural Medicine Product Manufacturers shall follow the process in Rule 3015(A) to report any Adverse Health Events that they learn of.
 5. Certificates of Analysis. All certificates of analysis provided to the Natural Medicine Product Manufacturer by a Natural Medicine Testing Facility for any Samples submitted shall be kept on file in accordance with Rule 3010.
- F. Homogeneity of Regulated Natural Medicine Products. A Natural Medicine Product Manufacturer must ensure that its manufacturing processes are designed so that the psilocybin and psilocin content of any oral ingestion Regulated Natural Medicine Product is homogenous. All Regulated Natural Medicine Products must be submitted for homogeneity testing pursuant to Part 4 of these Rules.
- G. Contaminated Product.



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1. If a Sample that was submitted for testing is contaminated or is found to contain pesticides, the Production Lot may not be remediated and must be destroyed according to Rule 3120.
 2. If any Regulated Natural Medicine Product is exposed to blood or bodily fluids or is found to contain filth or foreign matter, it must be disposed of according to Rule 3120.
- H. Requested Testing. A Natural Medicine Products Manufacturer Licensee shall, upon the Division's request, submit a sufficient quantity of Regulated Natural Medicine Product to a Natural Medicine Testing Facility for laboratory or chemical analysis in accordance with Rule 4020. The Division will notify the Licensee of the results of the analysis.
- I. Storage and Packaging.
1. After manufacturing, Regulated Natural Medicine Products should follow best practices for storage prior to packaging.
 2. All Regulated Natural Medicine Products must be packaged in units of no more than 10 milligrams of Total Psilocin and in accordance with Rule 3305.
 2. If Regulated Natural Medicine Products are being transferred directly to a Facilitator, the product must be in child-resistant packaging.
- J. Internal Audit. Natural Medicine Products Manufacturers must conduct an internal audit to assess that they are in substantial compliance with the requirements of this Rule 6015. A copy of the internal audit shall be retained as business records for one year.

Part 7 – Regulated Natural Medicine Testing Facility License Requirements

Please Note: The Colorado Department of Public Health & Environment was delegated the authority in SB 23-290 and SB 24-198 to promulgate rules, including but not limited to:

- Establishing natural medicine and natural medicine product laboratory testing standards and requirements;
- Establishing a natural medicine independent laboratory testing certification program for licensees pursuant to article 50 of title 44, within an implementation time frame established by the DOR, requiring licensees to test natural medicine and natural medicine product to ensure, at a minimum, that products transferred for human consumption by persons licensed pursuant to article 50 of title 44 do not contain contaminants that are injurious to health and to ensure correct labeling; and
- Establishing procedures that require notification to the State Licensing Authority if test results indicate the presence of quantities of any substance determined to be injurious to health.

DOR and CDPHE are coordinating closely through both agency rulemaking proceedings to proactively address and alleviate duplicating requirements and avoiding gaps between the rules. Natural Medicine Testing Facilities will be required to comply with both DOR and CDPHE rules.



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Basis and Purpose – 7005

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-102(4), 44-50-103(10), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-202(1)(f), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), 44-50-301(1), (2) and (4), and 44-50-404, C.R.S. The purpose of this Rule is to establish the privileges of a person that holds a Natural Medicine Testing Facility license including the privilege of co-locating a Natural Medicine Testing Facility License with a Licensed Marijuana Testing Facility or Certified Hemp Laboratory. This co-location privilege with different license types is exclusive to the Natural Medicine Testing Facility license type.

7005 – License Privileges

- A. A Natural Medicine Testing Facility Licensee may only exercise the License privileges granted by the State Licensing Authority and these Rules, including conducting required and voluntary tests on Regulated Natural Medicine and Regulated Natural Medicine Product as requested by other Natural Medicine Business Licenses, the Division, the State Licensing Authority, and the Colorado Department of Public Health and Environment.
- B. A Natural Medicine Testing Facility may be co-located with a Licensed Marijuana Testing Facility or a Certified Hemp Laboratory.
 - 1. If a Natural Medicine Testing Facility is co-located with any of the above testing facilities, there must be separate storage areas for Samples of Regulated Natural Medicine or Regulated Natural Medicine Product, hemp test samples, and marijuana test samples.
 - 2. Any shared equipment for different types of testing must be properly cleaned and sanitized between testing of Regulated Natural Medicine or Regulated Natural Medicine Product, hemp, and marijuana.
- C. Testing of Regulated Natural Medicine or Regulated Natural Medicine Product Authorized. A Natural Medicine Testing Facility may accept and test Samples of Regulated Natural Medicine or Regulated Natural Medicine Product properly submitted by a Natural Medicine Business.
- D. A Natural Medicine Testing Facility may transfer Samples to another Natural Medicine Testing Facility for testing.
- E. A Natural Medicine Testing Facility must properly dispose of all Samples it receives, that are not transferred to another Natural Medicine Testing Facility, after all necessary tests have been conducted and any required period of storage, in accordance with Rule 3120.
- F. A Natural Medicine Testing Facility must reject any Sample where the condition of the Sample indicates that the Sample may have been tampered with.
- G. A Licensee may only exercise the License privileges of a Natural Medicine Testing Facility License if the Licensee meets all requirements for certification pursuant to Rule 7015 and any other rules required by the Department of Public Health and Environment to obtain and maintain certification.



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Basis and Purpose – 7010

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-102(4), 44-50-103(10), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-202(1)(f), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), 44-50-301(1), (2) and (4), and 44-50-404, C.R.S. The purpose of this Rule is to establish conduct that is strictly prohibited which includes conflicts of interest between Natural Medicine Testing Facilities and other Natural Medicine Businesses and transfers to any unlicensed person.

7010 – Prohibited Acts

- A. A person who is an Owner Licensee of a Natural Medicine Testing Facility License may not have a financial interest in a Healing Center License, Natural Medicine Cultivation Facility License, or Natural Medicine Products Manufacturer License granted by the State Licensing Authority.
- B. Conflicts of Interest. The Natural Medicine Testing Facility shall establish policies to prevent the existence of or appearance of undue commercial, financial, or other influences that may diminish the competency, impartiality, and integrity of the Natural Medicine Testing Facility's testing processes or results, or that may diminish public confidence in the competency, impartiality, and integrity of the Natural Medicine Testing Facility's testing processes or results. At a minimum, employees, owners or agents of a Natural Medicine Testing Facility who participate in any aspect of the analysis and results of a Sample are prohibited from improperly influencing the testing process, improperly manipulating data, or improperly benefiting from any on-going financial, employment, personal or business relationship with the Natural Medicine Business that provided the Sample.
- C. Transfer to unlicensed person prohibited. A Natural Medicine Testing Facility shall not transfer any Regulated Natural Medicine or Regulated Natural Medicine Product to a person who does not hold a Natural Medicine Testing Facility License or a Facilitator licensed by the Department of Regulatory Agencies under article 170 of title 12 in accordance with Rule 5005. Only a Natural Medicine Handler Licensee or Owner Licensee may receive Regulated Natural Medicine and Regulated Natural Medicine Product on behalf of a Natural Medicine Business.
- D. A violation of any test rule in this series of rules may be a Level I violation which is the highest severity violation under the penalty rules.

Basis and Purpose – 7015

The statutory authority for this rule includes but is not limited to sections 25-2.5-120, 44-50-102(1)(b), 44-50-102(1)(c), 44-50-102(4), 44-50-103(10), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-202(1)(f), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), 44-50-301(1), (2) and (4), and 44-50-404, C.R.S. The purpose of this Rule is to establish that a Natural Medicine Testing Facility is required to have both a License issued by the State Licensing Authority and a certification from the Colorado Department of Public Health and Environment before performing any tests on Natural Medicine. This rule further provides the potential consequences of a loss of the required certification and permits recertification.



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7015 – Certification Required

- A. All Natural Medicine Testing Facilities licensed by the State Licensing Authority must be certified by the Colorado Department of Public Health and Environment in each of the testing categories required by these Rules. *See Part 4, Regulated Natural Medicine Testing Program.* Natural Medicine Testing Facilities must be accredited to ISO/IEC 17025:2017 and have each test type the Natural Medicine Testing Facility performs included on that Facility’s scope of accreditation. ISO/IEC 17025 accreditation must be performed by an accrediting body that is ISO/IEC 17021-1:2015 accredited.
- B. Certification Suspension. If the Colorado Department of Public Health and Environment suspends a Natural Medicine Testing Facility’s certification to conduct required Regulated Natural Medicine test(s), the Licensee must immediately notify the Division and cease conducting any tests for which the Licensee has lost certification.
1. Upon notification that a Natural Medicine Testing Facility has lost certification to conduct required test(s) the State Licensing Authority may immediately suspend the Natural Medicine Testing Facility’s License in accordance with **Rule XXXX [Placeholder]**.
 2. Upon notification that the public health, safety, or welfare imperatively require emergency action, the State Licensing Authority may immediately suspend the Natural Medicine Testing Facility’s License in accordance with **Rule XXXX[Placeholder]**.
- C. Re-certification. A Natural Medicine Testing Facility must comply with Colorado Department of Public Health and Environment requirements in order to re-certify to conduct required testing. Upon re-certification, the Natural Medicine Testing Facility must notify the Division with written confirmation from the Department of Public Health and Environment that the Licensee is permitted to conduct required test(s) again.

Basis and Purpose – 7020

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-102(4), 44-50-103(10), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-202(1)(f), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), 44-50-301(1), (2) and (4), and 44-50-404, C.R.S. The purpose of this Rule is to establish minimum standard operating procedures a Natural Medicine Testing Facility must develop and maintain in compliance with these Rules.

7020 – Standard Operating Procedures

- A. A Natural Medicine Testing Facility must have Standard Operating Procedures. A Standard operating procedure manual must include, but is not limited to, procedures for:
1. Sample receiving;
 2. Sample accessioning;
 3. Sample storage;
 4. Identifying, rejecting, and reporting unacceptable Samples;



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5. Recording and reporting discrepancies during Sample receiving and accessioning;
6. Security of Samples, aliquots and extracts and records;
7. Validating a new or revised method prior to testing of Samples to include accuracy, precision, analytical sensitivity, analytical specificity (interferences), LOD, LOQ, and verification of the reportable range.
8. Sample preparation, including but not limited to, sub-sampling for testing, homogenization, and aliquoting Samples to avoid contamination and carry-over;
9. Sample archive retention to assure stability, as follows:
 - a. For Samples submitted for testing other than Pesticide contaminant testing, Sample archive retention for 14 days;
10. Disposal of Samples;
11. The theory and principles behind each assay;
12. Preparation and identification of reagents, standards, calibrators and controls and ensure all standards are traceable to National Institute of Standards of Technology (“NIST”);
13. Special requirements and safety precautions involved in performing assays;
14. Frequency and number of control and calibration materials;
15. Recording and reporting assay results;
16. Protocol and criteria for accepting or rejecting analytical procedure to verify the accuracy of the final report;
17. Pertinent literature references for each method;
18. Current step-by-step instructions with sufficient detail to perform the assay to include equipment operation and any abbreviated versions used by a testing analyst;
19. Acceptability criteria for the results of calibration standards and controls as well as between two aliquots or columns;
20. A documented system for reviewing the results of testing calibrators, controls, standards, and Sample results, as well as reviewing for clerical errors, analytical errors and any unusual analytical results and are corrective actions implemented and documented, and does the laboratory contact the requesting entity;
21. Policies and procedures to follow when Samples are requested for referral and testing by another certified Natural Medicine Testing Facility or an approved local state agency’s laboratory;



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22. Investigating and documenting existing or potential Nonconformances and implementing Corrective Actions and/or Preventive Actions;
23. Contacting the requesting entity about existing Nonconformances; and
24. Retesting or additional analyses of Samples, including but not be limited to, when it is appropriate to retest or perform an additional analysis of the Sample, when it is appropriate for the requesting entity to request retesting (e.g., after failing Pesticide testing for microbial testing on Regulated Natural Medicine).

Basis and Purpose – 7025

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-102(4), 44-50-103(10), 44-50-104(1) and (3), 44-50-202(1)(a), 44-50-202(1)(b), 44-50-202(1)(f), 44-50-203(1)(f), 44-50-203(1)(j), 44-50-203(2)(g)-(h), 44-50-301(1), (2) and (4), and 44-50-404, C.R.S. The purpose of this Rule is to establish the chain of custody requirements for licensed Natural Medicine Testing Facilities to document the condition in which Samples are received from Licensees and the entire chain of custody by the Natural Medicine Testing Facility.

7025 – Chain of Custody

- A. General Requirements. A Natural Medicine Testing Facility must establish an adequate chain of custody and Sample requirement instructions that must include, but are not limited to:
 1. Issue instructions for the minimum Sample requirements and storage requirements;
 2. Document the condition of the external package and integrity seals utilized to prevent contamination of, or tampering with, the Sample;
 3. Document the condition and amount of Sample provided at the time of receipt;
 4. Document all persons handling the original Sample, aliquots, and extracts;
 5. Document all Transfers of Samples, aliquots, and extracts referred to another certified Natural Medicine Testing Facility Licensee for additional testing or whenever requested by a client;
 6. Maintain a current list of authorized personnel and restrict entry to the laboratory to only those authorized;
 7. Secure the Licensed Premises during non-working hours;
 8. Secure short and long-term storage areas when not in use;
 9. Utilize a secured area to log-in and aliquot Samples;
 10. Ensure Samples are stored appropriately;
 11. Document the disposal of Samples, aliquots, and extracts; and



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12. Document the License number, Inventory Tracking System number, photograph(s), and the reason for rejection of Samples that were rejected to the Division within 7 days of Sample submission.

Basis and Purpose – 7030

The statutory authority for this rule includes but is not limited to sections 44-50-102(1)(b), 44-50-102(1)(c), 44-50-102(3), 44-50-103(10), 44-50-104(1), 44-50-104(3), 44-50-202(a), 44-50-202(b), 44-50-202(f), 44-50-203, 44-50-301(4), and 44-50-404, C.R.S. The purpose of this rule is to set clear expectations around the notification requirements that apply to a Natural Medicine Testing Facility in the event of a failed test.

7030 – Notification

- A. If Regulated Natural Medicine or Regulated Natural Medicine Product failed a contaminant microbial test, then the Natural Medicine Testing Facility must immediately:
 1. Notify the Natural Medicine Business that submitted the Sample for testing; and
 2. Report the failure in accordance with the inventory tracking reporting requirements in **Rule XXXX[Placeholder]**.

DRAFT RULES

FACILITATORS

DEPARTMENT OF REGULATORY AGENCIES

DEPARTMENT OF REGULATORY AGENCIES

Office of Natural Medicine Licensure

NATURAL MEDICINE LICENSURE RULES AND REGULATIONS

4 CCR 755-1

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

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1: GENERAL

1.1 Authority

These rules and regulations are adopted pursuant to the authority in sections 12-20-204 and 12-170-105(1)(a), C.R.S., and are intended to be consistent with the requirements of the State Administrative Procedure Act, sections 24-4-101, *et seq.*, C.R.S. (the "APA"), and the Natural Medicine Health Act of 2022 at sections 12-170-101, *et seq.* and 44-50-101, *et seq.*, C.R.S. (the "Practice Act").

1.2 Scope and Purpose

These rules and regulations shall govern the process to become licensed as a facilitator, to identify the requirements for approval of training programs for facilitators, and to identify the course content for training programs for facilitators in Colorado.

1.3 Applicability

These regulations are applicable to the requirements for obtaining and maintaining a license as a facilitator, for the practice of natural medicine facilitation, and for approval of educational programs in Colorado.

1.4 Definitions [RESERVED]

2: LICENSURE

A. Basis and Purpose

Section 2 of these Rules are intended to establish requirements for licensure as Facilitator, Clinical Facilitator, Distinguished Educator, and Training licensees.

B. Authority

Section 2 of these Rules are adopted pursuant to the authority in sections 12-20-204, 12-170-105(1)(a), and 24-4-103, C.R.S.

2.1 General Requirements for All Applicants

A. General Provisions. To be eligible to apply for any Facilitator license, an applicant must:

1. Be over the age of 21;

2. Provide proof of Basic Life Support or equivalent certification;
 3. Submit a complete application, in a manner approved by the Director; and
 4. Pay the application fee.
- B. In evaluating applications, the Director will assess applicants who have been convicted of felony offenses against persons or property, or those felony offenses involving fraud, dishonesty, moral turpitude, domestic violence, child/elder abuse, drug diversion of any controlled substance other than those drugs defined as “natural medicine”, or drug diversion involving “natural medicine” after November 30, 2022 consistently with the rehabilitation principles identified in sections 12-20-205 and 24-5-101, C.R.S. The Director will disregard any convictions that are barred from consideration by sections 12-20-404 and 12-30-121, C.R.S. . Examples of felony crimes that must be reported on an application include, but are not limited to, those felonies identified in Articles 3, 3.5, 4, 5, 6, 6.5, and 7 of Title 18 of the Colorado Revised Statutes and section 18-18-405, C.R.S. Convictions of corresponding felony offenses in another state or jurisdiction must be disclosed in applications.
- C. The applicant bears the burden of proof to establish that they are qualified for licensure.
- D. Any application not completed within one year of the date of receipt of the original application expires and will be purged.
- E. Application fees will not be refunded.
- F. Review of Applications.
1. The Director will review all applications and may request additional information, including verifications, if necessary. Upon review of a complete application, the Director may:
 - a. Approve the application and issue the appropriate license type;
 - b. Request the applicant take certain coursework on subjects that the applicant has not demonstrated competency for; or
 - c. Deny the application for licensure.
 2. If the Director authorizes licensure subject to conditions, and an applicant rejects the conditional terms, the offer for conditional licensure shall be deemed a denial of application.
 3. The Director may deny an application if the applicant:
 - a. Lacks the requisite substantially equivalent education, experience, or credentials for certification;
 - b. Has committed an act that would be grounds for disciplinary action under Article 170 of Title 12, C.R.S.; or
 - c. Has a pending disciplinary investigation or action in another jurisdiction.
 4. If the Director denies an application, the applicant has 60 days to request a hearing on the denial. If requested, the Director will file a notice of denial with the office of administrative courts to adjudicate the merits of the denial, in accordance with section 24-4-105, C.R.S.

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5. The Director may authorize an applicant to withdraw their application and waive the applicant's right to a hearing, if requested by the applicant.
- G. Education, Training, or Service Gained During Military Service
1. Basis: The authority for promulgation of these rules and regulations by the Director is set forth in sections 12-20-202, 12-20-204, 12-170-105(1)(a)(IV), and 24-4-201 *et seq.*, C.R.S.
 2. Purpose: The following rules and regulations have been adopted by the Director to implement the requirements set forth in section 12-20-202(4), C.R.S., and to otherwise streamline licensure for applicants with relevant military education, training, or experience, pursuant to section 24-4-201, *et seq.*, C.R.S.
 3. Credit for Military Education, Training, or Experience
 - a. An applicant for licensure may submit information about the applicant's education, training, or experience acquired during military service. It is the applicant's responsibility to provide timely and complete information for the Board's review.
 - b. In order to meet the requirements for licensure, such education, training, or experience must be substantially equivalent to the required qualifications that are otherwise applicable at the time the application is received by the Director.
 - c. The Director will determine, on a case-by-case basis, whether the applicant's military education, training, or experience meet the requirements for licensure.
 - d. Documentation of military experience, education, or training may include, but is not limited to, the applicant's Certificate of Release or Discharge from Active Duty (DD-214), Verification of Military Experience and Training (DD-2586), military transcript, training records, evaluation reports, or letters from commanding officers describing the applicant's practice.
 4. Military Experience as Demonstration of Continued Competency for Licensees
 - a. The practice of facilitation while an applicant is on active military duty shall be credited towards the requirements for demonstrating continued competency for facilitator licensure, reinstatement, or reactivation of a license.
 - b. Applicants with relevant military experience must otherwise comply with statutory requirements and the processes and requirements of Rule 2.1.
 5. Healing Center Affiliation
 - a. Healing centers are licensed by the Department of Revenue and are governed by the provisions of section 44-50-101 *et seq.*, C.R.S. and the implementing rules adopted by the Department of Revenue.
 - b. The license types of Facilitator and Clinical Facilitator are both considered to be full-scope license types and may practice facilitation in Colorado independently.
 - c. Distinguished Educator licensees and Student Facilitator licensees do not possess full-scope licensure, and cannot practice independently.
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2.2 Facilitator: Original Licensure

A. Scope of Practice

1. An individual holding a Facilitator license is authorized independently to provide natural medicine services to those participants for whom a safety screen demonstrating generally accepted standards of practice does not identify risk factors suggesting a need for involvement of a medical or behavioral health provider.
2. Individuals holding licensure or authorization to practice a profession that does not diagnose and treat medical or behavioral health conditions may become licensed as a Facilitator licensee. If an individual holds licensure or authorization to practice a profession which is otherwise inconsistent with the practice limitations of facilitation, may not practice both professions simultaneously, and therefore may become licensed as a Facilitator licensee. Inconsistencies could arise regarding, for example, limitations on supportive touch which would prohibit certain simultaneous secondary practice. Indigenous and religious practitioners who choose to engage in the regulated practice of facilitation and who do not otherwise qualify for licensure as a Clinical Facilitator, may apply for a Facilitator license.
3. Applicants need not hold any secondary licensure. Individuals who have successfully completed an Approved Training Program and hold such certification, and who meet the general requirements for applicants in Rule 2.1, are eligible to apply for a Facilitator license.
4. A Facilitator licensee may not independently engage in the “practice of medicine,” as defined by section 12-240-107, C.R.S., in conjunction with the administration of natural medicine.
5. A Facilitator licensee may not independently practice “psychotherapy,” as defined by section 12-245-202(14), C.R.S., in conjunction with the administration of natural medicine.
6. A Facilitator shall utilize a safety screen meeting generally accepted standards of practice. Without further action as outlined in this Section 2.2, a facilitator may not independently provide natural medicine services to participants if the safety screen identifies risk factors that suggest the need for involvement of a medical or behavioral health provider. This limitation does not apply to participants whose conditions are in remission.
7. Facilitator licensees may not provide natural medicine services to participants who are taking lithium or antipsychotic medications.
8. A Facilitator licensee may provide natural medicine services to participants with risk factors as referred to in paragraphs 2.2(A)(6) or the medications identified in paragraph 2.2(A)(7) , if the participant has received a referral for natural medicine services, has been provided medical clearance by the participant’s medical or behavioral health provider, or has engaged in consultation and risk review with a medical or behavioral health provider. The provider may be licensed in Colorado or in the participant’s state of residence, but must be licensed to diagnose and treat the participant’s physical or behavioral health condition(s) identified as a risk factor(s) by the safety screening. If applicable, the Facilitator must document and maintain reasonable evidence of such consultation and risk review, and if the consultation and risk review identifies heightened risk associated with a specific condition, the participant must work with the Facilitator to develop a safety plan, informed by the consultation and risk review, and provide written

informed consent to work with the Facilitator. A Facilitator may decline to provide Natural Medicine Services to a participant for any health or safety reason.

9. A Facilitator licensee must recommend in writing that any prospective participant who is taking a psychotropic medication identified as a risk factor on the safety screen should obtain applicable medical and behavioral health clearance from a physician (MD) or (DO), an Advanced Nurse Practitioner (APN), a Physician Assistant (PA), or a Clinical Facilitator with prescribing authority prior to administering natural medicine services. If the consultation and risk review identify heightened risk associated with a specific medication, the participant must work with the Facilitator to develop a safety plan, informed by the medical consultation and review, and provide written informed consent to work with the Facilitator. A Facilitator may decline to provide Natural Medicine Services to a participant for any health and safety reasons.

B. License Requirements and Qualifications

1. In addition to the general requirements for licensure identified in paragraph 2.1, to obtain a Facilitator license, an applicant must successfully complete:
 - a. An Approved Facilitator Training Program that includes, at a minimum, the curriculum mandated by the Director (see education requirements in Rule 4);
 - b. 40 hours of supervised practicum training in the facilitation of natural medicine; and
 - c. 50 hours of consultation.
2. In the alternative, an applicant may demonstrate to the Director that they are eligible for licensure through completion of accelerated training pursuant to Rule 2.4.
3. Applicants must apply to renew their license prior to expiration.

2.3 Facilitator: Endorsement via Occupational Credential Portability Program

- A. Pursuant to the Occupational Credential Portability Program under section 12-20-202(3), C.R.S., an applicant may apply for licensure as a Facilitator by endorsement in Colorado if the applicant is currently certified or otherwise licensed in good standing in another state or US territory or through the federal government, or holds a military occupational specialty, as defined in section 24-4-201, C.R.S., meets the general requirements for licensure set forth in Rule 2.1, and has submitted satisfactory proof under penalty of perjury that the applicant has either:

1. Education, experience, or credentials that are substantially equivalent to those required by Article 170 of Title 12, C.R.S.; or
2. Has held for at least one year a current and valid license as a Facilitator in a jurisdiction with a scope of practice that is substantially similar to the scope of practice for Facilitator licensees as specified in Article 170 of Title 12, C.R.S., and these rules.

2.4 Facilitator: Licensure via Accelerated Training (for Legacy Healers)

- A. Applicants who are former legacy healers, and who do not hold a license or other credential to practice facilitation, may apply for licensure through an accelerated training pathway. In addition to the general requirements for licensure set forth in Rule 2.1, all applicants must demonstrate that:

1. The applicant has substantially equivalent education, experience, or credentials that are required by Article 170 of Title 12, C.R.S., which experience includes facilitation for at least 40 participants; with at least 200 hours of experience conducting administration sessions; and occurring over a period of at least two years;
2. The applicant has not committed an act that would be grounds for disciplinary action under Article 170 of Title 12, C.R.S.;
3. The applicant has submitted an application on the current Director approved form and has paid the application fee.
4. The applicant has demonstrated completion of Basic Life Support certification or equivalent.
5. The applicant has demonstrated successful completion of the 25-hour module/educational coursework on Ethics and Colorado Natural Medicine Rules and Regulations, set forth in Rule 2.6 (D)(5).
6. In their discretion, the Director will consider all supporting information in their determination of applications.

2.5 Clinical Facilitator: Original Licensure

A. Scope of Practice

1. Clinical Facilitator licensees may provide natural medicine services to participants for the purpose of treating physical or behavioral/mental health conditions. A Clinical Facilitator licensee must hold current and active Colorado licensure in a profession that authorizes them to diagnose and treat physical or behavioral/mental health conditions.
2. A Clinical Facilitator licensee shall utilize a safety screen meeting generally accepted standards of practice. A Clinical Facilitator may only treat medical or behavioral health conditions that are appropriately treated within the scope of their secondary (non-facilitation) license. No licensee is authorized to practice outside of or beyond their area of training, experience, competence, or secondary (non-facilitation) licensure. A Clinical Facilitator who does not manage or treat a participant's physical or mental condition (including conditions such as cardiovascular disease, uncontrolled hypertension, diseases of the liver, seizure disorders, severe chronic medical illness, or terminal illness) must contact the participant's treating provider prior to providing natural medicine services unless good cause exists. For example, good cause exists if there is no treating provider or if the participant's treating provider is employed by or contracted with a government or private entity that prohibits the treating provider from providing clearance. Clinical Facilitator Licensees who do not prescribe lithium or antipsychotic medications within the scope of their secondary license may not independently provide natural medicine services to participants who are taking such medications, without clearance from, or a consultation and risk review with a medical or behavioral health provider practicing within their scope of practice.
3. Nothing in this rule prevents a Clinical Facilitator from providing natural medicine services to a participant with risk factors identified in the safety screen required by Rule 2.2(A)(6) that fall outside of the Clinical Facilitator's scope of practice for their secondary license, provided the participant has received a referral for natural medicine services by the participant's treating medical or behavioral health provider, or has engaged in consultation and risk review with a medical or behavioral health provider. The participant's provider may be licensed in Colorado or in the participant's state of

residence, but must be licensed to diagnose and treat the participant's physical or behavioral health condition(s) identified as risk factor(s) by a safety screen. If applicable, the Clinical Facilitator must document and maintain reasonable evidence of such consultation and risk review, and if the consultation and risk review identifies heightened risk associated with a specific condition, the participant must work with the Clinical Facilitator to develop a safety plan, informed by the consultation and risk review, and provide written informed consent to work with the Clinical Facilitator. A Clinical Facilitator may decline to provide Natural Medicine Services to a participant for any health or safety reason.

4. When clinically appropriate, Clinical Facilitator licensees may advise and collaborate with Facilitator Licensees to provide natural medicine services for participants with physical or behavioral health risk factors.
5. To the extent that a Clinical Facilitator licensee provides facilitation services to participants that also include services within the scope of practice of their secondary license, the Director recommends that any evaluation of the licensee's performance of services be assessed first within the context of generally accepted standards of practice for facilitation of natural medicine services.

B. Status of Secondary License for Clinical Facilitator Licensees

1. If an individual holds a Clinical Facilitator license and a license issued by the Colorado Medical Board, the State Board of Nursing, or Mental Health Boards (secondary license), and the individual allows their secondary license to expire, or if the secondary license is inactivated, the Clinical Facilitator licensee may no longer practice as a Clinical Facilitator and may not endorse themselves as such.
2. Any Clinical Facilitator licensee whose secondary license is restricted, revoked, suspended, or otherwise limited must report the disciplinary action to the Director within 30 days.

C. Applications

1. To obtain a Clinical Facilitator license, an applicant must demonstrate:
 - a. The applicant holds an active and valid license in Colorado to practice any of the following:
 - (1) (PSY) Psychologist, (LSW) Licensed Social Worker, (LCSW) Licensed Clinical Social Worker, (MFT) Marriage and Family Therapist, (LPC) Licensed Professional Counselor, or (LAC) Licensed Addiction Counselor; or
 - (2) Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), advanced practice nurse (APN), including Nurse Practitioner (NP), or Physician Assistant (PA).
 - b. Successful completion of a DORA Approved Facilitator Training Program, as set out in Rule 4, including 150 hours of didactic instruction, 40 hours of supervised practicum training in the facilitation of natural medicine, and 50 hours of consultation; and
 - c. The applicant meets the general requirements set forth in Rule 2.1.

- D. These requirements may be modified if an applicant meets the criteria for accelerated training set forth in Rule 2.4.
- E. Applicants must apply for renewal of license prior to expiration.
- F. Alternative Educational Programs.
 - 1. The Director may consider submission of successful completion of alternative educational programs or coursework in lieu of completion of the requirements set forth in the rules setting forth the required components for an Approved Facilitator Training Program. An applicant may petition the Director to consider such alternate educational coursework at the time of application, with submission of transcripts and any other descriptive course details as requested by the Director.

2.6 Clinical Facilitator: Accelerated Licensure

- A. Applicants who hold secondary licensure as a medical or mental health licensee, as defined in Rule 2.5(C)(1), may meet certain requirements of the Facilitator educational curriculum through their secondary licensure education.
- B. An applicant for a Clinical Facilitator license may petition the Director to consider any of their educational coursework and practice undertaken in the secondary field as substantially equivalent education or training, in lieu of completion of certain portions of an Approved Facilitator Training Program.
- C. The burden is on the applicant to demonstrate that their educational coursework and practice in their secondary field is substantially equivalent to the educational requirements of an Approved Facilitator Training Program.
- D. An applicant's complete application must include:
 - 1. All of the general requirements set out in Rule 2.1;
 - 2. Either successful completion of the didactic coursework from an Approved Facilitator Training Program or submission of successful completion of alternative coursework that is substantially equivalent;
 - 3. 40 hours of supervised practicum training in the facilitation of natural medicine;
 - 4. 50 hours of consultation; and
 - 5. A 25 hour module on Ethics and Colorado Natural Medicine, including education on:
 - a. Colorado's Facilitator Code of Ethics;
 - b. Ethical considerations relating to equity, privilege, bias and power;
 - c. Awareness of increased vulnerability associated with altered states of consciousness;
 - d. Appropriate use of touch and participant consent to physical contact including the development, in a preparation session, of a Touch Contract;
 - e. Appropriate emotional and sexual boundaries between facilitators and participants both during the provision of natural medicine services and at other

times, potential harm to participants, and consequences for facilitators of breaching those boundaries;

- f. Historical and contemporary abuse of power associated with natural medicine, including sexual, emotional, and physical abuse and implications for facilitators;
- g. Financial conflicts of interest and duties to participants;
- h. Ethical advertising practices;
- i. Providing accurate information about current research on efficacy of natural medicines and facilitator scope of practice;
- j. Reasonable expectations regarding client outcomes; and
- k. Training in Colorado Natural Medicine rules and regulation.

2.7 Distinguished Educator License

- A. **Basis and Purpose:** These rules have been adopted by the Director to specify standards related to the qualification and supervision of distinguished educator facilitators and to clarify application requirements for this license type.
- B. **Authority:** The authority for promulgation of these rules by the Director is set forth in sections 24-4-103, 12-20-204(1), and 12-170-105(1)(a) and (c), C.R.S.
- C. The Director recognizes that certain individuals have gained extensive experience or have otherwise gained noteworthy and recognized professional attainment in the field of natural medicine services. Individuals who are licensed in other jurisdictions, if such jurisdiction has a licensing procedure, or who are recognized as demonstrating significant professional achievement in another jurisdiction, may be granted a Distinguished Educator License to practice natural medicine services in Colorado, upon application to the Director in a manner determined by the Director, if the following conditions are met:
 - 1. The applicant has been invited by a natural medicine education program in this state to serve as a member of its academic faculty for the period of their appointment;
 - 2. The applicant's natural medicine practice is limited to that required by their academic position, the limitation is so designated on the license in accordance with the Director's procedure, and the natural medicine practice is also limited to healing centers or any other physical locations affiliated with the education program on which the applicant will serve as a faculty member;
- D. **Qualification Standards:** The Director may consider the following qualification standards in their evaluation of an applicant for a Distinguished Educator License:
 - 1. The applicant holds a current facilitator license in good standing in their home jurisdiction or in any other country.
 - 2. The applicant's facilitator education and training meets or exceeds the minimum educational requirements for Facilitator licensure in Colorado.
 - 3. The applicant holds a national or professional certification conferred by a national professional organization in the field of psychedelic medicine OR holds certification outside of the United States.

4. The applicant has undergone extensive clinical post-graduate training in facilitation.
 5. The applicant has demonstrated recent clinical experience by being actively and continuously involved in the practice of facilitation for at least a two year period immediately preceding the filing of the application and has demonstrated expertise that meets or exceeds the clinical skills required by the faculty position.
 6. The applicant has demonstrated teaching ability to include prior experience in an academic position, including other visiting professorships or professorships.
 7. The applicant has published peer-reviewed articles or noteworthy research in respected medical or scientific publications.
 8. The applicant's training, skills, talents or demonstrated experience as a teacher or mentor in natural medicines or in traditional or spiritual practices related to natural medicine facilitation will contribute uniquely to facilitator education in Colorado.
 9. The applicant demonstrates that they will continue to contribute uniquely to facilitator education in Colorado during the ensuing period of licensure.
 10. The applicant's other facilitator licenses and privileges are unrestricted and have not been subject to discipline by any licensing body or health care entity and the applicant is not under investigation by any licensing body or health care entity.
 11. The applicant is free from prior malpractice judgments, settlements, or their equivalent.
 12. The applicant should not have been convicted of any felony offenses against persons or property, or those involving fraud, dishonesty, moral turpitude, domestic violence, child/elder abuse, or drug diversion. Examples of such felony crimes include, but are not limited to, those felonies identified in Articles 3, 3.5, 4, 5, 6, 6.5, and 7 of Title 18 of the Colorado Revised Statutes and section 18-18-405, C.R.S. An applicant should not have been convicted of any corresponding felony offense in another state or jurisdiction. In considering applications from individuals with any of the identified felony convictions, the Director will apply rehabilitation principles identified in sections 12-20-205 and 24-5-101, C.R.S.
- E. Application Requirements: An applicant for licensure as a Distinguished Educator should submit, in addition to the requirements in Rule 2.1:
1. A description of the applicant's experience in their practice of facilitation, which may take the form of a CV but need not.
 2. A letter from the Director of a DORA Approved Facilitation Training Program on which the applicant will serve, identifying:
 - a. The applicant's proposed position, title, and term of appointment; and
 - b. What role the applicant will serve in.
 - c. The reasons recruitment outside Colorado for this position was or continues to be necessary, to include if salary was a motivating factor;
 - d. How the applicant will uniquely enhance or has uniquely enhanced Facilitator education in this state;

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- e. How the applicant meets or continues to meet the Qualification Standards defined in this Rule to be eligible for this license type; and
 - f. Additional information which would assist the Director in understanding the reason for this appointment.
 - 3. A biographical statement from the applicant, summarizing their qualifications to teach within their assigned subject matter. This statement should note the experience or qualifications of the instructor to provide educational instruction and/or student supervision. (Up to 500 words)
 - 4. Attestation of additional materials collected by the training program to verify the experience and skill of the instructor (including, but not limited to, personal narratives, client references, community references, or professional references).
- F. A Distinguished Educator License shall be in effect for a one-year term. Distinguished Educators must apply for renewal of their license annually.
- G. For a renewal applicant for a Distinguished Educator License, the applicant may provide continued satisfaction of the Qualification Standards defined in this Rule through submission of the following:
- 1. An updated description of their experience;
 - 2. An updated list of publications and teaching experience;
 - 3. Continued education; and
 - 4. Copies of the applicant's teaching evaluations or other program evaluations since the last renewal application.
 - 5. Renewal applicants are encouraged to seek full licensure as a Facilitator or Clinical Facilitator. Renewal applicants will be encouraged to provide detailed information for the applicant's plans to obtain Facilitator or Clinical Facilitator licensure, pursuant to Rules 2.4 or 2.5, respectively.
- H. A Distinguished Educator Licensee may only diagnose or treat medical or behavioral conditions if that individual also holds secondary licensure in Colorado, as identified in Rule 2.5(C)(1)(a).
- I. Performance of Natural Medicine Services by Distinguished Educator Licensees
- 1. A Distinguished Educator licensee may only perform facilitation in the context of training programs.
 - 2. A Distinguished Educator licensee may not accept payment or remuneration, other than their compensation from the educational institution, for facilitation services.
 - 3. A Distinguished Educator licensee is not authorized to provide facilitation services at a healing center that is not affiliated with an Approved Facilitator Training Program unless the Distinguished Educator works directly with another Facilitator or Clinical Facilitator.
- J. If a Distinguished Educator licensee becomes affiliated with another educational institution in Colorado, that licensee must notify DORA within 30 days on a DORA approved form. Such institution must also be an Approved Facilitator Training Program. This provision does not require a Distinguished Educator to notify DORA if they are affiliated with an educational institution that

does not provide facilitator training, nor does it require a Distinguished Educator to notify DORA of any facilitator training program affiliations outside of Colorado.

- K. If a Distinguished Educator licensee no longer works at the Approved Facilitator Training Program their license is associated with, their license shall expire.

2.8 Training License

- A. Any person training for licensure as either a Facilitator or Clinical Facilitator may do so for an aggregate period of up to two years under the authority of a Training license issued pursuant to these rules and without a license to practice facilitation issued pursuant to Rules 2.4 (Facilitator) or 2.5 (Clinical Facilitator).

- B. No applicant shall be granted a Training license unless the person meets the following criteria:

1. The applicant has completed all didactic education requirements of an Approved Facilitation Training Program;
2. The applicant has successfully completed Basic Life Support or equivalent training; and
3. The person is not otherwise eligible for or licensed to practice as a Facilitator or Clinical Facilitator licensee.

C Practicum Requirement

1. Following completion of didactic educational requirements, Training licensees must complete 40 hours of supervised practicum.
2. Training licensees must operate under the supervision of a facilitator licensed within the state in which the training is provided and associated with a DORA Approved Training Program of who is willing to supervise their work as a training licensee.
3. Training licensees must participate in and document regular meetings (virtual or in person) with their supervising facilitator.

D. Consultation Requirement

1. Following successful completion of all didactic and practicum requirements, Training licensees must engage in consultation with an individual experienced in the provision of natural medicine services for a minimum of 50 hours, over a six (6) month period.
2. Consultation may be provided virtually.
3. Consultation may be provided in groups of up to 10 Training licensees.
4. Consultants must maintain documentation contemporaneously within the consultation period to reflect expectations of the period. Training licensees must maintain documentation of supervision hours. Consultants must verify documentation of hours associated with consultation activities.
5. Consultation must include 10 hours of ethical discussion focused on ethical issues that arise in the licensee's work as facilitators.
6. Training licensees may charge for services they provide to participants during this 6-month consultation period.

7. Consultants should undertake case review of the training licensee's provision of natural medicine services.
8. Consultants must provide a structured evaluation addressing the following competencies assessed during the consultation period:
 - a. Non-directive approach: Training licensees use a largely non-directive approach, being guided by the participant's experience, offering support in service of an unfolding inner-directed process. If the participant has a largely inward process, the training licensee does not interrupt this process to discuss traumatic material. A participant is allowed to have a largely inward process.
 - b. Relational Boundaries and Use of Touch: Demonstrate knowledge of and initiate the use of healthy relational boundaries in psychedelic care contexts, including appropriate use of touch. Demonstrate healthy relational boundaries in psychedelic care contexts. Evaluate one's ability to maintain healthy relational boundaries in psychedelic care contexts. Demonstrate a knowledge of one's social identity as related to psychedelic care.
 - c. Cultural Competence: Articulate how one's social identity informs one's approach to psychedelic care. Demonstrate how one's social identity interacts with the care receiver's social identity. Evaluate one's integration of how knowledge of social identity informs one's practice of psychedelic care. Articulate awareness upon reflection when a care encounter intersects or does not intersect with elements of one's social-cultural identity. Demonstrate awareness in the moment when a care encounter intersects or does not intersect with elements of one's social-cultural identity.
 - d. Non-ordinary States of Consciousness: Describe one's beliefs about spirituality and/or religion or non-ordinary states of consciousness. Demonstrate how one's belief system may interact with the care participant's belief orientation when providing psychedelic care.
 - e. Self-Care: Demonstrate active self-care practices, encourage the consulting facilitator to suggest the use of alternative practices, and frequently inquire about self-care activities and their effects. The consultant should help a newly-licensed facilitator how to recognize and address compassion fatigue and vicarious trauma in themselves. Discussion of physical, mental, and spiritual impacts of facilitation on the newly-licensed facilitators.
 - f. Ethics: The training licensee engages in case review focused on ethical issues and engages on ethical decision-making as part of this review.
- E. A Training license will expire after two years of receipt, if the Training licensee fails to complete their training program.
- 2.9 Renewal, Reinstatement, Inactivation, Reactivation
- A. Renewal

The purpose of this Rule is to establish the qualifications and procedures for renewal of a license pursuant to sections 12-20-404(3), 12-20-202(1), 12-170-105(1)(a)(IV) and 12-170-105(1)(a)(II), C.R.S.

1. Facilitator and Clinical Facilitator Licensees:

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- a. Facilitator and Clinical Facilitator licensees must apply to renew their licenses, by completing a renewal application and paying the renewal fee.
 - b. A licensee shall have a sixty-day (60) grace period after the expiration of the license to renew such license without having to submit a reinstatement application. During this grace period, a delinquency fee will be charged for late renewals.
 - c. A licensee will be required on renewal to attest to completion of continuing education requirements set forth in Rule 5.4.
 - d. A licensee will be required on renewal to attest that they are free from prior malpractice judgments, civil settlements, or their equivalent.
 - e. A licensee who does not renew his or her license shall be ineligible to practice facilitation until such license is reinstated.
2. Distinguished Educator Licensees:
 - a. Distinguished Educator licensees must apply to renew their licenses every year, by completing a renewal application and paying the renewal fee.
 - b. As part of their renewal application, Distinguished Educator licensees must include:
 - (1) An updated curriculum vitae;
 - (2) An updated list of publications and teaching experience;
 - (3) Continued post-graduate education; and
 - (4) Copies of the applicant's teaching evaluations since the last renewal application.
 - c. Applicants for renewal of a Distinguished Educator license may be asked to attest to their continued eligibility for such a license, including but not limited to requirements regarding malpractice or civil actions, current teaching positions,
 - d. Distinguished Educator licensees may be asked to provide detailed information for their plan to obtain Colorado licensure as a Facilitator or Clinical Facilitator, as appropriate.
3. Training License
 - a. A Training license is not eligible for renewal.
- B. Reinstatement of an Expired License
1. Basis and Purpose and Authority.

The purpose of this Rule is to establish the qualifications and procedures for reinstatement of an expired license pursuant to sections 12-20-202, 12-20-404(3), 12-170-105(1)(a)(II), and 12-170-(105)(1)(a)(IV), C.R.S.

- a. An applicant seeking reinstatement of an expired license shall complete a reinstatement application and pay a reinstatement fee.
 - b. If the license has been expired for more than two (2) years an applicant must demonstrate “competency to practice” under section 12-20-202(2)(c)(II), C.R.S., as follows:
 - (1) A license from another state that is in good standing for the applicant where the applicant demonstrates active practice; or
 - (2) Proof of other education, experience or activities, as determined by the Director, on a case-by-case basis.
- C. Inactivation of an Active License
- 1. Any licensee whose Facilitator or Clinical Facilitator license is in good standing, and who does not have a pending investigation or disciplinary action, may inactivate their license by submitting a request to the Director.
- D. Reactivation of an Inactive License
- 1. Upon application, a licensee with an inactive Facilitator or Clinical Facilitator license may seek to reactivate their license.
 - 2. An applicant seeking to reactivate an inactive license must complete a reactivation application and pay a fee.
 - 3. If the license was inactivated for more than two (2) years, an applicant must demonstrate “competency to practice” under section 12-20-202(2)(c)(II), C.R.S., as follows:
 - a. A license from another state that is in good standing for the applicant where the applicant demonstrates active practice; or
 - b. Proof of other education, experience or activities, as determined by the Director, on a case-by-case basis.

3: EXPERIENCE AND EDUCATION REQUIREMENTS FOR FACILITATOR AND CLINICAL FACILITATOR LICENSEES

- 3.1 Education and Experience Requirements for Facilitator and Clinical Facilitator Licensees
- A. General requirements for Training Hours, Supervised Practicum Experience, and Consultation.
- 1. Except as specifically authorized in alternative pathways to licensure in Rules 2.3 (Facilitator: Endorsement via Occupational Credential Portability Program), 2.4 (Facilitator: Licensure via Accelerated Training (for Legacy Healers)), and 2.6 (Clinical Facilitator: Accelerated Licensure), applicants for licensure as a Facilitator or Clinical Facilitator must complete at least 150 hours of didactic instruction, at least 40 hours of supervised practicum experience, and at least 50 hours of consultation.
 - a. For training hours that are not conducted in person, at least 50 percent of the training hours shall be conducted using synchronous learning tools, that is,

instructor and learner must engage with the course content and each other at the same time, although from different locations.

3.2 Required Education and Training for Facilitator and Clinical Facilitator

A. Didactic Education - Curriculum Requirements

1. Applicants for Facilitator and Clinical Facilitator licenses must demonstrate that they have completed a DORA Approved Facilitator Training Program. If the Applicant has completed a DORA Approved Facilitator Training Program, the applicant may submit proof of successful completion of the program to meet this requirement.
2. Applicants for Facilitator and Clinical Facilitator licenses must demonstrate completion of didactic education consisting of a minimum of 150 hours of instruction, on the following topics:
 - a. Facilitator Best Practices (5 hours)
 - (1) Awareness of the facilitator's personal bias, including examination of the facilitator's motives and the potential issues surrounding transference and countertransference;
 - (2) Awareness of the "state of the field" in terms of research on natural medicines and how to present this information to participants in a way that is accurate and unbiased;
 - (3) Awareness of new research related to safety and ethics of providing psilocybin services and resources for professional development following program completion; and
 - (4) Appropriate measures to mitigate risks associated with psilocybin services, including harm reduction, de-escalation, and conflict resolution.
 - b. Ethics and Colorado Natural Medicine Rules and Regulations (25 hours)
 - (1) Colorado's Facilitator Code of Ethics;
 - (2) Ethical considerations relating to equity, privilege, bias, and power;
 - (3) Awareness of increased vulnerability associated with altered states of consciousness;
 - (4) Appropriate use of touch and participant consent to physical contact, including the development of a Touch Contract in preparation session;
 - (5) Financial conflicts of interest and duties to participants;
 - (6) Ethical advertising practices;
 - (7) Providing accurate information about current research on the efficacy of natural medicines and facilitator scope of practice;
 - (8) Reasonable expectations regarding client outcomes; and

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- (9) Training in Colorado Natural Medicine rules and regulations.
- c. Relation Boundaries and Introduction to Physical Touch (10 hours)
- (1) Defining and holding boundaries in the facilitation of natural medicines;
 - (2) Historical and contemporary abuse of power and boundary violations associated with natural medicine, including sexual, emotional, and physical abuse, and implications for facilitators;
 - (3) Appropriate emotional and sexual boundaries between facilitators and participants both during the provision of natural medicine services and at other times;
 - (4) Potential harm to participants for boundary and touch violations;
 - (5) Consequences for facilitators for breaching relation boundaries;
 - (6) Consequence for facilitators for breaching the touch contract;
 - (7) Active monitoring of client-facilitator boundaries, specifically boundaries related to consent and touch;
 - (8) Participant directed discussion of touch contract to address personalized boundaries around touch, limitations of capacity to request additional touch once natural medicine has been ingested, and the possibility of requesting a co-facilitator and/or videotaping of administration session; and
 - (9) Practical training and experience in an introduction to the appropriate use of touch during the facilitation of natural medicine.
- d. Physical and Mental Health and State (25 hours)
- (1) Training in therapeutic presence, including compassionate presence, client communication, openness, receptivity, groundedness, self-awareness, empathy, and rapport, including a non-directive facilitation approach, cultural attunement, and a nonjudgmental disposition;
 - (2) Response to psychological distress and creating a safe space for difficult emotional experiences;
 - (3) Training on how facilitators manage self-care;
 - (4) Identification and facilitation of a variety of subjective natural medicine experiences, including experiences related to physiological sensations, cognitive, emotional, and mystical states, and traumatic memories;
 - (5) Appropriate modes of intervention for mental health concerns, understanding when intervention is necessary, and when a client may need a higher level of care;

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- (6) Appropriate modes of intervention for physical health concerns, understanding when intervention is necessary, and when a client may need a higher level of care;
 - (7) Training in the use of Natural Medicines for chronic pain;
 - (8) Recognizing and addressing adverse medical and/or behavioral reactions and implementation of a safety plan when necessary;
 - (9) Scenario training for navigating challenging and unusual situations; and
 - (10) Models of substance abuse, addiction, and recovery.
- e. Drug Effects, Contraindications, and Interactions (5 hours)
- (1) Pharmacodynamics and pharmacokinetics of natural medicine;
 - (2) Physical reactions and side effects of natural medicine;
 - (3) Drug and supplement interaction;
 - (4) The metabolism of natural medicine;
 - (5) The primary effects and mechanisms of action of natural medicines on the brain; including connectivity in the brain and activation of serotonin receptors; and
 - (6) Awareness of medical, mental health, and pharmaceutical contraindications for natural medicine services.
- f. Introduction to Trauma Informed Care (10 hours)
- (1) Trauma-informed care, including the physiology of trauma, vicarious trauma, empathic stress, and compassion fatigue;
 - (2) Trauma-informed communication skills;
 - (3) Training in how to recognize when someone may be dissociation or going into a trauma response;
 - (4) Training in understanding sympathetic and parasympathetic nervous system response; and
 - (5) Role play scenarios focused on helping regulate when participants are in a traumatic stress response.
- g. Introduction to Suicide Risk (5 hours)
- (1) Understanding suicidality, suicidal ideation, self-injury, and models of assessing risk;
 - (2) Basics of suicide risk assessment;

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- (3) How to refer and/or seek emergency mental health services when suicide risk is severe; and
 - (4) Basics of creating a Mental Health Safety Plan.
- h. Indigenous, Social, and Cultural Considerations (10 hours)
- (1) Historical and indigenous modalities of preparation and use of natural medicines;
 - (2) Current and historical use of plant and fungal medicines in indigenous and Western cultures;
 - (3) Information about the practice of Curanderismo and traditional training for the use of natural medicines;
 - (4) The Controlled Substance Act and its effect on natural medicine services in indigenous and Western cultures and implications for facilitators;
 - (5) Cultural equity, its relationship to health equity, and social determinants of health;
 - (6) Racial justice, including the impact of race and privilege on health outcomes and the impact of systemic racism on individuals and communities;
 - (7) The impact of drug policy on individuals and communities, especially underrepresented, marginalized, and under-resourced communities;
 - (8) History of systemic inequity, including systemic inequity in the delivery of healthcare, mental health, and behavioral health services;
- Intergenerational trauma;
- (9) Understanding of how racial and cultural dynamics affect interactions between facilitator and participant; and
 - (10) Identification of the unique psychological, physical, and socio-cultural needs presented by persons with terminal illness and awareness of the appropriate knowledge, skills, and approach needed to provide safe facilitation to such persons in a manner consistent with client goals, values, heritage, and spiritual practices.
- i. Screening (5 hours)
- (1) Discussion of participant's reasons for seeking natural medicine services;
 - (2) Completion of the mandated screening form;
 - (3) How to conduct screening for pertinent physical and mental health concerns;

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- (4) Helping participants connect with different facilitators if needed; and
 - (5) Role play scenarios of screening sessions.
- j. Preparation (10 hours)
- (1) How to obtain informed consent;
 - (2) How to complete and collect participant information forms and intake interviews;
 - (3) Providing accurate information about current research on the efficacy of natural medicines and facilitator scope of practice;
 - (4) Discussion of the concept of trusting inner guidance, which may include discussion of topics such as Inner Healing Intelligence, Inner Genius, The Self, Wise Mind, Soul, or Spirit;
 - (5) Using intake and screening information to assist participants in identifying the benefits of referral to specialized treatment services;
 - (6) Discussion of the facilitator's role and the limits of the facilitator's scope of practice;
 - (7) Discussion of the state of scientific research for natural medicines and limitations of this research;
 - (8) Discussion of "set and setting," including environmental considerations for administration sessions such as lighting, sound, and temperature;
 - (9) Discussion of the reasonable expectations regarding client outcomes;
 - (10) Identification of participant safety concerns, including medical history, contraindicated medication, and psychological instability;
 - (11) Appropriate strategies to discuss facilitator safety concerns, including but not limited to identification of participant's support system;
 - (12) Determination of whether the participant should participate in the administration session;
 - (13) Participant directed discussion of a safety plan to address identified safety concerns and transportation plan for the administration session; and
 - (14) Historical and indigenous modalities of preparation for facilitation and administration of natural medicines.
- k. Administration (10 hours)
- (1) Dosing strategies and considerations, including the following:
 - (a) Experiential differences relating to differing dosages;

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- (b) Physiological considerations in relation to dosage;
 - (c) Delivery mechanisms of natural medicine; and
 - (d) Use of secondary doses.
- (2) Skills to help facilitators handle natural medicine material effectively, including the following:
 - (a) Hygiene while handling material; and
 - (b) Assessing material for potential spoilage, contamination, and other concerns.
 - (3) Effectively working with challenging behaviors during administration sessions, including the following:
 - (a) Unexpected client disclosures;
 - (b) Substance-induced psychosis; and
 - (c) Suicidality.
 - (4) Traumatic stress and its manifestation during natural medicine experiences and appropriate facilitator response, including the following:
 - (a) Trauma's relationship to the body;
 - (b) Repressed trauma emerging during natural medicine experience;
 - (c) Trauma and traumatic stress resulting from systemic oppression;
 - (d) Safety for trauma resolution and risks associated with re-traumatization; and
 - (e) Protocols ensuring facilitator safety and responding to emergencies.
 - (5) "Set and setting" environmental considerations for administration sessions, such as lighting, sound, and temperature.
 - (6) Completion of administration session, including implementation of transportation plan
- I. Integration (10 hours)
- (1) Training on how to conduct an integration session;
 - (2) Identification of appropriate resources that may assist participants with integration, including resources for:
 - (a) Interpreting feelings and emotions experienced during administration sessions;

- (b) Facilitation of positive internal and external changes; and
 - (c) Enhancement of existing supportive relationships;
 - (3) Identification of participant client safety concerns;
 - (4) Facilitator scope of practice; and
 - (5) Discussion of appropriate intervals between administration sessions and related safety concerns.
- m. Group Facilitation (10 hours)
- (1) Training in how to conduct groups, including proper ratios for participants and group facilitators;
 - (2) Special considerations regarding group administration of natural medicine, including understanding boundaries and touch between group members and between group members and facilitators;
 - (3) Skills required to facilitate natural medicine group sessions, including, but not limited to:
 - (a) Group preparation sessions;
 - (b) Group integration sessions; and
 - (c) Regulatory requirements for group facilitation;
 - I. Role play scenarios regarding navigation of challenging and unusual situations when facilitating groups.
- n. Facilitator Development and Self-Care (10 hours)
- (1) Facilitator self-care as a participant safety concern and facilitator ethical requirements;
 - (2) How to identify when a facilitator is not in a space to facilitate and what to do about it (including discussion of countertransference);
 - (3) How facilitators keep themselves safe while working with participants;
 - (4) How a facilitator can prepare themselves for facilitation; and
 - (5) How a facilitator can decompress after facilitation.

3.3 Facilitator Supervised Practice Requirements

A. Who may serve as a Supervisor

Until March 31, 2025, a supervisor must be affiliated with an Approved Training Program and may be licensed as a Facilitator, Clinical Facilitator, or Distinguished Educator. Individuals who are

servicing as supervisors prior to the Office of Natural Medicine's issuance of licenses must be eligible and qualified to seek licensure. The affiliation between an Approved Training Program and a supervisor may occur through an established relationship with a Healing Center or other affiliation, as determined by the Approved Training Program. As of March 31, 2025, all supervisors must hold licensure as a Facilitator, Clinical Facilitator, or Distinguished Educator.

B. Experience with non-ordinary states of consciousness

Programs must require students to complete supervised practice training that provides an opportunity to experience, facilitate, and observe the facilitation of non-ordinary states of consciousness.

C. Supervised in-person training – observers and assistants

Supervised practice may include in-person training where students can experience, observe, and assist in facilitating natural medicine services under the supervision of qualified training faculty. Supervised practice may also include placement at a practicum site where students can observe and assist in facilitation of natural medicine services under the supervision of a practicum site supervisor.

D. Practicum sites allowed

1. Any licensed Healing Center can serve as a practicum site. If a training program uses a Healing Center as a practicum site to satisfy the requirements of this rule, the training program shall notify the Program Director in a form and manner prescribed by the Program Director
2. A practicum site must obtain written participant consent prior to allowing a participant to be observed by practicum students and prior to sharing any participant information with practicum students or a training program. A practicum site must notify participants of the identity of the supervising facilitator.
3. The practicum site supervisor is primarily responsible for developing students' practicum skills and evaluating students' practicum performance, focusing on services with participants.

E. Substitutes for in-person training

Where supervised in-person training during natural medicine services is not available or accessible, supervised practice training may additionally include but is not limited to observation of taped facilitation sessions that were recorded with participants' consent, apprenticeship in a psychedelic peer support organization, role playing, and experience with altered states of consciousness that are not drug-induced, for example breath work, meditation or spiritual journeys.

F. Minimum Practicum Hours Required. Supervised practice training, otherwise referred to as a practicum, must include a minimum of 40 hours of supervised practice training, at least 30 hours of which is comprised of time spent in administration sessions.

Supervised practicum hours spent during administration sessions should be comprised of at least 30 hours of direct practice experience, in which students directly experience, co-facilitate, or observe participants or other trainees receiving natural medicine services or directly participate in alternative supervised practice activity as described in Rule 3.3(C). The remaining ten hours (minimum) may consist of consultation regarding the student's provision of natural medicine services in administration sessions.

- G. Except as authorized by subparagraph (E) of this Rule, all supervised practice training must be conducted in person.

4: APPROVED FACILITATOR TRAINING PROGRAMS

4.1 Requirements for Approval of Facilitator Training Programs

A. Authority.

The authority for adoption of these Rules is set forth in sections 12-20-204, 12-170-105(1)(a)(II)(B), 12-170-105(1)(a)(IV), and 12-170-105(1)(a)(V), C.R.S.

- B. Purpose: To specify procedures and criteria relating to the approval of Facilitator Training Programs, with the goals:

1. To promote and regulate educational processes that prepare graduates for safe and effective facilitation of natural medicine;
2. To provide criteria for the development and approval of new and established Approved Facilitator Training Programs; and
3. To provide procedures for the withdrawal of approval from Approved Facilitator Training Programs.

C. Purpose of Approval

1. To establish eligibility of graduates of approved programs to apply for facilitator licensure.
2. Following an approval of a training program by the Director, such training program shall be certified and authorized to provide facilitator training programs

D. Approval must be granted before coursework can commence.

1. An education program that wishes to receive approval under this rule must apply to the Office of Natural Medicine and receive approval before it begins offering classes.
2. The application materials must include course outlines for every training hour along with an explanation of how that course meets one of the course requirements described in this Rule and proposed program requirements for students to complete their practicum requirements. If the education program intends to offer consultation for newly-licensed facilitators, the application must also address the training program's plan to satisfy consultation requirements.
3. The application materials must include the time period within which students must complete the proposed training program.
4. When a program receives approval, the program may advertise:
 - a. That the education program has been approved by the Office of Natural Medicine to meet the training requirements of this rule, using the words "DORA Approved Facilitator Natural Medicine Training Program;" and
 - b. That those students who successfully complete the program will have met all of the training program/educational and experiential requirements for a Facilitator license under this Rule, other than basic life support.

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5. When a program receives approval, the program must advertise:
 - a. Transparent communication regarding all fees to be charged for the entirety of the training program, including costs for didactic study, supervised practice, any consultation fees, and whether the Approved Facilitator Training Program will pay the cost of a Training license for its students and/or the cost of a Facilitator or Clinical Facilitator licensure application fee at the completion of the student's training program.
 6. Pre-Approval.
 - a. Prior to official applications and approval, an education program that wishes to receive approval may submit a request for pre-approval by the Office of Natural Medicine.
 - b. Education programs that receive pre-approval may operate and offer courses based on Office of Natural Medicine pre-approval.
 - c. The pre-approval process will only be available while the Office of Natural Medicine establishes its approval process. Upon completion, the pre-approval process will end. No applicant shall have a right to utilize a pre-approval process following the Office of Natural Medicine's establishment of an approval process.
 - d. Applicants for pre-approval will be required to submit the same application fee and information.
- E. Standards for Approving an Approved Facilitator Training Program
1. All education programs must conform to generally accepted standards of education for facilitators.
 2. Any education program in this state desiring to receive approval from the Office of Natural Medicine for its program that prepares individuals for licensure as a natural medicine facilitator shall apply to the Office of Natural Medicine and submit evidence that it is prepared to carry out training curriculum that complies with the provision of Title 12, Article 170, C.R.S. and with rules adopted by the Office of Natural Medicine.
 3. Facilitator Training Program organization and administration:
 - a. The organization, administration and implementation of an Approved Facilitator Training Program must be consistent and compliant with the Natural Medicine Health Act, the Office of Natural Medicine's rules, regulations and policies, and state law. An Approved Facilitator Training Program's organization and administration must secure, maintain, and be able to document the existence of:
 - (1) For programs enrolling 50 or more students annually, a governing body that has legal authority to conduct an education and training program, determine general policy, and assure adequate financial support. For programs enrolling fewer than 50 students annually, a named Director that has legal authority to conduct an education and training program, determine general policy.
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- (2) Sufficient financial resources to fulfill its commitments to students and meet the training program's financial obligations.
 - (3) An organizational chart for the Approved Facilitator Training Program demonstrating the relationship of the program to the governing body administration and clearly delineating the lines of authority, responsibility, channels of communication and internal organization.
 - (4) Statements of mission, purpose, and outcome competencies for Office of Natural Medicine approval, established and biennial reviewed by the Approved Facilitator Training Program.
 - (5) Standards for recruitment, advertising, and refunding tuition and fees, which must be consistent with generally accepted standards and applied by the governing body.
 - (6) Student policies that are accurate, accessible to the public, non-discriminatory, and consistently applied.
 - (7) A plan demonstrating how the program will support student behavioral and physical health, learning, equitable access, career advisement, and provide disability accommodations.
 - (8) Records for all written complaints about the Approved Facilitator Training Program and how the program addressed each complaint, which must be available for public and Office of Natural Medicine review.
 - (9) Teaching and learning environment conducive to student learning.
4. Faculty Composition: The composition of faculty at an Approved Facilitator Training Program must include, at a minimum:
 - a. The number of faculty sufficient to prepare the students to achieve the objectives of the Approved Facilitator Training Program and to ensure participant safety.
 - b. There must be a minimum of two faculty for an Approved Facilitator Training Program, one of whom may be a licensed Facilitator and one of whom may be the director of the Approved Facilitator Training Program. On and after January 1, 2026, each Approved Facilitator Training Program must have at least one licensed Facilitator or Clinical Facilitator.
 - c. There must be a sufficient number of faculty for each specialty area to provide adequate supervision to students.
 5. Director of each Approved Facilitator Training Program

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- a. Each Approved Facilitator Training Program must have a director with the following responsibilities:
 - (1) Insuring and documenting the Approved Facilitator Training Program compliance with the Natural Medicine Health Act, the Office of Natural Medicine's rules and regulations, and all other state laws and regulations.
 - (2) Providing a current written job description to the Office of Natural Medicine for all faculty positions.
 - (3) Developing and coordinating the use of educational facilities and practicum resources.
 - (4) Identifying and advocating for services needed by students in the Approved Facilitator Training Program.
 - (5) Acting as liaison with the Office of Natural Medicine.
 - (6) Developing and maintaining ongoing relationships within the community, including fostering the Approved Facilitator Training Program's responsiveness to community/employer needs.
 - (7) The director of each Approved Facilitator Training Program remains responsible for the above duties, even if they delegate those duties to another person.
 - b. The director of the Approved Facilitator Training Program must possess the following qualifications:
 - (1) An active, unencumbered license to practice as a Facilitator or an active, unencumbered secondary professional license that would qualify for eligibility, pursuant to Rule 2.5(c)(1)(a), for licensure as a Clinical Facilitator in Colorado; and
 - (2) Documented knowledge and skills related to teaching adults, teaching methodology, curriculum development, and curriculum evaluation.
6. Facilitator Training and Educational Program Curriculum
- a. Programs should include content fundamental to the knowledge and skills required for the preparation, administration, and integration of natural medicine with participants.
 - b. The curriculum offered in an Approved Facilitator Training Program should be developed to:
 - (1) Reflect consistency between the mission, outcomes, curriculum design, course progression, and learning outcomes of the Approved Facilitator Training Program.
 - (2) Be organized and sequenced logically to facilitate learning; and
 - (3) Include 150 course hours of instruction.

F. Curriculum Requirements

1. Approved Facilitator Training Programs must offer coursework of at least 150 hours, on the following topics:
 - a. Facilitator Best Practices (5 hours)
 - (1) Awareness of the facilitator's personal bias, including examination of the facilitator's motives and the potential issues surrounding transference and countertransference;
 - (2) Awareness of the "state of the field" in terms of research on natural medicines and how to present this information to participants in a way that is accurate and unbiased;
 - (3) Awareness of new research related to safety and ethics of providing psilocybin services and resources for professional development following program completion; and
 - (4) Appropriate measures to mitigate risks associated with psilocybin services, including harm reduction, de-escalation, and conflict resolution.
 - b. Ethics and Colorado Natural Medicine Rules and Regulations (25 hours)
 - (1) Colorado's Facilitator Code of Ethics;
 - (2) Ethical considerations relating to equity, privilege, bias, and power;
 - (3) Awareness of increased vulnerability associated with altered states of consciousness;
 - (4) Appropriate use of touch and participant consent to physical contact, including the development of a Touch Contract in preparation session;
 - (5) Financial conflicts of interest and duties to participants;
 - (6) Ethical advertising practices;
 - (7) Providing accurate information about current research on the efficacy of natural medicines and facilitator scope of practice;
 - (8) Reasonable expectations regarding client outcomes; and
 - (9) Training in Colorado Natural Medicine rules and regulations.
 - c. Relation Boundaries and Introduction to Physical Touch (10 hours)
 - (1) Defining and holding boundaries in the facilitation of natural medicines;
 - (2) Historical and contemporary abuse of power and boundary violations associated with natural medicine, including sexual, emotional, and physical abuse, and implications for facilitators;

- (3) Appropriate emotional and sexual boundaries between facilitators and participants both during the provision of natural medicine services and at other times;
- (4) Potential harm to participants for boundary and touch violations;
- (5) Consequences for facilitators for breaching relation boundaries;
- (6) Consequence for facilitators for breaching the touch contract;
- (7) Active monitoring of client-facilitator boundaries, specifically boundaries related to consent and touch;
- (8) Participant directed discussion of touch contract to address personalized boundaries around touch, limitations of capacity to request additional touch once natural medicine has been ingested, and the possibility of requesting a co-facilitator and/or videotaping of administration session; and
- (9) Practical training and experience in an introduction to the appropriate use of touch during the facilitation of natural medicine.

d. Physical and Mental Health and State (25 hours)

- (1) Training in therapeutic presence, including compassionate presence, client communication, openness, receptivity, groundedness, self-awareness, empathy, and rapport, including a non-directive facilitation approach, cultural attunement, and a nonjudgmental disposition;
- (2) Response to psychological distress and creating a safe space for difficult emotional experiences;
- (3) Training on how facilitators manage self-care;
- (4) Identification and facilitation of a variety of subjective natural medicine experiences, including experiences related to physiological sensations, cognitive, emotional, and mystical states, and traumatic memories;
- (5) Appropriate modes of intervention for mental health concerns, understanding when intervention is necessary, and when a client may need a higher level of care;
- (6) Appropriate modes of intervention for physical health concerns, understanding when intervention is necessary, and when a client may need a higher level of care;
- (7) Training in the use of Natural Medicines for chronic pain;
- (8) Recognizing and addressing adverse medical and/or behavioral reactions and implementation of a safety plan when necessary;
- (9) Scenario training for navigating challenging and unusual situations; and

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- (10) Models of substance abuse, addiction, and recovery.

 - e. Drug Effects, Contraindications, and Interactions (5 hours)
 - (1) Pharmacodynamics and pharmacokinetics of natural medicine;
 - (2) Physical reactions and side effects of natural medicine;
 - (3) Drug and supplement interaction;
 - (4) The metabolism of natural medicine;
 - (5) The primary effects and mechanisms of action of natural medicines on the brain; including connectivity in the brain and activation of serotonin receptors; and
 - (6) Awareness of medical, mental health, and pharmaceutical contraindications for natural medicine services.

 - f. Introduction to Trauma Informed Care (10 hours)
 - (1) Trauma-informed care, including the physiology of trauma, vicarious trauma, empathic stress, and compassion fatigue;
 - (2) Trauma-informed communication skills;
 - (3) Training in how to recognize when someone may be dissociation or going into a trauma response;
 - (4) Training in understanding sympathetic and parasympathetic nervous system response; and
 - (5) Role play scenarios focused on helping regulate when participants are in a traumatic stress response.

 - g. Introduction to Suicide Risk (5 hours)
 - (1) Understanding suicidality, suicidal ideation, self-injury, and models of assessing risk;
 - (2) Basics of suicide risk assessment;
 - (3) How to refer and/or seek emergency mental health services when suicide risk is severe; and
 - (4) Basics of creating a Mental Health Safety Plan.

 - h. Indigenous, Social, and Cultural Considerations (10 hours)
 - (1) Historical and indigenous modalities of preparation of natural medicines;
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- (2) Current and historical use of plant and fungal medicines in indigenous and Western cultures;
 - (3) Information about the practice of Curanderismo and traditional training for the use of natural medicines;
 - (4) The Controlled Substance Act and its effect on natural medicine services in indigenous and Western cultures and implications for facilitators;
 - (5) Cultural equity, its relationship to health equity, and social determinants of health;
 - (6) Racial justice, including the impact of race and privilege on health outcomes and the impact of systemic racism on individuals and communities;
 - (7) The impact of drug policy on individuals and communities, especially underrepresented, marginalized, and under-resourced communities;
 - (8) History of systemic inequity, including systemic inequity in the delivery of healthcare, mental health, and behavioral health services;
 - (9) Intergenerational trauma;
 - (10) Understanding of how racial and cultural dynamics affect interactions between facilitator and participant; and
 - (11) Identification of the unique psychological, physical, and socio-cultural needs presented by persons with terminal illness and awareness of the appropriate knowledge, skills, and approach needed to provide safe facilitation to such persons in a manner consistent with client goals, values, heritage, and spiritual practices.
- i. Screening (5 hours)
- (1) Discussion of participant's reasons for seeking natural medicine services;
 - (2) Completion of the mandated screening form;
 - (3) How to conduct screening for pertinent physical and mental health concerns;
 - (4) Helping participants connect with different facilitators if needed; and
 - (5) Role play scenarios of screening sessions.
- j. Preparation (10 hours)
- (1) How to obtain informed consent;
 - (2) How to complete and collect participant information forms and intake interviews;

- (3) Providing accurate information about current research on the efficacy of natural medicines and facilitator scope of practice;
- (4) Discussion of the concept of trusting inner guidance, which may include discussion of topics such as Inner Healing Intelligence, Inner Genius, The Self, Wise Mind, Soul, or Spirit;
- (5) Using intake and screening information to assist participants in identifying the benefits of referral to specialized treatment services;
- (6) Discussion of the facilitator's role and the limits of the facilitator's scope of practice;
- (7) Discussion of the state of scientific research for natural medicines and limitations of this research;
- (8) Discussion of "set and setting," including environmental considerations for administration sessions such as lighting, sound, and temperature;
- (9) Discussion of the reasonable expectations regarding client outcomes;
- (10) Identification of participant safety concerns, including medical history, contraindicated medication, and psychological instability;
- (11) Appropriate strategies to discuss facilitator safety concerns, including but not limited to identification of participant's support system;
- (12) Determination of whether the participant should participate in the administration session;
- (13) Participant directed discussion of a safety plan to address identified safety concerns and transportation plan for the administration session; and
- (14) Historical and indigenous modalities of preparation for facilitation and administration of natural medicines.

k. Administration (10 hours)

- (1) Dosing strategies and considerations, including the following:
 - (a) Experiential differences relating to differing dosages;
 - (b) Physiological considerations in relation to dosage;
 - (c) Delivery mechanisms of natural medicine; and
 - (d) Use of secondary doses.
- (2) Skills to help facilitators handle natural medicine material effectively, including the following:
 - (a) Hygiene while handling material; and

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- (b) Assessing material for potential spoilage, contamination, and other concerns.
 - (3) Effectively working with challenging behaviors during administration sessions, including the following:
 - (a) Unexpected client disclosures;
 - (b) Substance-induced psychosis; and
 - (c) Suicidality.
 - (4) Traumatic stress and its manifestation during natural medicine experiences and appropriate facilitator response, including the following:
 - (a) Trauma's relationship to the body;
 - (b) Repressed trauma emerging during natural medicine experience;
 - (c) Trauma and traumatic stress resulting from systemic oppression;
 - (d) Safety for trauma resolution and risks associated with re-traumatization; and
 - (e) Protocols ensuring facilitator safety and responding to emergencies.
 - (5) "Set and setting" environmental considerations for administration sessions, such as lighting, sound, and temperature.
 - (6) Completion of administration session, including implementation of transportation plan.
- I. Integration (10 hours)
- (1) Training on how to conduct an integration session;
 - (2) Identification of appropriate resources that may assist participants with integration, including resources for:
 - (a) Interpreting feelings and emotions experienced during administration sessions;
 - (b) Facilitation of positive internal and external changes; and
 - (c) Enhancement of existing supportive relationships;
 - (3) Identification of participant client safety concerns;
 - (4) Facilitator scope of practice; and
 - (5) Discussion of appropriate intervals between administration sessions and related safety concerns.

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- m. Group Facilitation (10 hours)
 - (1) Training in how to conduct groups, including proper ratios for participants and group facilitators;
 - (2) Special considerations regarding group administration of natural medicine, including understanding boundaries and touch between group members and between group members and facilitators;
 - (3) Skills required to facilitate natural medicine group sessions, including, but not limited to:
 - (a) Group preparation sessions;
 - (b) Group integration sessions; and
 - (c) Regulatory requirements for group facilitation;
 - (4) Role play scenarios regarding navigation of challenging and unusual situations when facilitating groups.

 - n. Facilitator Development and Self-Care (10 hours)
 - (1) Facilitator self-care as a participant safety concern and facilitator ethical requirements;
 - (2) How to identify when a facilitator is not in a space to facilitate and what to do about it (including discussion of countertransference);
 - (3) How facilitators keep themselves safe while working with participants;
 - (4) How a facilitator can prepare themselves for facilitation; and
 - (5) How a facilitator can decompress after facilitation.
2. The requirements listed in these rules are minimum requirements. Nothing in these rules precludes an educational program from offering additional modules or hours of instruction.

G. Approved Facilitator Training Program Documentation

- 1. All Approved Facilitator Training Programs must maintain records and, if requested, submit them to the Office of Natural Medicine, on the following:
 - a. The Approved Facilitator Training Program must provide for a system of permanent records and reports essential to the operation of the Approved Facilitator Training Program, including:
 - (1) Current and final official records for students;

- (2) Current records of Approved Facilitator Training Program activities such as minutes and reports; and
 - (3) Faculty records that demonstrate compliance with faculty qualification requirements identified in Rule 4.1(E)(4).
 - b. The Approved Facilitator Training Program must submit a biennial report to the Office of Natural Medicine on its authorized form.
 - c. To the extent practicable, data from Approved Training Programs shall be anonymized to avoid disclosure of individual student data.
 2. All Approved Facilitator Training Programs must provide clear documentation to all applicants regarding their fees for training, including whether the Approved Facilitator Training Program will pay the cost of a Training license for its students and/or the cost of a Facilitator or Clinical Facilitator licensure application fee at the completion of the student's training program.
 3. Self-Evaluation of Education Programs

An Approved Facilitator Training Program must develop, undertake, and document its own internal evaluations. Evaluations must occur on a periodic basis, include input from students and the community, and evidence relevant decision-making. The Approved Facilitator Training Program must have a written systematic plan for evaluation of:

 - a. Organization and administration of the Approved Facilitator Training Program;
 - b. Approved Facilitator Training Program mission;
 - c. Performance of the Director of the Approved Facilitator Training Program;
 - d. Faculty performance;
 - e. Curriculum objectives and outcomes;
 - f. Adherence to program requirements; and
 - g. Measurement of program outcomes, including performance of graduates.
 4. If a student seeks to transfer from one program to another, the Approved Facilitator Training Program is required to assess coursework completed by the student at their prior approved training program or an accredited institution of higher education. So long as the student has successfully completed education that is substantially equivalent to the training module offered by the new education program, the new program may allow the student to transfer those completed hours, credits or equivalent education

H. Enrollment Limits

The Office of Natural Medicine may limit the number of students admitted to an Approved Facilitator Training Program. In making this determination, the Office of Natural Medicine may consider factors, including, but not limited to: the number of qualified faculty, adequate educational facilities and resources, and the availability of relevant practicum learning experiences.

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- I. Continued Approval of Approved Facilitator Training Programs
1. Regular periodic surveys for continued approval may be conducted by the Office of Natural Medicine. Such surveys shall occur no less than once every two years.
 2. Approval of any training program may be continued by the Office of Natural Medicine, provided the standards of the Office are met, as set forth in these rules.
 3. The Office of Natural Medicine's action regarding program review must be sent to the governing body, if applicable, and the Director of the education program with recommendations, to the extent that recommendations are made.
 4. The education program may be visited at times other than regularly-scheduled survey visits, if the Office of Natural Medicine determines it necessary to do so.
 5. Major program revisions must be reported to the Office of Natural Medicine for approval. Major program revisions include, but are not limited to:
 - a. major changes in program goals;
 - b. The number of hours required for successful completion of the program;
 - c. Change in required clinical practice hours; or
 - d. Either an increase or decrease of twenty-five percent or greater in student numbers admitted, types of students, admission times, and progression options.
- J. Withdrawal of Full Approval of an Approved Facilitator Training Program
1. The governing body, if applicable, and the Director of an education program must be notified in writing if the requirements of the statute and the standards set forth in this Rule are not fulfilled. Following a decision to place an Approved Facilitator Training Program on conditional approval or to otherwise withdraw full approval, the Office of Natural Medicine must notify the governing body, if applicable, and the Director, in writing, of specific deficiencies.
 2. The education program will be given thirty (30) days from the date of the letter to respond to any deficiencies. The Office of Natural Medicine will review the response and will make a determination to continue approval of the education program or to withdraw approval. If the Office of Natural Medicine needs additional information, it may request it from the education program or conduct further investigation.
 3. The education program has ninety days from the date of the Office of Natural Medicine's notice of deficiency to provide written documentation that the deficiencies have been corrected or to provide a written plan of correction. For good cause shown, the Office of Natural Medicine may allow an education program additional time.
 4. After consideration of available information, the Office of Natural Medicine may determine that an Approved Facilitator Training Program's full approval should be withdrawn and the education program be closed, or that the education program should be placed on conditional approval, for any of the following reasons:
 - a. The Approved Facilitator Training Program does not meet or comply with all the provisions contained in the Natural Medicine Health Act, the Office of Natural Medicine's rules and regulations, or other state laws or regulations.
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- b. The Approved Facilitator Training Program has provided to the Office of Natural Medicine misleading, inaccurate, or falsified information to obtain or maintain full approval.
 - c. The Approved Facilitator Training Program has a program non-completion average which falls below seventy-five percent for eight consecutive quarters.
5. Conditional Approval
- a. If the Office of Natural Medicine determines that an education program should be placed on conditional approval, the education program must submit status reports, on a schedule determined by the Office of Natural Medicine, related to the status of correction of the identified deficiencies.
 - b. If an education program with conditional approval does not correct its deficiencies or meet the required conditions within the time period established by the Office of Natural Medicine, the Office of Natural Medicine may withdraw the education program's conditional approval.
 - c. Students who are certified as having completed an education program from an Approved Training Program on conditional status may submit an application for licensure, which will be reviewed on a case-by-case basis by the Director.
6. Appeal Rights
- a. Decisions of the Office of Natural Medicine to withdraw full approval or to offer conditional approval are subject to the Administrative Procedure Act, at section 24-4-105, C.R.S.
7. Any Approved Facilitator Training Program that loses full approval must inform all enrolled students and applicants of a change in the program's approval status within two weeks of the date of the change in status.
- a. Students who are certified as having completed an education program from a training program that has lost full approval may submit an application for licensure, which will be reviewed on a case-by-case basis by the Director.
- K. Restoration of Full Approval to an Approved Facilitator Training Program
- 1. Upon satisfactory completion of all requirements to correct its deficiencies, an Approved Facilitator Training Program may petition the Office of Natural Medicine to restore its status to full approval. The education program must demonstrate compliance with the Natural Medicine Health Act, the Office of Natural Medicine's rules and regulations, and all other state statutes and regulations.
 - 2. If the Office of Natural Medicine does not restore full approval, the Approved Facilitator Training Program may petition the Office for an extension of conditional approval status not to exceed one year. As part of its petition, the Approved Facilitator Training Program must submit a corrective action plan that includes a time table to correct the identified deficiencies.
 - 3. If a program loses full approval, it must apply to the Office of Natural Medicine to restore full approval. If a program loses conditional approval, it must apply to the Office of Natural Medicine to obtain authority to begin accepting students.
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- L. Denial or Withdrawal of Approval of an Approved Facilitator Training Program
 - 1. An Approved Facilitator Training Program has the ability to seek review of decisions regarding full and conditional approval pursuant to the Administrative Procedure Act, section 24-4-105, C.R.S.
 - 2. If the Office of Natural Medicine denies an application for program licensure, the applicant has 60 days to request a hearing on the denial or withdrawal. If requested, the Office of Natural Medicine will file a notice of denial with the office of administrative courts to adjudicate the merits of the denial or withdrawal, in accordance with section 24-4-105, C.R.S.
- M. Voluntary Closures of an Approved Facilitator Training Program
 - 1. Approved Facilitator Training Programs desiring to close shall notify the Office of Natural Medicine, in writing, at least six months prior to the date of closing.
 - 2. As part of the notification of closure required in Rule 4.1(M)(1), the Approved Facilitator Training Program shall submit a plan assuring for a smooth transition and the equitable treatment of students affected by the program closure.
 - 3. When the governing body of an Approved Facilitator Training Program changes, the new governing body shall notify the Office of Natural Medicine within thirty days and comply or maintain compliance with the Natural Medicine Health Act, the Office of Natural Medicine's rules and regulations, and all other state laws and regulations.
 - 4. Students who are certified as having completed an education program from an Approved Training Program that has voluntarily closed may submit an application for licensure, which will be reviewed on a case-by-case basis by the Director.

4.2 Maintaining Approved Status

Educational programs must comply with the requirements specified in these rules to maintain approved status.

4.3 Alternate Language for institutions seeking approval of training programs

- A. Any education program in this state desiring to receive from the Office of Natural Medicine approval of its educational program that prepares individuals for licensure as a facilitator shall apply to the Office of Natural Medicine and submit evidence that it is prepared to carry out an educational program that complies with the provisions of Rule 4.1.

5: REQUIREMENTS FOR ALL LICENSEES

5.1 Change of Name and Address

- A. Basis and Purpose and Authority.

The purpose of this Rule is to provide licensees and staff with clear guidance regarding a licensee's address of record for the Department's purposes.

The authority for adoption of these Rules is set forth in sections 12-20-204(1), 12-170-105, and 24-4-103, C.R.S.

- B. The licensee shall inform the Department in a clear, explicit, and unambiguous written statement of any name, address, telephone, or email change within thirty days of the change. The Department will not change a licensee's information without explicit written notification from the licensee.
1. The Department maintains one contact address for each licensee, regardless of the number of licenses the licensee may hold.
 2. Address change requests for some, but not all communications, or for confidential communications only, are not accepted.
- C. The Department requires a copy of one of the following forms of documentation to correct or change a licensee's name or social security number or individual taxpayer identification number:
1. Marriage license;
 2. Divorce decree;
 3. Court order;
 4. Documentation from the Internal Revenue Service verifying the licensee's valid individual taxpayer identification number; or
 5. Driver's license or social security card with a second form of identification may be acceptable at the discretion of the Department.

5.2 Reporting Criminal Convictions or Judgments

A. Basis and Purpose and Authority.

This Rule establishes the requirements for licensees to report criminal convictions or judgments.

This Rule is promulgated pursuant to sections 12-20-204, 12-170-105(1), and 12-170-109, C.R.S.

B. A licensee shall inform the Director in writing within thirty days of any of the following events:

1. The conviction of, the entry of a guilty plea or nolo contendere of the licensee to a felony as articulated in section 12-170-109(1)(b), C.R.S.;
2. Any adverse action that has been taken against the licensee by another licensing agency in another state or country, a peer review body, a healing center, a health-care institution, a professional society or association, a governmental agency, a law enforcement agency, or a court for acts or conduct that would constitute grounds for disciplinary or adverse action as described in this article 170;
3. The surrender of a license or other authorization to practice facilitation or the provision of natural medicine services in another state or jurisdiction or the surrender of membership on any healing center or other authorized health care institution's staff or in any professional association or society while under investigation by any of those authorities or bodies for acts or conduct similar to acts or conduct that would constitute grounds for action as described in this article 170;

5.3 Records Retention

A. Basis and Purpose and Authority.

This Rule establishes requirements for licensees to maintain participant records.

This Rule is promulgated pursuant to sections 12-20-204, 12-170-105(1)(a), and 12-170-109, C.R.S.

- B. All licensed facilitators must complete and retain records for every participant to whom they provide natural medicine services. Records must be retained for three years after natural medicine services are rendered. If a facilitator is affiliated with a healing center, and the healing center retains a copy of the participants records, then the facilitator need not keep a copy.

5.4 Continuing Education Requirements

- A. Basis and Purpose and Authority.

This Rule establishes requirements for licensees to undertake continuing education.

This Rule is promulgated pursuant to sections 12-20-204, 12-170-105(1)(a), and 12-170-109, C.R.S.

- B. Facilitators must maintain active certification in Basic Life Support training.
- C. Every year a Facilitator and Clinical Facilitator licensees must complete a minimum of twenty (20) hours of continuing professional education related to the delivery of natural medicine services, including at least five (5) hours of ethics education.
- D. Licensees may satisfy continuing education requirements through attendance at workshops, seminars, symposia, colloquia, invited speaker sessions, institutes, or scientific or professional programs offered at meetings of local, state, regional, national, or international professional or scientific organizations. The activities completed pursuant to this Rule 5.4(C) may include online continuing education. Up to three hours of the required 20 hours of continuing education may be accrued from attendance at nonaccredited programming or through bona-fide facilitator peer support groups that otherwise meets the requirements of this Rule 5.4. Bona fide peer facilitator support group means a group of three or more licensed Facilitators or Clinical Facilitators that meet to discuss generally accepted standards of practice and anonymized experiences.
- E. Licensees must maintain copies of transcripts or certificates of attendance/completion for each continuing education seminar or course the licensee completed. Licensees must provide the Director with proof of completion of continuing education coursework upon request.

6: STANDARDS OF PRACTICE [RESERVED]

7: ADVERTISING [RESERVED]

8: DISCIPLINARY VIOLATIONS and UNLICENSED PRACTICE [RESERVED]

9: DECLARATORY ORDERS

- A. Basis and Purpose and Authority.

These Rules are adopted pursuant to sections 12-20-204(1), 12-170-105(1)(a)(IV), and 24-4-105(11), C.R.S., in order to provide for a procedure for entertaining requests for declaratory orders to terminate controversies or to remove uncertainties with regard to the applicability of statutory provisions or rules or orders of the Director to persons petitioning the Director.

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- B. Any person or entity may petition the Director for a declaratory order to terminate controversies or remove uncertainties as to the applicability of any statutory provision or of any rule or order of the Director.
- C. The Director will determine, at their discretion and without notice to the petitioner, whether to rule upon such petition. If the Director determines not to rule upon such a petition, the Director shall promptly notify the petitioner of their action and state the reasons for such decision.
- D. In determining whether to rule upon a petition filed pursuant to this rule, the Director will consider the following factors, among others:
1. Whether a ruling on the petition will terminate a controversy or remove uncertainties as to the applicability to petitioner of any statutory provisions or rule or order of the Director.
 2. Whether the petition involves any subject, question or issue that is the subject of a formal or informal matter or investigation currently pending before the Director or a court involving one or more petitioners.
 3. Whether the petition involves any subject, question or issue that is the subject of a formal or informal matter or investigation currently pending before the Director or a court but not involving any petitioner.
 4. Whether the petition seeks a ruling on a moot or hypothetical question or will result in an advisory ruling or opinion.
 5. Whether the petitioner has some other adequate legal remedy, other than an action for declaratory relief pursuant to C.R.C.P. 57, which will terminate the controversy or remove any uncertainty as to the applicability to the petitioner of the statute, rule, or order in question.
- E. Any petition filed pursuant to this Rule shall set forth the following:
1. The name and address of the petitioner and whether the petitioner is licensed pursuant to Title 12, Article 170, C.R.S.
 2. The statute, rule, or order to which the petition relates.
 3. A concise statement of all the facts necessary to show the nature of the controversy or uncertainty and the manner in which the statute, rule, or order in question applies or potentially applies to the petitioner.
- F. If the Director decides to rule on the petition, the following procedures shall apply:
1. The Director may rule upon the petition based solely upon the facts presented in the petition. In such a case:
 - a. Any ruling of the Director will apply only to the extent of the facts presented in the petition and any amendment to the petition.
 - b. The Director may order the petitioner to file a written brief, memorandum, or statement of position.
 - c. The Director may set the petition, upon due notice to the petitioner, for a non-evidentiary hearing.

- d. The Director may dispose of the petition on the sole basis of the matters set forth in the petition.
 - e. The Director may request the petitioner to submit additional facts in writing. In such an event, such additional facts will be considered as an amendment to the petition.
 - f. The Director may take administrative notice of facts pursuant to the Colorado Administrative Procedure Act, section 24-4-105(8), C.R.S., and may utilize its experience, technical competence, and specialized knowledge in the disposition of the petition.
 - g. If the Director rules upon the petition without a hearing, the Director shall promptly notify the petitioner of the decision.
 - h. The Director may, at their discretion, set the petition for hearing, upon due notice to petitioner, for the purpose of obtaining additional facts or information or to determine the truth of any facts set forth in the petition or to hear oral argument on the petition. The hearing notice to the petitioner shall set forth, to the extent known, the factual or other matters that the Director intends to inquire.
 - i. For the purpose of such a hearing, to the extent necessary, the petitioner shall have the burden of proving all the facts stated in the petition; all of the facts necessary to show the nature of the controversy or uncertainty; and the manner in which the statute, rule, or order in question applies or potentially applies to the petitioner and any other facts the petitioner desires the Director to consider.
- G. The parties to any proceeding pursuant to this rule shall be the Director and the petitioner. Any other person may seek leave of the Director to intervene in such a proceeding and leave to intervene will be granted at the sole discretion of the Director. A petition to intervene shall set forth the same matters as are required by Section D of this Rule. Any reference to a "petitioner" in this rule also refers to any person who has been granted leave to intervene by the Director.
- H. Any declaratory order or other order disposing of a petition pursuant to this rule shall constitute agency action subject to judicial review pursuant to the Colorado Administrative Procedure Act at section 24-4-106, C.R.S.

Editor's Notes

History

Annotations

DEPARTMENT OF REGULATORY AGENCIES

Office of Natural Medicine Licensure

NATURAL MEDICINE LICENSURE RULES AND REGULATIONS

4 CCR 755-1

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

1: GENERAL

1.4 Definitions

"Administration session" means a session conducted at a healing center, or another location as allowed by this article 170 and article 50 of title 44, during which a participant consumes and experiences the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

"Integration session" means a meeting between a participant and facilitator that occurs after the completion of an administration session.

"Natural Medicine Services" means a preparation session, administration session, and integration session provided pursuant to Article 170 of Title 12, C.R.S.

"Preparation session" means a meeting between a participant and facilitator that occurs before an administration session. "Preparation session" does not mean an initial consultation, an inquiry, or a response about natural medicine services.

"Supportive touch" means physical touch between a facilitator and a participant during the provision of Natural Medicine Services, and includes placing of hands on a participant's hands, feet, or shoulders, during an administration session. Participants may consent to the use of supportive touch with other participants, including additional participants, additional facilitators, healing center staff, and non-participant individuals who are also present during an administration session. Supportive touch must be consented to by a participant prior to the administration session, regardless of the individual providing the supportive touch, and must be documented in the physical touch contract. Under no circumstance may supportive touch be used on any body part other than hands, feet, or shoulders, or otherwise be sexual in nature.

Section 6 -- STANDARDS OF PRACTICE

6.1 Authority

Section 6 of these rules and regulations are adopted pursuant to the authority in sections 12-20-204 and 12-170-105(1)(a), C.R.S., and are intended to be consistent with the requirements of the State

Commented [1]: Carolyn Holland - I'd like to suggest that the term "participant" be changed to "client" in the whole document.

Commented [2]: Dana Tsyconyea StarByrd - Emphasizing the importance of supportive touch

Commented [3]: Lucy Kafanov - Streamline rules to cut down on redundancy

Commented [4]: Tasia Poinatte - Remove redundant language (consent, touch, etc.)

Commented [5]: Lloyd Covens - Suggesting a higher level of licensure for higher dosage levels

Commented [6]: Dana Tsyconyea StarByrd - Allowance for facilitation outside of approved healthcare facilities

Commented [7]: Brent Jaster - Allowance for use at the end of life

Commented [8]: Grace Tzofia - Remote preparation out of state and allownace for traditional facilitation

Commented [9]: Brent Jasper - Remove unnecessary detail

Administrative Procedure Act, sections 24-4-101, et seq., C.R.S. (the "APA"), and the Natural Medicine Health Act of 2022 at sections 12-170-101, et seq. and 44-50-101, et seq., C.R.S. (the "Practice Act").

6.2 Statement of Basis and Purpose

Section 6 of these rules and regulations shall govern the process for the safe provision of regulated natural medicine services.

6.3 Documentation and Disclosure Requirements

A. A facilitator must complete and retain records for every participant to whom they provide Natural Medicine Services. To the extent available, a facilitator must use forms approved by the Director for all documentation requirements. Records may be maintained electronically.

B. A facilitator must maintain the following records:

1. Completed demographic information form;
2. Completed informed consent document;
3. Completed preferred means of communication document;
4. Completed transportation plan and any deviation from the participant's transportation plan;
5. Completed agreement between participant and facilitator or healing center regarding fees and any other financial arrangements;
6. Completed physical touch contract;
7. Completed participant safety and support plans;
8. Completed safety screen tool;
9. The date, start time, and end time for every preparation, administration, and integration session;
10. The regulated natural medicine product(s), including a unique identification number, consumed by each participant, including the amount of product consumed and whether it was consumed in a single dose or multiple doses;
11. Any adverse reactions that required medical attention or emergency services;
12. Any other documentation required by regulatory agencies in Colorado related to or in service of the cultivation, production, distribution, and/or use of natural medicines as regulated by Colorado law.
13. Outcome information, to the extent provided by the participant; and
14. For any facilitation that occurs outside of a healing center, disclosures regarding the differences between a licensed healing center and a private residence and the participant's consent to an additional representative or a video recording.

Commented [10]: Josh, under Shawn Hauser - Don't require referrals, but make it an option

Commented [11]: Kelly Williams - Allow non-licensed individuals to collect paperwork (rather than a facilitator during prep session)

Commented [12]: Marin Campbell - Allow non-licensed individuals to collect paperwork and complete other steps (rather than a facilitator during prep session).

Commented [13]: Lucy Kafanov - Allow other staff to handle non-clinical paperwork.

Commented [14]: Kendel Spinks - Allow others to collect at least some of these forms

- C. Records required by this rule must identify the participant receiving services and be searchable by participant's name so that a facilitator or healing center may produce them pursuant to a request for records.
- D. Participant records must be stored and maintained for a minimum of 3 years.
- E. Records may only be destroyed in a manner that maintains participant confidentiality, such as a commercial shredding service.
- F. A facilitator should consult with legal counsel as needed to maintain participant confidentiality.
- G. A facilitator may not withhold records under their control that are requested and needed for a participant's Natural Medicine Services solely because the facilitator has not received payment for Natural Medicine Services.
- H. A facilitator may delegate the collection of information or completion of certain forms to properly trained staff members. The facilitator must review all forms and information compiled by staff. The facilitator may not delegate completion of the informed consent document; the physical touch contract; or the safety screen tool.

6.4 Confidentiality of Participant Records

- A. Purpose. These rules have been adopted by the Director to clarify confidentiality and privacy requirements for facilitators with respect to participant records and information.
- B. Unless a participant or prospective participant gives their consent prior to the disclosure, a facilitator must not disclose a participant's or prospective participant's personally identifiable information or confidential communications made between the participant or prospective participant and the facilitator to the public, third parties, or any government agency, except as allowed for purposes expressly authorized pursuant to article 170 of title 12, C.R.S., article 50 of title 44, C.R.S., these Rules, or for state or local law enforcement agencies to access record and information for other state or local law enforcement pursuant to a bona fide law enforcement investigation.
- C. All information and records related to a participant or prospective participant constitute medical data pursuant to section 24-72-204(3)(a)(I), C.R.S., and any such information or records may only be disclosed to those persons directly involved in an active investigation or proceeding.
- D. Records required by this rule must be stored in a secure fashion so that only the facilitator or any authorized persons at healing centers, including and those with participant approval, may access them. If the facilitator is affiliated with a healing center, a copy of the participant's records must be stored at the healing center, regardless of where the administration of natural medicine occurs.
- E. When facilitators or healing centers are required to release information about participants, they must follow all pertinent laws and regulations and provide the minimum amount of information necessary to respond. Facilitators and healing centers should also inform participants about the release of protected information when possible and permissible.
- F. To the extent that records may be disclosed, for example, in response to a request for disclosure to a participant's treating health care or behavioral health provider, facilitators, healing centers, and any other individual authorized to be in possession of participant records should treat all records associated with the provision of Natural Medicine Services to a participant as protected by the federal law, Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191 (1996).

Commented [15]: Carolyn Holland - Will these records need to be stored as paper copies or only via electronic storage? The majority of clinic and hospital records are stored electronically and can be sent to the client in a secure manner.

- G. Upon request, facilitators, healing centers, and other individuals authorized to possess participant records must provide a copy of all records to the participant. Facilitators, healing centers, and other authorized individuals may require a participant to make the request for records in writing. If requested records contain protected health information (PHI) of other participants, the facilitator, healing center or other individual who possesses the records must redact the PHI of all additional participants.
- H. A facilitator must not disclose personally-identifiable confidential participant information when consulting with colleagues or with other participants.
- I. Limits of confidentiality must be discussed with participants, including under what conditions confidential information is legally required to be released.
- J. To the extent that a clinical facilitator has more stringent requirements for recordkeeping as a part of their secondary license, the clinical facilitator should maintain facilitation records consistent with the more stringent requirements of their secondary license.

6.5 Informed Consent

- A. A facilitator must document the informed consent obtained from each participant, including decisions related to safety plan, physical touch, the presence of other individuals, the use of video recording, and other decisions that the facilitator deems necessary regarding the provision of Natural Medicine Services.
- B. A facilitator must obtain informed consent from the participant before the initiation of every administration session using natural medicines.
- C. A participant may withdraw their consent at any time. A facilitator must document the participant's withdrawal of consent within the record.
- D. If a clinical facilitator holds a secondary license that requires the licensee to be a mandatory reporter, or if a facilitator is otherwise a mandatory reporter according to Colorado law, the facilitator or clinical facilitator must disclose to a prospective participant that they are a mandatory reporter, together with a description of their scope of required reporting.
- E. A facilitator must inform a participant of the scope of natural medicine services that will occur as part of facilitation, including an accurate description of natural medicines used, potential risks and benefits, and alternatives to the use of natural medicine, prior to the administration session.
- F. A facilitator must accurately represent their background and training using appropriate terms according to applicable laws and professional codes. A facilitator must disclose all licenses they hold and all professional domains they operate in.
- G. A facilitator must inform a prospective participant of all fees and costs associated with their provision of natural medicine services, as well as their process for collecting payment, before delivering a billable service. This includes any third-party services that a facilitator uses to collect payment from a participant should they fail to pay a facilitator. If a facilitator works in association or connection with a healing center, the facilitator must also disclose all practices that the healing center uses to collect payment, including any third-party services. A facilitator must notify a prospective participant that, by using a third party to collect delinquent fees, a

Commented [16]: Marin Campbell - Reconsider requirement for second facilitator/video recording for session outside of healing center.

Commented [17]: Lucy Kafanov - Reconsider requirement for second facilitator/video recording for session outside of healing center

Commented [18]: Michael Thonhill - Please consider that some sessions as per indigenous tradition are taking place in the dark and video recording may be difficult to uphold the spiritual integrity of the session. Consider audio recordings instead. In a group setting not all participants may want a video recording of their very personal experience.

Commented [19]: Michael Thonhill - Reconsider secondary person required at locations other than healing center, for one on one or small groups, secondary facilitators should not be mandatory. Facilitators upon becoming licensed, should be qualified to provide the session on their own in a non-authorized center

Commented [20]: Tasia Poinsette - Not applicable outside of a clinical setting, may be outside the scope of practice - suggested to strike

facilitator or healing center will disclose the identity of the prospective participant and indicate that they are a participant of the facilitator.

H. A facilitator must inform a participant and all persons present of any audio or video recording occurring during the use of natural medicines, including the preparation, administration, and integration sessions. A facilitator must describe the purpose of recording and how recordings will be stored and used. A facilitator must obtain informed consent from all persons present prior to recording sessions. A facilitator must obtain explicit permission, outlining the specific use, authorized recipient(s), and terms of release, from the participant and all identifiable persons before releasing audio or video recordings.

I. A facilitator must obtain informed consent for any physical touch that might be used during the administration session, in accordance with the requirements in Rule 6.6.

J. A facilitator must inform a participant in advance and, when possible, receive permission from the participant about the possible or scheduled presence of assistants, providers, observers, staff or anyone else who may be present during the provision of natural medicine services or have access to participant-identifying information.

K. A facilitator must inform a prospective participant regarding their process for termination of Natural Medicine Services as part of the informed consent process during an informal consultation or at a preparation session.

L. A facilitator must explain to a prospective participant in another state any risks associated with traveling to Colorado to receive natural medicine services.

6.6 Use of Physical Touch

A. A facilitator may provide supportive touch during administration sessions when requested by the participant and with the participant's written consent, which must be obtained during a preparation session using a physical touch contract.

B. A facilitator may use supportive touch, including the placing of the facilitator's hands on a participant's hands, feet, or shoulders, during an administration session. A facilitator may only use forms of touch for which they have received education and training and are within the bounds of their competence to use.

D. Participants participating in a group administration session may provide prior written consent to authorize supportive touch from other participants participating in the group administration session. A facilitator shall not permit another person to use any other form of touch during an administration session. A facilitator may decide not to allow participants to provide any form of supportive touch to other participants during group sessions, which must be documented on the physical touch contract.

E. Aside from protecting a participant's body from imminent harm, including but not limited to catching them from falling, the use of touch is always optional, must be according to the consent of the participant, and must be limited to the administration session. If requested by the participant, a facilitator may demonstrate the scope of what may constitute supportive touch during a preparation session. A facilitator must inform a participant that there may be times a facilitator may need to make physical contact to ensure participant safety or the safety of other persons present, including but not limited to taking the participant's vital signs, walking a

Commented [21]: Vanessa Johnston - Facilitators are already required to discuss risks. Every possible risk they need to discuss does not need to be included in the rules.

Commented [22]: Vanessa Johnston - The level of detail around touch is excessive. Rules should cover the basics (facilitators must receive training on touch and must work within their competence/scope of practice, touch of a sexual nature is strictly prohibited, and facilitators must complete touch contracts with all participants).

Commented [23]: Marin Campbell - Remove unnecessary/overly detailed requirements that are better left to training and best practices. Personal touch rules are overly limiting.

Commented [24]: Tasia Poinsette - Consent to hugs - restrict the agency of the participant

participant to the restroom, or preventing a fall while the participant is under the influence of natural medicine.

F. A facilitator must discuss with the participant in advance of the administration session simple and specific words and gestures the participant is willing to use to communicate about touch during administration sessions. For example, a participant may use the word "stop" or a hand gesture indicating stop, and the facilitator must stop touch.

G. A facilitator must practice discernment with physical touch, using their professional or clinical judgment and assessing their own motivation for physical touch when evaluating whether touching a participant is appropriate and consistent with the touch contract established between the facilitator and the participant through the informed consent process.

H. The use of physical touch that is outside the bounds of a facilitator's competence or that is used solely for the purpose of a facilitator's or participant's pleasure is never permitted.

I. The facilitator must document the scope of physical touch in a contract with the participant. The contract must include, but is not limited to:

1. A full and accurate description of any physical touch that the facilitator anticipates to be necessary during the administration session, including but not limited to physical contact to ensure participant safety;

2. The bodily areas, forms, frequency, and circumstances under which the participant consents to physical contact from the facilitator and any additional non-participant individuals who will be present during the administration session;

3. The words or physical gestures the participant will use to communicate their consent or revocation of consent to physical contact during the administration session;

4. Unless physical contact is initiated by a facilitator for the specific purpose of preventing harm to a participant during an administration session, all physical contact between a facilitator, a participant, and any other individuals present during the provision of Natural Medicine Services may only be initiated in accordance with the terms and conditions specified in the physical touch contract;

5. In addition to physical touch authorized by the physical touch contract, a facilitator or other authorized individual may initiate physical contact with a participant only if the facilitator or other authorized individual reasonably believes that such contact is necessary to prevent physical injury or harm to a participant; and

6. A participant may not give consent to physical contact during an administration session that is beyond the scope of the terms and conditions enumerated in the physical touch contract.

J. Notwithstanding the terms and conditions enumerated in the physical touch contract, a participant may refuse or revoke consent to physical contact at any time during the course of Natural Medicine Services.

6.7 When to Seek Emergency Services

A. A facilitator must utilize their training to distinguish between typical side effects of consuming natural medicines and medical emergencies. In the event of a medical emergency, a facilitator must contact emergency responders or other appropriate medical professionals immediately.

B. Facilitators who hold secondary licenses in a healing art must adhere to the strictest ethical standards of their dual professions while providing natural medicine services.

6.8 Discrimination and Exploitation Prohibited

A. During their performance of Natural Medicine Services, a facilitator must not discriminate or otherwise engage in behavior that is harassing or demeaning based on age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, socioeconomic status, or any other basis proscribed by law.

B. A facilitator may not exploit persons over whom they have supervisory, evaluative, or other authority, including but not limited to participants, students, supervisees, research participants, and employees.

6.9 Provision of Natural Medicine Services to Subordinates Prohibited

A. A facilitator may not provide services to people over whom they have supervisory, evaluative, or other authority, including but not limited to students, supervisees, research participants, and employees.

1. Notwithstanding this prohibition, a training licensee who is engaged in practicum hours through an educational institution may receive natural medicine services from their practicum's supervising facilitator.

6.10. Sexual or Romantic Relationships and Conduct Prohibited

A. A facilitator may not engage in romantic or sexual relationships with students or supervisees who are in their department, agency, or training center or over whom the facilitator has or is likely to have evaluative authority.

B. A facilitator may not engage in any romantic relationships, sexual contact, or sexual intimacy with participants, or participants' partners, or immediate family members, for a period of one year following the termination of Natural Medicine Services to the participant.

C. Or sexual relationship.

D. A facilitator may not offer or provide Natural Medicine Services as a means of establishing a personal relationship with a participant.

6.11 Facilitator Health/State of Mind

A. A facilitator may not consume or otherwise be under the influence of natural medicine or any other intoxicant while providing Natural Medicine Services.

B. A facilitator must refrain from initiating Natural Medicine Services with a participant when they know or reasonably should know that there is a substantial likelihood that their own state of mind or physical condition will prevent them from performing their work-related activities in a competent manner.

1. When a facilitator becomes aware that their own state of mind or physical condition could interfere with their ability to perform their work adequately, the facilitator must take appropriate measures, including but not limited to obtaining professional consultation or assistance, and determine whether they should limit, suspend, or terminate their work.

Commented [25]: Marin Campbell - Eliminate prohibition that a facilitator may not consume natural medicine, because it contradicts and denies traditional and indigenous practices where the ceremony holder can ingest a small amount of medicine.

- C. A facilitator must identify when they are unable to provide appropriate care and must inform a participant that they must discontinue Natural Medicine Services and refer them to other providers as a result.
- D. A facilitator must develop and document a plan in the event that they are unable to safely provide facilitation services to a participant, so that the participant may safely receive Natural Medicine Services from another facilitator or provider.

6.12 Financial Guidelines

- A. A facilitator may not engage in any financial transactions with a participant, the participant's partners, or the participant's immediate family members that would violate the facilitator's duty of loyalty to the participant.

6.13 Facilitators holding Secondary Licensure

- A. In conjunction with the provision of Natural Medicine Services, a facilitator or a clinical facilitator who holds a secondary license may also provide services pursuant to their secondary license, including but not limited to medical or behavioral health care, as long as the facilitator's or clinical facilitator's secondary license is active and in good standing, the services fall within the scope of their secondary license, and the secondary license has not been restricted to prevent the licensee from performing the service. The facilitator or clinical facilitator may only perform such medical or behavioral health services within the bounds of their competencies.

6.14 Establishing and Maintaining Continued Competency in Facilitation

- A. A facilitator must practice within the bounds of competence, training, and experience specific to the populations they are working with and the modalities they offer.
- B. In those emerging areas in which generally recognized standards for training do not yet exist, a facilitator takes reasonable steps to ensure the competence of their work and to protect participants, students, supervisees, research participants, organizational participants, and others from harm.
- C. When indicated and professionally appropriate, a facilitator may collaborate with other professionals in order to serve their participants effectively and appropriately.
- D. A facilitator must receive ongoing professional development, through supervision, collaboration, or peer support groups and through continuing education to maintain or expand their competencies.
- E. A facilitator must maintain licensure(s) in good standing for all services they offer, including renewal of facilitator and secondary licenses as required by Colorado law.
- F. A facilitator should perform all administration sessions in person and within Colorado. If a facilitator provides preparation or integration sessions while a participant is physically located in another jurisdiction, the facilitator should avoid engaging in the unlicensed practice in another state of a licensed profession.

6.15 Initial Consultation or Informal Inquiry

- A. Prior to the provision of Natural Medicine Services, a facilitator should undertake an initial consultation or informal inquiry with all prospective participants. The initial consultation should serve to identify whether a prospective participant is a potential candidate to receive Natural

Commented [26]: Erin Witter - There needs to be oversight of the costs of administrative duties, including Facilitator training and licensing, in order to ensure that services that are ultimately offered in licensed healing centers will be affordable to people who need them.

Commented [27]: Kenya Mitchell - Please add psilocybin businesses to the SAFER Banking Act.

Commented [28]: Kelly Williams - Allow prep and integration sessions to occur outside of CO

Commented [29]: Dori Lewis - Allow prep and integration while participant is out of state.

Commented [30]: Lucy Kafanov - Allow prep and integration outside of CO. It hasn't been a problem in OR's program.

Commented [31]: Erik Vaughan - Support for this recommendation

Commented [32]: HAF - Change language to: Facilitators should avoid engaging in the unlicensed practice of a licensed profession in another state while the participant is physically located in another jurisdiction.

Commented [33]: Kendel Spinks - Allowance for preparation and integration in other states

Commented [34]: Tasia Poinatte - Second to this recommendation

Commented [35]: Tasia Poinatte - Telehealth is not applicable for integration / preparation

Commented [36]: Erica Messinger - Allow for telehealth

Commented [37]: Brent Jasper - Allow for telehealth

Commented [38]: Tasia Poinatte - Provide flexibility for who can perform initial intake, allowing for a range of models to address participant safety

Medicine Services from the facilitator, as well as whether the prospective participant wishes to retain the selected facilitator to provide Natural Medicine Services. Nothing in this Rule 6.15 is intended to prevent individuals who are not licensed as facilitators, but who are affiliated with a facilitator or a healing center, from answering general questions from prospective participants.

1. A facilitator should begin their assessment during initial consultation whether a prospective participant's needs can be addressed within their bounds of competence, and if not, the facilitator may make informed referrals to other providers and services.

B. Screening Assessment: A facilitator must provide every prospective participant their written screening tool, and discuss with them the circumstances under which that prospective participant may or may not be an appropriate candidate for the provision of any Natural Medicine Services.

C. Disclosures: A facilitator must ensure adequate disclosure to prospective participants of all relevant considerations or factors that a prospective participant would need to know in order to make an informed decision regarding the selection of a facilitator for the provision of Natural Medicine Services.

1. Required Disclosures: A facilitator must provide the following disclosures:

a. A facilitator must accurately provide to prospective participants full and accurate written information regarding all licenses, registrations, or certificates the facilitator holds, including all active and inactive licenses, registrations, and certificates issued by this state; all licenses, registrations, or certificates, whether active or inactive, issued by another state, United States jurisdiction, or foreign country; any disciplinary actions taken against any license, registration, or certificate held by the facilitator; and all professional domains in which the facilitator operates.

b. Disclosures regarding costs, signed by the participant, which must include, at a minimum:

(1) A full and accurate written description of all costs charged to the participant and the process the facilitator or healing center will utilize for collecting payment before delivering Natural Medicine Services, including any third-party services that may be used to collect payment from a participant in the event of non-payment by the participant. If a third-party is to be utilized to collect payment, a facilitator shall disclose that in the case of non-payment, the identity of the participant and the fact that the individual is a participant in Natural Medicine Services provided by the facilitator will be disclosed to the third-party.

(2) The description of Natural Medicine Services costs required pursuant to Rule 6.3(B)(5) must include the full cost of Natural Medicine Services, including:

(a) The fee charged for each preparation session;

(b) The fee charged for each administration and integration session, including the cost of the natural medicine to be used during the administration session.

ii. A facilitator or healing center may not charge a separate fee for the first integration session.

Commented [39]: Michael Thonhill - Maintain the one-on-one screening/preparation sessions for safety purposes, in a group setting not all information may be divulged by the client/participant that could be crucial to safety. General preparation sessions could be considered as a group, but for personal preparation/screening sessions, checking medical history, any medications that are being taken etc, this is more beneficial and ethical to be in a one-on-one setting.

Commented [40]: Carolyn Holland - In the studies on psilocybin, there was more than one preparation session; sometimes more than one administration session; and multiple integration sessions after each administration session.

- (3) A full and accurate written description of any additional fees that may be imposed by the facilitator or healing center, including but not limited to, rescheduling fees and cancellation fees, as well as a description of the facilitator's or healing center's refund policy, including the circumstances under which a refund will be issued and a description of which costs are non-refundable.
- (4) A full and accurate written description of the procedures to terminate services or otherwise transfer the participant's care that a facilitator or healing center will utilize if, after the initial screening process or following the preparation session, but prior to the commencement of the administration session, the facilitator determines that they are unable to provide Natural Medicine Services to the participant.

 - 1. If a facilitator is providing natural medicine services to a participant at a private residence, in addition to all other required disclosures, the facilitator shall disclose the following: the availability of licensed healing centers, the regulations applicable to healing centers, that healing center regulations do not apply to private residences; and the risks associated with receiving natural medicine services at a private residence and outside of a licensed healing center.
- 2. Pre-Administration Disclosures: A facilitator may provide additional disclosures during an initial consultation or informal inquiry. To the extent that such disclosures are not provided during an initial consultation or informal inquiry, a facilitator must provide the following disclosures during the preparation session, and must document within the participant's record that the facilitator provided the disclosures:

 - a. A facilitator must ensure that each participant receives all information necessary to give appropriate informed consent for Natural Medicine Services.

 - (1) As part of the informed consent process, a facilitator must discuss the process for termination of the Natural Medicine Services and the circumstances under which the Natural Medicine Services may be terminated at the discretion of the participant, by the facilitator, or due to unforeseen circumstances. At a minimum, the facilitator must explain the termination process in sufficient detail for the patient to give informed consent, and must identify an alternative facilitator who may provide Natural Medicine Services to the participant in the case the facilitator experiences an emergency and is unable to facilitate an administration session.
 - b. A facilitator must provide participants with clear, written information about the facilitator's availability for communication, the means of communication to be utilized, the availability of support services, and emergency contacts as part of the informed consent process.
 - c. Written disclosures regarding Natural Medicine Services, signed by the participant, and which must include, at a minimum:

 - (1) Information detailing the current state of medical and scientific knowledge with respect to the efficacy, safety, and the range of Natural Medicine Services outcomes that the prospective participant may reasonably expect from the receipt of Natural Medicine Services.

- (2) A statement advising the prospective participant of the possibility of potential adverse interactions with the prospective participant's current medical conditions or medications, as applicable, and to seek appropriate medical advice prior to commencing any Natural Medicine Services.
 - (3) A clinical facilitator must provide to a prospective participant documentation describing the scope of practice allowed by the clinical facilitator's secondary license, and the conditions under which the clinical facilitator may engage in the practice of medicine, the practice of psychotherapy, or other practice authorized by their secondary license, as applicable, during the preparation session, administration session, integration session, or at any other point during the provision of Natural Medicine Services; and
 - (4) Documentation containing an accurate description of the natural medicines that the facilitator will use during the administration session, including any labels, warnings, or other information provided to the facilitator by the manufacturer of the natural medicine product, as applicable.
 - (5) Information regarding the potential utilization of alternate facilitators during any point in the provision of Natural Medicine Services, including the alternate facilitator's name and any other information requested by the participant. Any such alternate facilitators must be included in the physical touch contract entered into pursuant to Rules 6.6 and 6.16(D)(4).
- d. A document, signed by the facilitator, participant, and an authorized representative of the healing center, as applicable, detailing the participant's discharge plan, including a safe transportation plan from the healing center or other facility as allowed pursuant to article 170 of title 12 and article 50 of title 44, C.R.S., following the completion of an administration session.
- D. As part of the initial screening process, the facilitator must determine if the prospective participant wishes to receive services during a group administration session, and if so, the facilitator must disclose to the prospective participant the number of other participants that may be present at any such group administration session.
- E. Prior to an administration session, a facilitator, a prospective participant, and an authorized representative of the healing center, as applicable, must sign a form attesting to the following:
- 1. The prospective participant has provided their complete and accurate health record to the facilitator;
 - 2. The facilitator has provided to the prospective participant all identified risk factors based upon the prospective participant's self-disclosed health information, including an acknowledgment that the prospective participant has been fully informed of the risks of participating in Natural Medicine Services, that the participant acknowledges that the participant understands the stated risks, and that the participant has given their informed consent to the Natural Medicine Services in accordance with Rule 6.3(B)(2).
 - 3. The facilitator understands and has documented in writing the prospective participant's reasons for seeking access to Natural Medicine Services and provided a full and

accurate description of the Natural Medicine Services to be provided to the prospective participant; and

4. The facilitator and prospective participant have agreed to the circumstances and parameters of physical touch between the participant, the facilitator, and any other person, in accordance with Rule 6.3(B)(6), including but not limited to the requirement for ongoing informed consent to physical touch between the facilitator and participant, and the right of the participant to withdraw consent to physical touch.

F. In addition to any other disclosures required pursuant to article 170 of title 12, C.R.S., or these Rules, facilitators must provide the following information in writing to each participant prior to each preparation session, administration session, and integration session:

1. The name, address, and telephone number of the facilitator;
2. An explanation of the regulations applicable to the facilitator and to the facilitation of Natural Medicine Services;
3. A full and accurate description of the training, educational and experiential requirements the facilitator satisfied in order to obtain a license pursuant to these Rules and article 170 of title 12, C.R.S.;
4. A statement indicating that the facilitator is regulated by the Division, and an address and telephone number for the Division; and
5. A statement indicating that the participant is entitled to receive information about Natural Medicine Services, may terminate Natural Medicine Services at any time, and may terminate previously provided informed consent for physical touch at any time.

6.16 Requirements for Preparation Sessions

A. If an administration session is to be provided in a group setting, the facilitator must ensure that all at least one associated preparation sessions is ~~are~~ conducted individually with each participant who will be present during the group administration session.

B. Safety and Screening Assessment: If a facilitator has not conducted a thorough and comprehensive screening and assessment with every participant prior to the preparation session, the facilitator must do so during the preparation session.

C. If a facilitator has not obtained any of the required or optional disclosures identified in Rule 6.15 prior to the preparation session, the facilitator must make those disclosures to the participant during a preparation session.

D. Prior to an administration session a facilitator must, as part of the informed consent process, fully inform the participant of the risks associated with taking natural medicines. Fully informed consent must include, at a minimum, information about the risks, benefits, and description of the range of possible outcomes from working with natural medicines in order for the participant to make an informed decision about whether to undertake the administration session. This must include the following:

1. A full and accurate description of the range of possible effects of natural medicines, how natural medicines alter the human state of consciousness, and how natural medicines may disrupt a participant's ability to make decisions or give or revoke consent;

Commented [41]: Carolyn Holland - Are you saying that each facilitator must provide to each client this entire document before each session? That seems excessive and unnecessary. It would be helpful for you to clarify your intentions. All of this information will be covered in the informed consent. I'm just curious why you feel this is necessary.

Commented [42]: German Ascani - Preparation and integration must be flexible and be allowed to take place through video, even phone, for out of state patients and anyone who has a geographical or transportation hardship.

Commented [43]: Carolyn Holland - Different facilitators may have different plans for how to offer psilocybin sessions - either individually or in a group or even a combination of both. It will become the client's choice and will be dependent on the facilitator's time.

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Commented [44]: Brent Jasper - Remove this requirement - allow group prep sessions

Commented [45]: Marin Campbell - Reconsider requirement for second facilitator/video recording for session outside of healing center.

Commented [46]: Lucy Kafanov - Reconsider requirement for second facilitator/video recording for session outside of healing center

Commented [47]: German Ascani - Allow more flexibility for healing centers and facilitators to incorporate other staff to be part of the process, collecting data, and completing paperwork and required forms.

2. A written statement that the participant has the right to request another non-participant individual, who is either a licensed facilitator or an authorized representative of a healing center, be present during an administration session. The statement must also notify the participant that they have a right to request to have a video recording taken of an administration session. A facilitator must allow both for a non-participant facilitator or authorized representative of the healing center to be present and for a video recording to be taken of their administration session, upon request from a participant. If a non-participant is to be present during the administration session and does not attend the preparation session, the participant must be allowed to meet the additional individual prior to the administration of natural medicine. If a facilitator is unable for any reason to meet the requirements of this subsection, they shall provide the participant with written referrals to other healing centers or facilitators, as appropriate.

Commented [48]: Carolyn Holland - If the client prefers to have another non-participant facilitator or a representative of a healing center be present, is it going to be acceptable for the fee to be increased?

a. A facilitator may, but is not required to, allow more than one additional, non-participant per participant (who is not a facilitator or authorized representative from a healing center) to be present during an administration session. If the facilitator authorizes the participant to bring an additional individual, that person must attend some portion of the preparation session with the participant and must agree to the parameters of the physical touch contract.

Commented [49]: Carolyn Holland - I am not aware of any randomized controlled study that has investigated this potential situation. Please share the evidence that supports this practice. If strong evidence is not available, I would strongly suggest that this be removed from the document.

3. A statement indicating the presence or potential presence of any other individuals during the provision of Natural Medicine Services and a disclosure of individuals who may have access to a participant's personally identifying information, including but not limited to assistants, licensed or unlicensed healthcare providers, observers, or any other healing center staff. In each instance in which a person covered by this subsection will be present during the course of Natural Medicine Services, the facilitator must obtain informed consent from the participant specific to each such additional person who will be present.

Commented [50]: Vanessa Johnston - Reconsider requirement for a second facilitator to be present or a video recording at an authorized healthcare location.

4. A physical touch contract signed by the facilitator, the participant, and any additional individuals who may or will be present during the administration session or at any other time during the provision of Natural Medicine Services, consistent with the requirements of Rule 6.3(B)(6).

F. Prior to or as part of the preparation session, the facilitator must perform a comprehensive screening of the participant, which must include but is not limited to the following:

1. Medical history. The facilitator must perform a safety assessment using a safety screening tool that reflects generally accepted standards of practice. If the facilitator's screening identifies risk factors that suggest the need for involvement of a medical or behavioral health provider, the facilitator may provide Natural Medicine Services if at least one of the following additional actions occurs:

Commented [51]: Lucy Kafanov - Do not require participant to have a medical/behavioral health condition to be treated.

Commented [52]: Kelly Williams - Do not require participant to have a medical/behavioral health condition to be treated.

Commented [53]: Marin Campbell - Do not require participant to have a medical/behavioral health condition to be treated.

Commented [54]: NMAB - 4/19/24 - Approved.

a. A participant has received a direct referral for Natural Medicine Services;

Commented [55]: Michael Thornhill - Mandatory referrals should not be required. What if someone is violent or dangerous in a ceremony, it is not ethical to provide a referral to another center / facilitator where this violent person could cause harm also. In all cases, referrals should be optional and only if it is in the best interest of the participant. Perhaps, plant medicine may not be in the best interest of the participant, so a referral to a therapist may be a better option.

b. A participant has been provided medical clearance by the participant's medical or behavioral health provider, or

c. The participant has engaged in a consultation and risk review with a medical or behavioral health provider.

The provider may be licensed in Colorado or in the participant's state of residence, but must be licensed to diagnose and treat the participant's physical or behavioral health condition(s) identified as a risk factor(s) by the safety screening tool.

Commented [56]: Vanessa Johnston - Reconsider requirements that overly medicalize the natural medicines program or only make sense for participants seeking access to treat a medical condition.

Commented [57]: Erica Messinger - Required for these providers to have natural medicine training?

2. A thorough evaluation by the facilitator identifying any risk factors based on the medical information provided by the participant.

a. If the facilitator does not hold a clinical facilitator license, and a participant has a medical or behavioral health condition that requires management during the provision of Natural Medicine Services, the facilitator must refer the participant to a clinical facilitator who can treat such condition through the scope of their secondary license. In lieu of referral, the facilitator may obtain written clearance to provide Natural Medicine Services to a participant, from a medical or behavioral health care provider.

3. The facilitator and participant must discuss the participant's objectives for seeking Natural Medicine Services, and the facilitator must document within the participants record their goals. To the extent possible, the facilitator should discuss whether the participant's objectives can be reasonably met through the use of Natural Medicine Services.

4. If the participant has obtained a referral from a licensed healthcare professional for Natural Medicine Services which includes dosage instructions, the facilitator must not exceed follow the dosing amounts and should generally try to follow the dosing instructions included as part of any such order or referral, provided such dosing amounts and instructions do not violate any other parts of these rules.

G. A participant must attest that they have provided a complete and accurate medical history to the facilitator.

H. The facilitator must request demographic data from each participant. At the participant's discretion, the participant may disclose demographic data to the facilitator as part of the medical information provided to the facilitator.

I. The facilitator must maintain the following as part of each individual participant's records:

1. All disclosures obtained pursuant to Rule 6.15;

2. The fee agreement signed pursuant to Rule 6.3(B)(5).

3. The transportation plan signed pursuant to Rule 6.3(B)(4).

4. The informed consent agreement pursuant to Rule 6.3(B)(2), including the physical contact agreement signed pursuant to Rules 6.3(B)(6).

5. The date and the start and end time of each preparation session, administration session, and integration session.

6. The natural medicine product consumed or ingested by the participant during each of the participant's administration sessions, including the unique identification number, if any, the amount of natural medicine product consumed or ingested by the participant at each administration session, and whether the natural medicine product was consumed or ingested in a single or over multiple doses during the same administration session.

7. A record of any participant reported outcomes (to the extent available) and adverse events that occur during an administration session and the nature and result of the facilitator's response to the adverse event.

Commented [58]: Carolyn Holland - Consider editing to The facilitator and CLIENT must discuss the CLIENT's INTENTIONS for seeking Natural Medicine Services, and the facilitator must document within the CLIENT'S record their INTENTIONS. To the extent possible, the facilitator should discuss whether the CLIENT'S INTENTIONS can be reasonably met through the use of Natural Medicine Services.

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- J. If, following the initial screening and informed consent process, a facilitator determines that a participant or the facilitator would benefit from having an additional individual present during an administration session or would benefit from a video recording of an administration session, the facilitator must inform a participant of their recommendation.
1. If the participant rejects the facilitator's recommendation pursuant to this paragraph (J), the facilitator may refuse to continue the provision of Natural Medicine Services to the participant and may refer the participant to another healing center or facilitator.
- K. If the administration session will be conducted in an authorized location that is not a healing center, the facilitator must adhere to the following:
1. Prior to an administration session occurring in an authorized location other than a healing center, as part of the informed consent process, a facilitator must fully inform the participant of the risks associated with natural medicines and how those risks may be increased or changed if the participant chooses to participate in an administration session in an authorized location other than a healing center.
2. A facilitator may not conduct an administration session in an authorized location other than a healing center or healthcare facility if a participant refuses to authorize either another individual to be present during the administration session or a video recording of the administration session.
3. If the preparation session does not occur in person at the planned location for the administration session, the facilitator must inspect the proposed location for the administration session prior to such session, in order to assess for possible risks.

6.17 Requirements for Administration Sessions

- A. If a facilitator experiences an emergency situation that prohibits the facilitator from facilitating a scheduled administration session, the facilitator must:
1. Make all reasonable efforts to timely reschedule the administration session for the closest possible date and time during which the facilitator will be available for facilitation;
2. Engage the backup facilitator as identified as part of the informed consent process; or
3. Cancel the administration session and refer the participant to another facilitator or healing center.
- B. A facilitator may only provide physical touch during an administration session at the request of the participant and only within the parameters set forth in the signed physical touch contract.
- C. During an administration session, a facilitator must take all reasonable efforts to prevent physical and psychological harm to a participant, including but not limited to monitoring a participant's vital signs and hydration as well as psychological well-being, and take reasonable steps to prevent physical injury to a participant.
- D. A facilitator must instruct a participant to not leave the administration space during an administration session and shall take all reasonable efforts to ensure that a participant follows instructions given to them by facilitators or other authorized healing center personnel.
- E. A facilitator must restrict the movements of a participant during an administration session if such movements would endanger the physical or mental safety of the participant or any other individual present during the administration session, including the facilitator or other participant.

F. Dosage

1. A facilitator shall determine the dosage that they will administer based on the screening of and in consultation with the participant. Any dosage of psilocybin administered must meet the generally accepted professional standards of practice.

a. For doses of 10 milligrams of psilocybin or lower, an administration session must last no fewer than three hours in duration and until the participant is showing no obvious adverse effects from natural medicine. A facilitator may extend the duration of an administration session beyond three hours, based on facilitator discretion or at the request of the participant.

Commented [59]: NMAB - 4/19/24 - Approved.

b. For doses of 10 milligrams of psilocybin, an administration session must last no fewer than five hours in duration and until the participant is showing no obvious adverse effects from natural medicine. A facilitator may extend the duration of an administration session beyond five hours, based on facilitator discretion or at the request of the participant.

Commented [60]: NMAB - 4/19/24 - Approved.

G. Additional requirements for group administration sessions

1. Administration sessions may be conducted in groups at the discretion of the facilitator.

2. Each participant who will be present during a group administration session must individually give informed consent to participate in a group administration session.

3. If a facilitator elects to conduct a group administration session, the facilitator must ensure that no more than 4 participants per facilitator are present during the group administration session.

a. A facilitator may not allow more than 64 participants to be present during a single administration session, regardless of the number of facilitators present.

4. A facilitator must not allow physical touch between participants during a group administration session unless participants have consented to participant touch.

6.18 Additional Requirements for Administration Sessions Outside of a Healing Center

A. A facilitator may facilitate an administration session in a location other than a healing center in accordance with article 50 of title 24, C.R.S. or these rules.

B. A facilitator may provide natural medicine services at a private residence only if at least one participant receiving natural medicine services from the facilitator at the private residence has a legal right to possess and occupy the premises as a residential dwelling.

C. A facilitator shall perform a reasonable review of the private residence to ensure it is appropriate for a proposed natural medicine administration session sometime prior to the commencement of the administration session, including ensuring that it is free from hazards, weapons, and uncontrolled animals.

D. No one under twenty-one years of age may be present at a natural medicine administration session at a private residence.

- E. Natural medicine product used at a private residence must be procured from the regulated market. Natural medicine product used at a private residence must be transported and stored consistent with the Colorado Natural Medicine Code, §§ 44-50-101, et seq. Specifically, a facilitator should determine whether a separate license is required to transport natural medicine product to a private residence.
- F. All statutory provisions and rules applicable to a facilitator providing natural medical services outside of a healing center apply the same as to a facilitator providing natural medicine in a healing center except as expressly provided in this rule.
- G. If a facilitator facilitates an administration session in an authorized location other than a healing center, the facilitator must require and provide for one of the following:
 - 1. One or more additional facilitators or an authorized representative of a healing center to be present at all times during the administration session; or
 - 2. A video recording of the administration session.
- H. The participant must consent to the facilitator's proposed election for compliance with this requirement as part of the informed consent process during the preparation session.
- I. A facilitator may not facilitate an administration session in a location other than a healing center if a participant does not consent, as part of the informed consent process, to the presence of other individuals or to video recording of the administration session.
- J. Prior to and following the completion of an administration session in an authorized location other than a healing center, a facilitator must maintain custody of all unused regulated natural medicine product(s) and must return all unused regulated natural medicine product(s) to the healing center following completion of an administration session or secure the products consistent with Colorado law.

6.19 Requirements for Integration Sessions

- A. A facilitator or healing center, as appropriate, may not charge a separate fee for the first integration session. If disclosed in advance, a facilitator may charge additional fees for additional integration sessions beyond the first session.
- B. A facilitator must complete the following procedures as part of an integration session, including but not limited to:
 - 1. The facilitator must conduct a thorough review of the administration session for which the integration session is being held with each participant who participated in the administration session.
 - 2. The facilitator must evaluate the participant and their reaction to the regulated natural medicine product(s) ingested by the participant during the administration session and must recommend follow-up care and make referrals to other healthcare providers or facilitators as appropriate. The facilitator may recommend additional integration sessions.
- C. A facilitator may facilitate a group integration session if each participant has given informed consent to participate in a group integration session as part of the informed consent process.

6.20 Rules for terminating services

Commented [61]: HAF - Encourage and allow multiple integration sessions. Authorize facilitators to charge an additional fee for additional follow up integration sessions.

Suggested language:

A. A facilitator or healing center, as appropriate, may not charge a separate fee for an integration session(s). Notwithstanding, if disclosed in advance, a Facilitator may charge additional fees for follow-on integration sessions after the first one.

B.2 The facilitator must evaluate the participant and their reaction to the natural medicine products ingested by the participant during the administration session and must recommend follow-up care, additional integration sessions, and make referrals to other healthcare providers or facilitators as appropriate.

Commented [62]: Michael Thonhill - Agree

- A. A facilitator has a duty to identify if they are unable to provide Natural Medicine Services with an appropriate level of care with respect to a participant or participants and must terminate their provision of Natural Medicine Services in such circumstances.
 - 1. A facilitator who terminates Natural Medicine Services in accordance with this paragraph (A) must refer each participant to whom the facilitator has agreed to provide Natural Medicine Services to another facilitator or healing center.
- B. A facilitator must have a written protocol in place describing the specific process and procedures the facilitator will follow in the event of a termination of Natural Medicine Services.
- C. A facilitator must terminate Natural Medicine Services for a participant if the facilitator reasonably believes that the participant is no longer benefitting from the Natural Medicine Services, is not likely to benefit from the continuation of Natural Medicine Services, or is being harmed by continued provision of Natural Medicine Services.
- D. A facilitator may terminate Natural Medicine Services in the event the facilitator, in their reasonable judgment, has been threatened or otherwise endangered by a participant or another person with whom the participant has a relationship.
- E. In the event a facilitator terminates Natural Medicine Services, the facilitator must refer the affected participant to another facilitator, health center, or health care provider, as appropriate.
- F. A facilitator should terminate Natural Medicine Services when a participant is no longer benefitting from the Natural Medicine Services when it becomes reasonably clear that a participant no longer needs the Natural Medicine Services, is not likely to benefit from the Natural Medicine Services, or is being harmed by continued Natural Medicine Services.
- G. A facilitator may terminate Natural Medicine Services when threatened or otherwise endangered by a participant or another person with whom the participant has a relationship.
- H. A facilitator must provide the participant with appropriate referrals in writing when terminating Natural Medicine Services.
- I. When providing referrals, including within or across state lines, referrals should be offered without the expectation of reciprocity or brokering, and should not involve the use of deceptive practices.

6.21 Rule and Regulations Regarding Practice by Licensed Facilitators

- A. Compliance with applicable law and these Rules. A facilitator is responsible for implementing and complying with all applicable statutory requirements and the provisions of these Rules.
- B. License. A facilitator must ensure that the individual's license to practice as a facilitator is active and current prior to performing any acts requiring a license.
- C. Documentation. A facilitator must keep and maintain such documentation as required by these rules and as necessary to discharge their duties and responsibilities in a safe and professional manner.
- D. A facilitator must not discriminate against any individual based upon age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language, or socioeconomic status.

- E. Notwithstanding any term or condition in a written physical contact agreement, a facilitator must not engage in any romantic relationship or any physical contact of a sexual nature with a participant at any time during the provision of Natural Medicine Services.
- F. A facilitator may not engage in any romantic or intimate relationship with a participant or a participant's immediate family members for a period of one year following the last date on which the facilitator provided natural medicine services to the participant.
- G. A facilitator must not provide Natural Medicine Services to a participant if the provision of such services involves a concurrent conflict of interest. A concurrent conflict of interest exists if there is a significant risk that the facilitator's ability to consider, recommend, or provide Natural Medicine Services will be materially limited as a result of the facilitator's other responsibilities or personal or professional interests.
- H. A facilitator may not accept a fee or other benefit for making referrals to other facilitators, healing centers, or other health care professionals, and may not pay for other facilitators, healing centers, or other health care professionals for the making of referrals to the facilitator.

Section 7 - Advertising

7.1 Authority

Section 6 of these rules and regulations are adopted pursuant to the authority in sections 12-20-204, 12-170-105(1)(a), and 12-170-109(1)(h), C.R.S., and are intended to be consistent with the requirements of the State Administrative Procedure Act, sections 24-4-101, et seq., C.R.S. (the "APA"), and the Natural Medicine Health Act of 2022 at sections 12-170-101, et seq. and 44-50-101, et seq., C.R.S. (the "Practice Act").

7.2 Statement of Basis and Purpose

Section 7 of these rules and regulations are intended to establish requirements for advertising by licensed facilitators.

7.3 False, Misleading, or Deceptive statements are prohibited: A facilitator shall not make false, deceptive, or misleading statements and shall take reasonable efforts to prevent others from making false, deceptive, or misleading statements on their behalf.

A. A facilitator shall represent their work and qualifications honestly and accurately.

7.4 A facilitator providing public advice (in person, in print, or on the internet, etc.) shall take precautions to ensure statements are based on training and experience and consistent with current scientific literature.

7.5 Testimonials: While testimonials may be collected and displayed, a facilitator may not solicit testimonials from participants.

Commented [63]: Michael Thornhill - Video and/or written testimonials are one of the most useful tools that potential participants have to understand more from direct experience of what they may experience, not only with the plant medicines themselves, but also what the level of care/service is like from a facilitator/center and if it is a good fit for them. This helps the potential client/participant choose the best place for them to do this very intimate and deep work. Please consider that there are ethical ways that reviews/testimonials can be made known/asked for from participants who with their own free will may want to leave a review/testimonial if the opportunity is presented.

[Editor's Notes](#)

[History](#)

[Annotations](#)

DEPARTMENT OF REGULATORY AGENCIES

Office of Natural Medicine Licensure

NATURAL MEDICINE LICENSURE RULES AND REGULATIONS

4 CCR 755-1

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

1: GENERAL

1.4 Definitions

"Approved Facilitator Training Program" means a program of study which the Director has determined meets the minimum requirements of the curriculum mandated by DORA in section 4 of these Rules.

"Natural medicine harm reduction" is defined as a set of practical strategies and ideas aimed at reducing negative consequences to physical, mental or social well being associated with the use of natural medicines.

6: STANDARDS OF PRACTICE

6.22 Data Collection

A. Basis and Purpose

Rule 6.22 is intended to establish requirements for all facilitators to collect and provide certain data to the Director at specified intervals. Data collection is necessary to further the goals articulated in the Natural Medicine Health Act of 2022, including but not limited to the following expectations set forth in the Act: Board review of research related to the efficacy and regulation of natural medicine and natural medicine product, including recommendations related to product safety, harm reduction, and cultural responsibility (section 12-170-106(5)(b)), development of research related to the safety and efficacy of each natural medicine (section 12-170-106(5)(f)), current research, studies, and real-world data related to natural medicine to make recommendations as to whether natural medicine, natural medicine product, natural medicine services, and associated services should be covered under health first Colorado or other insurance programs as a cost-effective intervention for various mental health conditions (section 12-170-106(6)).

B. Authority

This rule is adopted pursuant to the authority in sections 12-20-204; 12-170-105(1)(a)(IV) and (V); 12-170-105(1)(j); 12-170-105(3), and 24-4-103, C.R.S.

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C. Requirements for Data Collection

1. For each participant to whom a facilitator provides services, and for each administration of natural medicine to the participant, each facilitator must collect and submit the following de-identified data to the Director:

- a. A unique participant identification number;
- b. Whether the services were provided in the Denver, Colorado Springs, or Grand Junction metro areas or a rural area. If services were provided in a rural area, whether the services were provided in Northeast, Northwest, Southeast, or Southwest Colorado;
- c. Demographic information regarding the participant, including age, sex assigned at birth, gender identity, race/ethnicity; state of residence, veteran status; and _____;
- d. Data from Risk Factor Screening Form;
- e. Reasons the participant sought facilitation services, including whether the participant had any diagnosed physical or behavioral health condition for which the participant sought natural medicine services;
- f. Data from Mental Health Screening Form;
- g. Fees charged for services, and if applicable, any discounts, scholarships, or other reduction in fees charged;
- h. Whether the administration session was an individual or group session;
- i. Whether the goal of facilitation was for clinical or experiential purposes (or both);
- j. Confirmation of completion of: touch contract, safety plan, transportation plan, and informed consent processes;
- k. Data regarding the date and start and end times for every preparation, administration, and integration session;
- l. Identification of the natural medicine products consumed by each participant, the unique identifier of the product, the amount consumed, and whether the consumption occurred in a single or multiple doses; and
- m. Whether the participant self-identified a benefit from the use of natural medicine.

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8: DISCIPLINARY VIOLATIONS and UNLICENSED PRACTICE

8.1 Grounds for Discipline

A. Statement of Basis and Purpose

The purpose of these Rules is to clarify acts that constitute grounds for discipline pursuant to these Rules and Article 170 of Title 12, C.R.S.

Commented [NB1]: N. Poinatte: Integration with standards of care rules - how do these rules interact, and ensure things aren't contradictory

_____The authority for these Rules is found in sections 12-20-404; 12-170-105(1)(a)(II), 12-170-105(1)(a)(IV), and 12-170-105(1)(a)(V); 12-170-108(2); 12-170-109; and 24-4-103, C.R.S.

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B. The Director may initiate disciplinary or other action as authorized in these Rules and as authorized in section 12-20-404, C.R.S., upon proof that the licensee has engaged in any of the following:

1. Violated a provision of Article 170, C.R.S. or any of these Rules promulgated pursuant to Article 170;
2. Has been convicted of or has entered a plea of nolo contendere to a felony. In considering the conviction of or the plea to any such crime, the director shall be governed by the provisions of sections 12-20-202(5) and 24-5-101, C.R.S. Pursuant to sections 12-20-404(8) and 12-30-121, C.R.S., the director will not consider legally protected marijuana convictions and legally protected health-care activities.
3. Made any misstatement on an application for a license to practice pursuant to Article 170, C.R.S. or attempted to obtain a license to practice by fraud, deception, or misrepresentation;
4. Committed an act or failed to perform an act necessary to meet the generally accepted professional standards of conduct to practice a profession licensed pursuant to Article 170, C.R.S. or promulgated by rule pursuant to 12-170-105(1)(a)(II)(D), including performing services outside of the person's area of training, experience, or competence;
5. Excessively or habitually uses or abuses alcohol or controlled substances;
6. Violated any of the provisions of Article 170, C.R.S., an applicable provision of Article 20 of title 12, C.R.S., or any valid order of the director;
7. Is guilty of unprofessional or dishonest conduct;
8. Advertises by means of false or deceptive statement;
9. Fails to display the license as provided in section 12-170-108(2), C.R.S.;
10. Fails to comply with the Rules promulgated by the director pursuant to Article 170, C.R.S.;
11. Is guilty of willful misrepresentation;
12. Fails to disclose to the director within forty-five days a conviction for a felony or any crime that is related to the practice as a facilitator;
13. Aids or abets the unlicensed practice of facilitation; or
14. Fails to timely respond to a complaint sent by the director pursuant to section 12-170-110.

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Commented [NB2]: J. Kappel: Could use some clarification here, esp. RE: personal use

C. "Unprofessional or dishonest conduct," includes the following:

1. Conviction of certain felony or misdemeanor offenses, including the following:

- a. A conviction or plea of nolo contendere of any felony or misdemeanor crime related to the practice of facilitation, as defined in section 12-170-104(5), C.R.S.;
- b. A conviction or plea of nolo contendere of any felony or misdemeanor crime involving dishonesty or willful misrepresentation;
- c. In considering a conviction or plea pursuant to this paragraph 8.1(C)(1) and (2), the Director's determination must be made in accordance with sections 12-20-202(5) and 24-5-101, C.R.S. Pursuant to sections 12-20-404(8) and 12-30-121, C.R.S., the director will not consider legally protected marijuana convictions and legally protected health-care activities.

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2. The following adverse actions:

- a. Disciplinary or other actions taken against facilitation licenses held in another state;
- b. Disciplinary or other actions taken against a secondary license (in Colorado or another jurisdiction) held by a clinical facilitator.

3. Performs services outside the scope of the licensee's secondary or other license.

8.2 Duty to Report Criminal Convictions and Unprofessional or Dishonest Conduct

A. Statement of Basis and Purpose and Authority

The purpose of these Rules is to clarify the procedures for reporting convictions and unprofessional or dishonest conduct pursuant to section 12-170-109(1)(l), C.R.S. and these Rules.

The authority for these Rules is set forth in sections in sections 12-20-404, 12-170-105(1)(a)(II), 12-170-105(1)(a)(IV) and (V), 12-170-105(1)(f); 12-170-109(1); and 24-4-103, C.R.S.

B. Any licensee, Facilitator licensee, Clinical Facilitator licensee, Distinguished Educator licensee, or Training licensee, must inform the Director, in writing or in another manner set forth by the Director, within forty-five days of any criminal conviction or other action meeting the definition of unprofessional or dishonest conduct.

C. The notice to the Director must include the following information:

1. If the event is an action by a government agency: the name of the agency, its jurisdiction, the case name, the docket, proceeding or case number by which the event is designated, and a copy of the consent decree, order, or decision;
2. If the event is a felony conviction or a conviction or a crime involving dishonest or willful misrepresentation, or a crime related to the practice of facilitation: the court, its jurisdiction, the case name, the case number, a description of the matter or a copy of the indictment or charges, and any plea or verdict entered by the court. The facilitator must also provide to the Director a copy of the imposition of sentence related to the felony conviction and the completion of all terms of the sentence within 90 days of such action; and
3. If the event concerns a civil action or arbitration proceeding: the court or arbiter, the jurisdiction, the case name, the case number, a description of the matter or a copy of the

complaint, and a copy of the verdict, the court or arbitrational decision, or, if settled, the settlement agreement and court's order of dismissal.

C. The facilitator may submit a written statement with any notice under these Rules to be included in the facilitator's records.

D. These Rules apply to all criminal convictions and unprofessional or dishonest conduct events that occur on or after the effective date of this Rule.

8.3 Unlicensed Practice

A. Statement of Basis and Purpose and Authority

The purpose of these Rules is to clarify the procedures for the Director to prevent against the unlicensed practice of natural medicine facilitation services, pursuant to section 12-170-105(1)(g), C.R.S. and these Rules.

The authority for these Rules is set forth in sections 12-170-105(1)(a) and -105(1)(g), C.R.S.; 12-170-108, 12-20-405(1)(a), C.R.S.; and 24-4-103, C.R.S.

B. If it appears to the Director that a person without a license is engaged in the provision of facilitation, the Director may issue an order to cease and desist their conduct in accordance with section 12-20-405(1)(a), C.R.S. Any individual who receives an order directing them to cease and desist the unlicensed practice of natural medicine facilitation services may request a hearing pursuant to sections 12-20-405(1)(b), 24-4-104, and 24-4-105, C.R.S.

C. An individual who is not licensed may perform a bona fide religious, culturally traditional, or spiritual ceremony, if the individual informs all persons engaging in the ceremony that the individual is not a licensed facilitator and that the ceremony is not associated with commercial, business, or for-profit activity.

Commented [MR4]: Shannon Hughes - Please consider adding: Nothing herein (regarding unlicensed practice) precludes an individual's right to engage in the personal use of natural medicine.

Commented [NB5]: J. Kappel: Utilize the defined term "Facilitation"

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Commented [NB6]: B. Majewska: Clarify that this language doesn't interfere with personal use (add "with regulated natural medicine")

Commented [NB7R6]: S. McAllister: Not fully reflective of the statutory language, Cf. Title 18

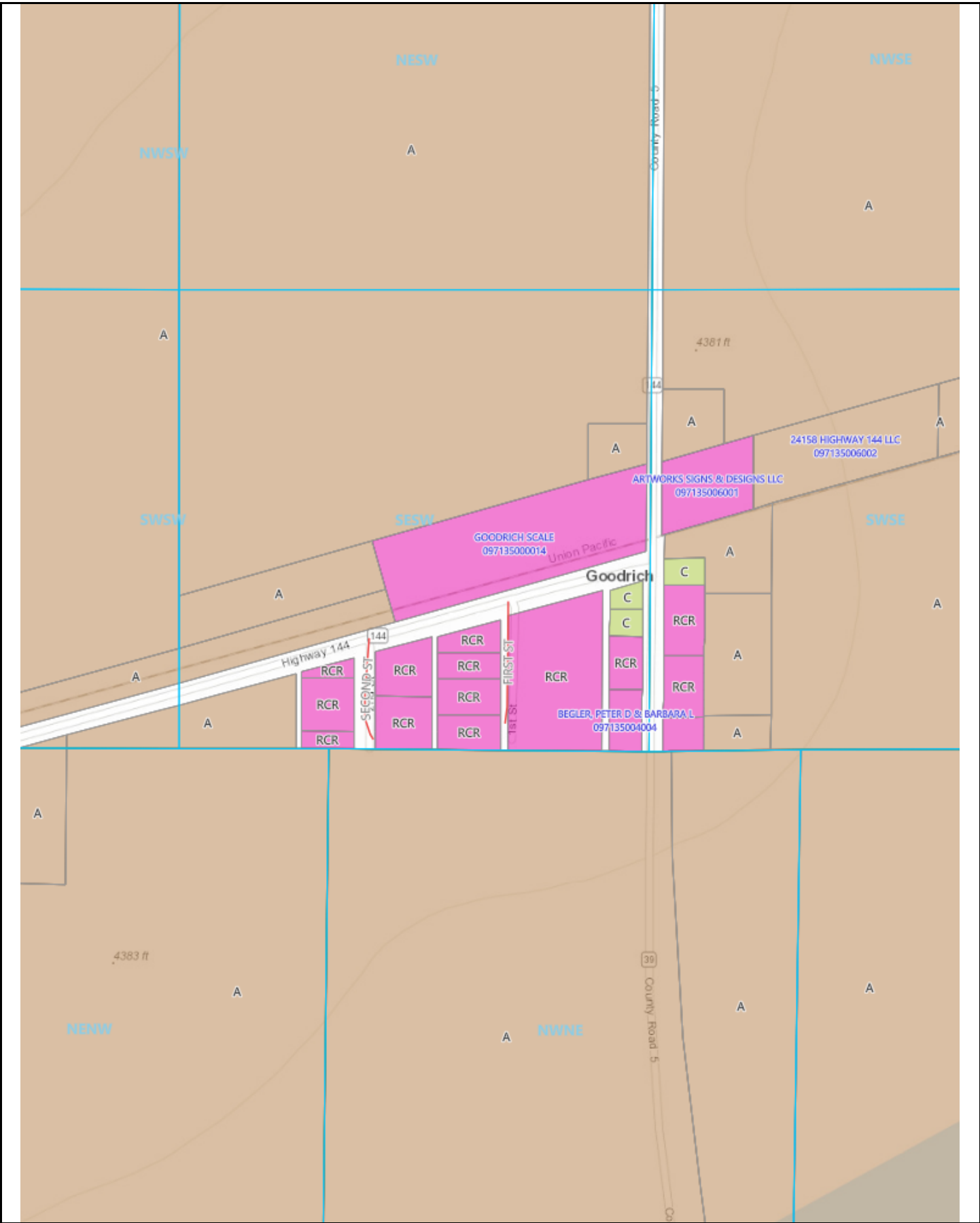
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Editor's Notes

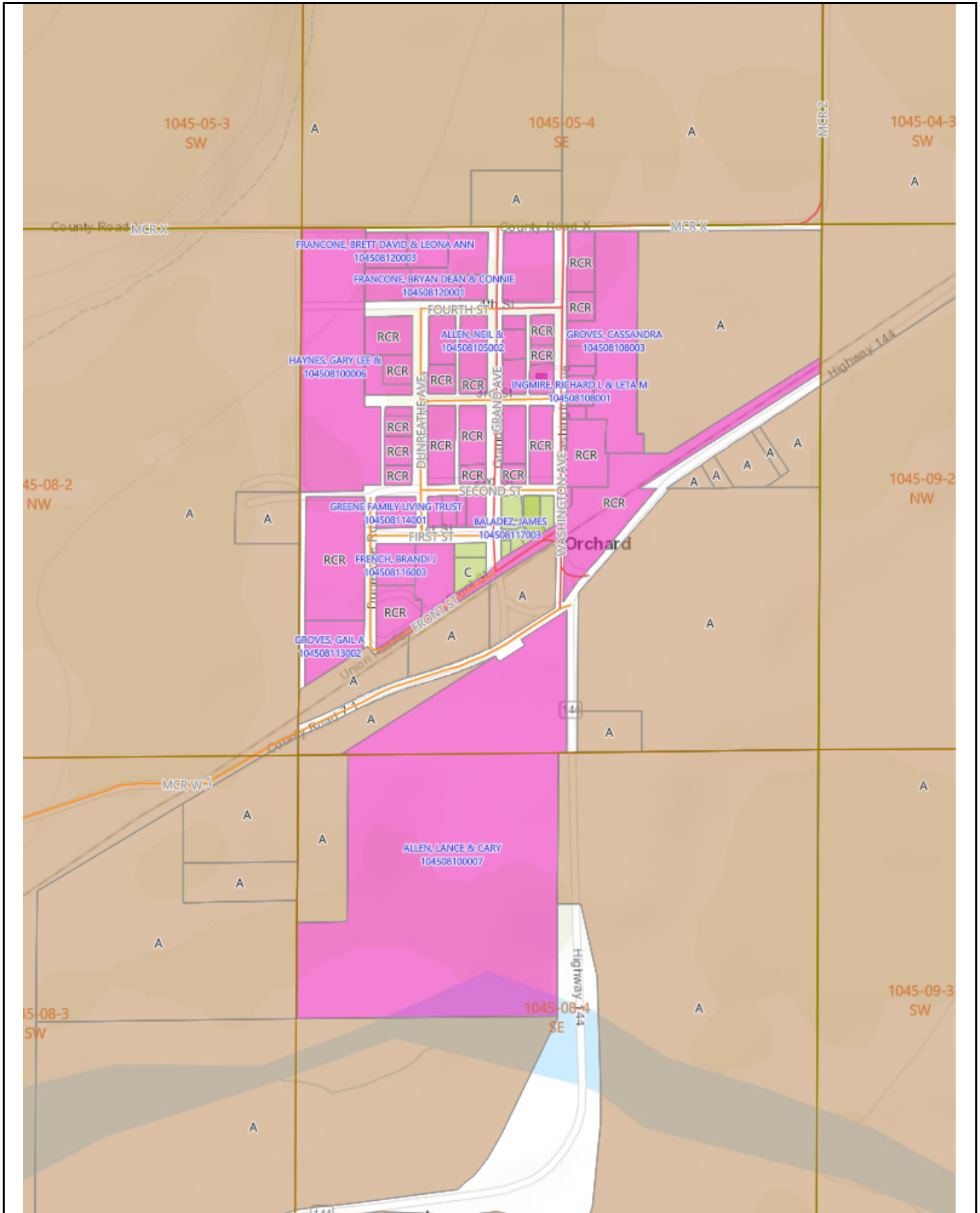
History

Annotations

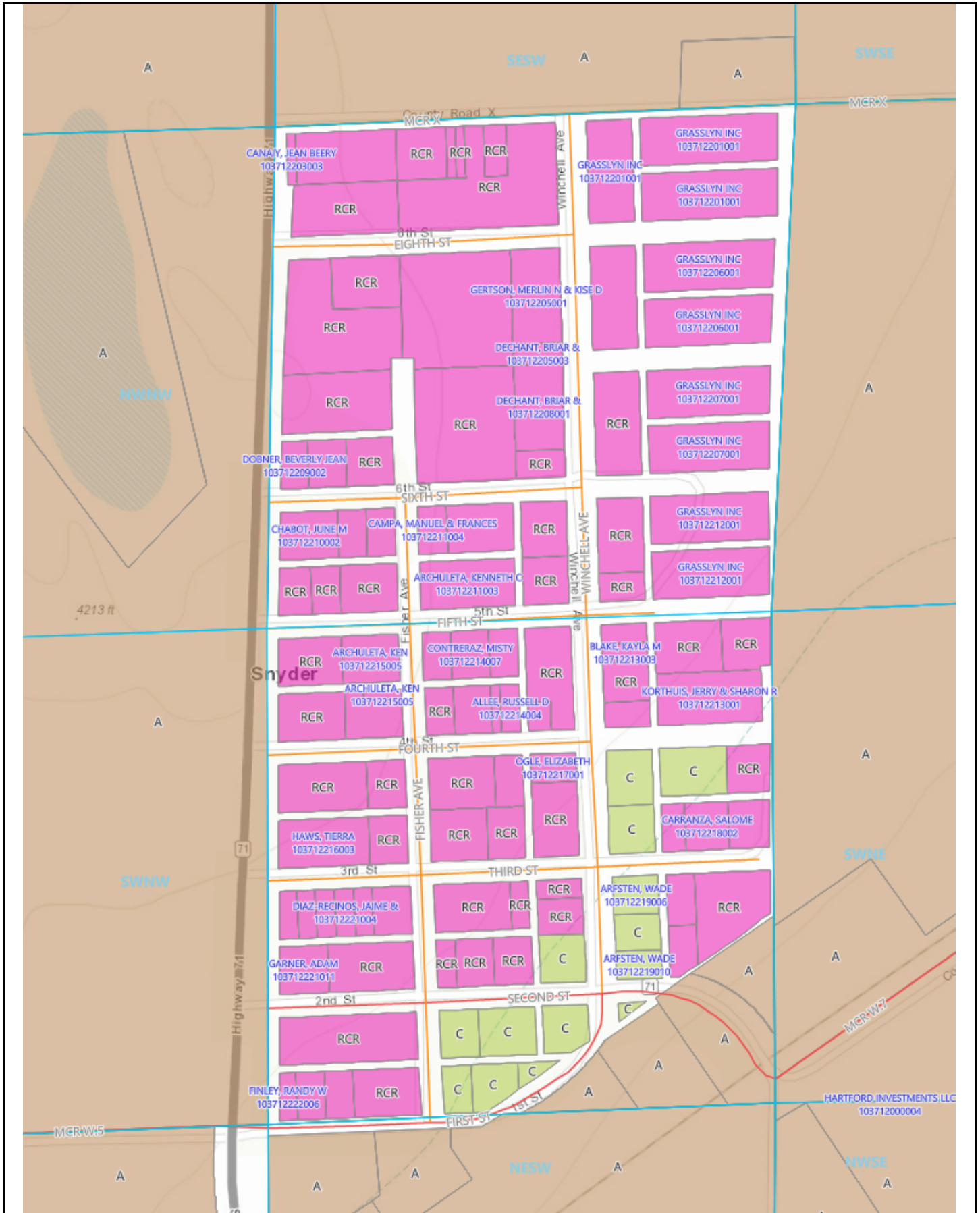
Goodrich Zoning



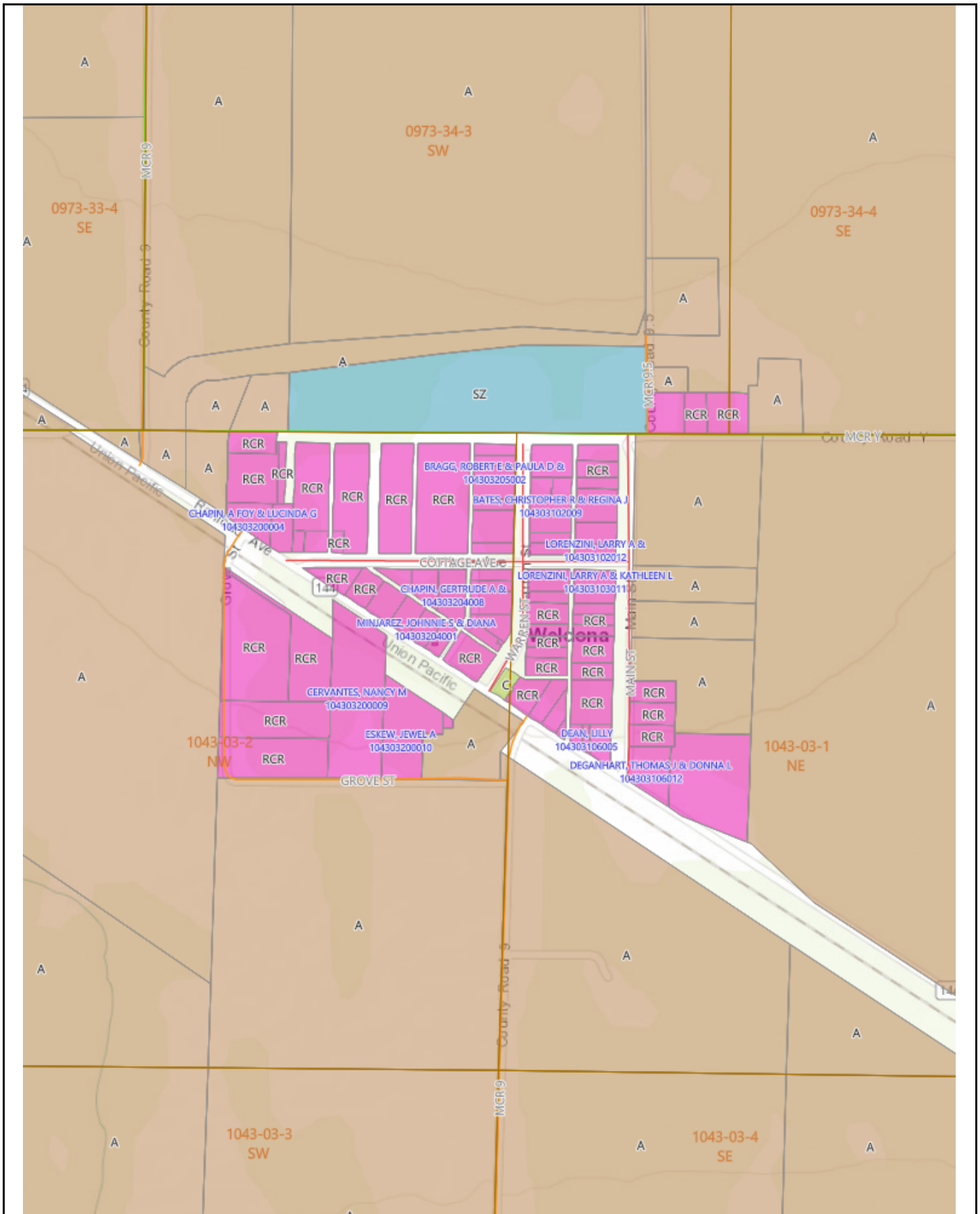
Orchard Zoning



Snyder Zoning



Weldona Zoning



Wiggins Zoning

