



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE**

BOARD OF DIRECTORS STUDY SESSION

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday February 28, 2023 beginning at 6:00 p.m.

1. Colorado Well presentation
2. Election Resolution and cost
3. Resolution 3-2023 correction in resolution
4. CCAAC Review

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday February 28, 2023, beginning at 6:15 p.m.

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

Special Meeting February 10, 2023
Regular Meeting February 14, 2023
CCAAC Minutes February 16, 2023

7. BILLS PAYABLE.
8. FINANCIAL REPORT.
9. OPERATIONAL REPORT.
 - a. Beckwith Dam report
 - b. Committee Reports Newsletter / Post Office
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
11. CITIZENS INPUT.
12. ATTORNEYS REPORT:
13. AGENDA ITEMS:

Resolution 3-2023 Resolution DEO Corrections	Discussion/Action
Hiring of Community Resource Services of CO	Discussion/Action
Resolution 9-2023 Designation of Deputy DEO	Discussion/ Action

14. OLD BUSINESS: Applewood Weather to clear

15. NEW BUSINESS:

16. CCACC:

A. New Construction

- a. 4018 Bent Brothers Ct. Garage
- b. 4283 Cuerno Verde Blvd Home and Garage

B. Actions

- a. 3 closed completed
- b. 1 Second letters
- c. Third letters
- d. 5 Legal Action

17. CORRESPONDENCE: Gunnison Pagnotta, Barbara Randell, Letter to board, Finnesgard

18. EXECUTIVE SESSION:

19. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019. Alternate location if so, needed will be at the Recreation Center located at 5000 Cuerno Verde, Colorado City, CO. 81019. Posted February 24, 2023

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting February 28 2023

Time: Feb 28, 2023 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87904030955?pwd=dEhHT1RWVVZtTXVNRTg4MTMxeENTQT09>

Meeting ID: 879 0403 0955

Passcode: 267785

One tap mobile

+17193594580,,87904030955#,,,,*267785# US

+12532050468,,87904030955#,,,,*267785# US

Dial by your location

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 564 217 2000 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

Meeting ID: 879 0403 0955

Passcode: 267785

Find your local number: <https://us02web.zoom.us/j/87904030955?pwd=dEhHT1RWVVZtTXVNRTg4MTMxeENTQT09>

RESOLUTION NO. 09-2023

**RESOLUTION TO APPOINT DEPUTY DESIGNATED ELECTION OFFICIAL
COLORADO CITY METROPOLITAN DISTRICT**

WHEREAS, pursuant to § 32-1-804(2), C.R.S., the Board of Directors of the Colorado City Metropolitan District (“District”), Pueblo County, Colorado, is authorized to designate a Designated Election Official (“DEO”) to exercise the authority of the Board in conducting the May 2, 2023 regular metropolitan district election (the “Election”); and

WHEREAS, on January 10, 2023, the Board adopted Resolution No. 03-2023 naming James Naron as the Designated Election Official and authorizing the DEO to cancel the election upon certain conditions; and

WHEREAS, the Board has approved a contract with Community Resources Services of Colorado LLC (“CRS”) to conduct the Election and the Board wishes to appoint a representative of CRS to serve as Deputy DEO.

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

1. The Board hereby names Sue Blair whose address is 7995 E. Prentice Ave. Suite 103E, Greenwood Village, CO 80111, as the Deputy Designated Election Official for the regular special district election scheduled for the 2nd day of May, 2023.
2. The Board hereby approves and ratifies any actions the DEO and Ms. Blair in furtherance of the election.
3. The Board hereby authorizes and directs the Deputy DEO to exercise any and all duties and responsibilities of the Designated Election Official in connection with the Election.

A motion was made and seconded, and, upon a majority vote, this Resolution was **ADOPTED AND APPROVED** by the Board this 14th day of February 2023.

COLORADO CITY METROPOLITAN DISTRICT

By: _____

Neil Elliot Chairperson

ATTEST:

Gregory Collins Secretary

**AGREEMENT TO
PROVIDE ELECTION SERVICES**

This **AGREEMENT TO PROVIDE ELECTION SERVICES** (“Agreement”), effective as of the ____ day of _____, 2023 (“Effective Date”), is made and entered into by and between **COLORADO CITY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”) and **COMMUNITY RESOURCE SERVICES OF COLORADO, LLC.**, a Colorado limited liability company (“Company”) (collectively, the District and Company are the “Parties” and each individually a “Party”).

A. RECITALS

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Company will provide to the District the election services set forth in the Scope of Work attached as **Exhibit A** (“Services”).

NOW, THEREFORE, in consideration of the compensation, and the mutual covenants and promises, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. AGREEMENT

I. HIRING OF COMPANY; APPOINTMENT OF DESIGNATED ELECTION OFFICIAL

1.1 Hiring of Company. The District hereby hires Company, and Company agrees to perform the Services, pursuant to the terms and conditions set forth herein.

1.2 Appointment of Designated Election Official. The District hereby appoints Sue Blair, the CEO of the Company, to serve as the Deputy Designated Election Official (“DEO”) in the provision of the Services.

1.3 Independent Contractor Status. Company is an independent contractor as provided in § 8-40-202(2)(b)(I)-(IV), CRS, as amended, and nothing herein contained shall constitute or designate Company or any of its managers, officers, employees, agents, subcontractors or suppliers as employees of the District. The work performed by Company shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to Company for the Services provided herein. The District shall not be responsible for Company’s means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto.

II. DUTIES AND AUTHORITIES

2.1 General Limitations and Requirements. Company shall perform the Services to the best of its capabilities and consistent with the standards and practices for

the provision of such Services within the greater Denver metropolitan area. Company shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the District's Board of Directors ("Board") as reflected in the minutes of the District Board meetings. Company shall at all times conform to the stated policies established and approved by the District.

2.2 Compliance with Applicable Law. Company shall provide the Services in full compliance with all applicable laws, rules and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District (collectively, "Applicable Law").

2.3 No Right or Interest in District Assets. Company shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services. In the event of any early termination of this Agreement, the District shall pay the Company for all the Services satisfactorily performed prior to the designated termination date.

2.4 General Duties and Authority. In connection with its specific duties, Company agrees to:

(i) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Part V hereof.

(ii) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(iii) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Company shall be obligations of Company which shall hold the District harmless therefrom.

(iv) "Work Product" shall consist of all written materials maintained by Company in connection with performance of this Agreement, including but not limited to all correspondence, maps, plans, drawings, specifications, reports, election records, PDF formatted electronic files and other documents, in whatever form. Company shall maintain copies of all Work Product in files, including reproducible drawings of any project drawings which it obtains, shall make them available for the District's use, and shall provide such copies to the District upon request at commercial printing rates. Company shall be entitled to retain copies of all Work Product at its own expense in the event of termination. If Company maintains the Work Product requested by the District in electronic format, it shall not charge the District for providing the Work Product electronically.

III. COMPENSATION

3.1 Compensation. Company Services are billed on an hourly basis. The Company's current fee schedule is attached hereto as **Exhibit B**. Individual billing rates change from time to time but will remain consistent through the completion of the May 2, 2023 election; Exhibit B is provided as a general guideline for purposes of this Agreement. The District will be billed for work performed by personnel of the Company in increments of one-tenth of an hour; billing will be submitted to the District on a monthly basis. It is understood by the Parties that all bills are due within 45 days of the date on the receipt and if all undisputed amounts are not paid within 45 days in which the District is billed, the Company may cease providing Services to the District. The District may terminate this Agreement at any time upon payment of all undisputed amounts owing to the Company, in accordance with Section 4.2 hereof.

3.2 Exceptions to Compensation. Certain exceptions to the compensation arrangements may be agreed to in writing by the Parties in advance of the associated work to be performed.

3.3 Costs. In addition to fees, the Company will incur costs in providing the Services. Costs are billed by the Company at no markup to the District and are included in the monthly billing. The District will be made aware of any unanticipated costs.

IV. DURATION AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the Effective Date, shall be effective as of such Effective Date regardless of the date of execution hereof, and unless earlier terminated, shall expire on December 31, 2023 ("Term").

4.2 Termination. Either Party may terminate this Agreement for convenience or for cause, in whole or in part, by delivery to the other Party of a written notice of termination at least 30 days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date of termination.

In the event of termination, the District shall pay Company for all the Services satisfactorily performed prior to the designated effective date of termination based upon the compensation formula provided in Exhibit B, giving the due account for Services for which the District has become responsible through the effective date of termination.

Upon any termination, Company shall transfer and deliver to the District all Work Product, which shall be deemed from and after the Effective Date of this Agreement to be the property of the District.

V. INSURANCE

5.1 Insurance Coverage Requirements. Company shall acquire and maintain during the Term of this Agreement, including any extensions of the Term, insurance in the following minimum amounts:

- (i) Worker's Compensation insurance as required by law.
- (ii) Comprehensive general liability insurance, in the minimum amount of \$1,000,000 for each occurrence; \$2,000,000 general aggregate; and \$1,000,000 products and completed operations aggregate.
- (iii) Commercial Automobile Liability Insurance, \$1,000,000 each accident, any auto.

Company shall provide to the District at the beginning of the Term of this Agreement certificates of insurance demonstrating appropriate coverage in the amounts designated above. Such certificates shall provide that coverages afforded thereunder shall not be cancelled without sixty (60) days prior written notice to the District. The District shall be named as an additional insured on Company's comprehensive general liability insurance. All policies of insurance shall state that the Company's insurance is primary and the District's insurance is non-contributory.

VI. MISCELLANEOUS

6.1 Assignment. Neither this Agreement, nor any of the Parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party.

6.2 Subcontractors. The Company is solely and fully responsible to the District for the performance of the Services under this Agreement. Use of any subcontractor by Company shall be pre-approved in writing by the District. Company agrees that each and every agreement of the Company with any subcontractor to perform the Services under this Agreement shall be terminable not-for-cause, and that all such contracts shall terminate immediately upon termination of this Agreement. Company further agrees to require each subcontractor to carry insurance forms and amounts satisfactory to the District in its sole discretion and that all warranties (express or implied) resulting from any subcontracts shall inure to the benefit of the District and its successors and assigns.

6.3 Modification. This Agreement may only be modified, amended or changed by a written document signed by the Parties.

6.4 Integration. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party or the agent of either Party that is not contained in this Agreement, or a modification made pursuant to Section 6.3, shall be valid or binding.

6.5 Persons Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

6.6 Notices. All notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

District Mailing Address:

Colorado City Metropolitan District
P.O. Box 20229
Colorado City, CO 81019
Attn: James Eccher

Company Mailing Address:

Community Resource Services of Colorado, LLC
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Sue Blair

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party by written notice so provided may change the address to which future notices or documents shall be delivered.

6.7 Recovery of Attorneys' Fees, Costs and Expenses. In the event of civil action or proceeding between the Parties arising from or relating to this Agreement and/or the Services, the prevailing Party shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by the prevailing Party.

6.8 Subject to Annual Budget and Appropriation. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. If the District Board fails to appropriate funds for the next year, this Agreement shall automatically terminate without any liability to the District beyond any funds remaining in the current year that were previously appropriated by the Board.

6.9 Governmental Immunity. Nothing in this Agreement is intended, nor shall be construed, as a waiver or limitation on the rights, benefits, privileges and immunities enjoyed by the District and its directors, officers, employees, volunteers and agents under federal and state law, including but not limited to, the Colorado Governmental Immunity Act, 24-10-101, CRS.

6.10 Execution. This Agreement may be executed in counterparts and by facsimile or electronic pdf, all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

COMMUNITY RESOURCE SERVICES OF COLORADO, LLC

By: _____
Sue Blair, CEO

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of January, 2023, by Sue Blair, as CEO of Community Resource Services of Colorado, LLC.

Witness my hand and official seal.
My commission expires:

Notary Public

THE DISTRICT:

**COLORADO CITY METROPOLITAN
DISTRICT**

By: _____
Board President

Attest:

Board Secretary

EXHIBIT A
SCOPE OF WORK (proposal)

This proposal is based on conducting a mail ballot election for the District for the upcoming May 2, 2023 regular election. Sue Blair would serve as the District's deputy designated election official. Company staff would fully conduct all aspects of the election, including, but not limited to, the following:

- ✓ Provide self-nomination forms
- ✓ Prepare and publish Call for Nominations
- ✓ Work with vendor for printing of ballot packets, including ballot, secrecy sleeve with instructions, return envelope and mailing envelope
- ✓ Provide printed ballots and election materials included within "ballot packet"
- ✓ Coordinate the mailing of ballot packets
- ✓ Coordinate efforts with outside vendors regarding voting machines and ballots
- ✓ Process absentee ballot requests
- ✓ Preparation of election documentation necessary to conduct the count and provide a certification of election results
- ✓ Receive, enter ballot return into pollbook, open and prepare ballots for count
- ✓ Recruit, appoint and train election judges, and prepare all necessary forms
- ✓ Provide UOCAVA ballots, handling and counting procedures
- ✓ Counting of ballots
- ✓ Assist District with preparation of documentation for filing with DOLA

The hours spent to conduct an election can vary depending on community involvement and interest and the need for community/coordination meetings. Company bills on a time and materials basis. The District will only be billed for actual time spent. The District will be responsible to pay all hard costs directly to the vendors for printing and mailing of ballots and programming charges incurred with the poll book and voting machines. We anticipate that a majority of Company time spent on this election will be billed at \$150.00 per hour. Ms. Blair's hourly rate is \$200.00/hour. CRS services are estimated between \$12,000 - \$16,000. In addition, the District will pay directly for printing and postage. CRS did receive a quote for printing of the ballot packets based on 4,500 electors in the amount of \$18,232.40 plus estimated postage costs of \$1,238.00.

EXHIBIT B
2022/2023 Rates

District Management & Administration:

Director & Managers	\$125.00-\$200.00
Assistant Managers & Admin. Coordinators	\$ 90.00-\$125.00
Administrative Support Personnel	\$ 60.00-\$ 90.00

Additional Expenses:

Direct non-salary expenses incurred, identifiable and not applicable to general overhead, will be charged at actual invoice cost, including but not limited to travel-related expenses, project equipment and supplies and subcontractors.

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page

RESOLUTION 3-2023
RESOLUTION OF COLORADO CITY METROPOLITAN DISTRICT
CONCERNING MAY 2, 2023 ELECTION
INCLUDING APPOINTMENT OF DESIGNATED ELECTION OFFICIAL AND
AUTHORIZATION OF THE DESIGNATED ELECTION OFFICIAL TO CANCEL THE
ELECTION

WHEREAS, a regular election is to be held on Tuesday, May 2, 2023, for the purpose of electing members to the Board of Directors of the Colorado City Metropolitan District ("District"); and

WHEREAS, two three-year terms for Director shall be open at the regular election to be held on May 2, 2023, by the District; and

WHEREAS, the Board of Directors wishes to hereby appoint a Designated Election Official to be responsible for conducting the election and to set forth certain details regarding the election.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Colorado City Metropolitan District of Pueblo County, Colorado, that:

1. A regular election of the eligible electors of the District shall be held on Tuesday, May 2, 2022, between the hours of 7:00 A.M. and 7:00 P.M., at which election the electors shall vote for two Directors to serve three-year terms.

2. The current term of office for Terry Kraus, Harry Hochstetler, and Neil Elliot will expire following the regular election to be held on May 2, 2023.

3. The election shall be held and conducted in accordance with the Colorado Local Government Election Code, applicable portions of the Uniform Election Code of 1992, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law (collectively, the "Applicable Law").

1. The Board of Directors hereby designates James Naron, whose address is:
4483 Decker Place
Colorado City Colorado 81019

as the Designated Election Official ("DEO") for the regular special district election to be held on May 2, 2023 and following the election to serve until replaced by the Board, and authorizes the DEO to undertake all reasonable actions that are necessary or convenient for the conduct of the election. Among other matters, the DEO shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election and printing and mailing of ballots, and direct that all other appropriate actions be accomplished. Except as otherwise provided by Applicable Law, the DEO shall render all interpretations and shall make all initial decisions as to controversies or other matters arising in the operation of the election.

- o The Board hereby names Cristy Adams as the Deputy DEOs for the regular special district election scheduled for May 2, 2023.

2. The election shall be conducted as a mail ballot election in accordance with the applicable provisions of the Applicable Law. The DEO shall develop a plan for conducting the mail ballot Election, which will be made available to the public. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official's office listed above.

3. Mail ballots may be either returned by United States mail or returned to the depository located at the Designated Election Official's address listed above.

4. Applications for absentee ballots may be filed with the DEO, at the address listed in paragraph 4 above, no later than the close of business on the seventh day prior to the election (Tuesday, April 25, 2023).

5. Self-Nomination and Acceptance forms are available at the DEO's office located at the above address. All candidates must file a Self-Nomination and Acceptance form with the DEO no earlier than January 1, 2023 and no later than the close of business (5:00 p.m.) 67 days prior to the date of the election (Friday, February 24, 2023).

6. An affidavit of intent to be a write-in candidate for Director to serve for any designated vacancy shall be filed with the DEO no later than the close of business (5:00 p.m.) on Monday, February 27, 2023.

7. If the only matter before the eligible electors is the election of persons to office and if, at the close of business on March 1, 2023, there are not more candidates than offices to be filled at the election, including candidates filing affidavits of intent no later than the close of business on Monday, February 27, 2023, the Board authorizes and directs the DEO to cancel the election and declare the candidates elected.

8. If the election is so canceled, the Board authorizes and directs the DEO to publish a Notice of Cancellation of Election and post it at each polling place and in the offices of the DEO and the County Clerk and Recorder of each county in which the District is located, and to file such Notice with the Division of Local Government. The DEO shall also notify the candidates that the election was canceled and that they are elected by acclamation.

9. Pursuant to §1-11-103(3), and §1-13.5-513(1), C.R.S., if the DEO has cancelled the election, the DEO or District will file this Resolution, together with the Notice of Cancellation, with the Division of Local Government.

10. Should any part or provision of this Resolution be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the intention that the various provisions hereof are severable.

11. All acts, orders, resolutions, or parts thereof, of the District that are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

12. All past actions taken by the District, or its DEO, Board members individually and collectively, officers, agents, attorneys, and consultants, directed toward the lawful conduct of the election were done in the best interests of the District and said actions are hereby ratified and confirmed as if originally taken with full authority.

13. In the event of a conflict between this Resolution and Applicable Law, the Applicable Law shall control.

14. The provisions of this Resolution shall take effect immediately.

Adopted and approved this 10 day of JANUARY 2023, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

COLORADO CITY METROPOLITAN DISTRICT

By: 
Neil Elliot, President and Chairman of the Board

ATTEST:


Harry Hochstetler, Treasure

RESOLUTION 3-2023
RESOLUTION OF COLORADO CITY METROPOLITAN DISTRICT
CONCERNING MAY 2, 2023 ELECTION
INCLUDING APPOINTMENT OF DESIGNATED ELECTION OFFICIAL AND
AUTHORIZATION OF THE DESIGNATED ELECTION OFFICIAL TO CANCEL THE
ELECTION

WHEREAS, a regular election is to be held on Tuesday, May 2, 2023, for the purpose of electing members to the Board of Directors of the Colorado City Metropolitan District (“District”); and

WHEREAS, two **Four-year terms** for Director shall be open at the regular election to be held on May 2, 2023, by the District; and

WHEREAS, the Board of Directors wishes to hereby appoint a Designated Election Official to be responsible for conducting the election and to set forth certain details regarding the election.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Colorado City Metropolitan District of Pueblo County, Colorado, that:

1. A regular election of the eligible electors of the District shall be held on Tuesday, May 2, 2022, between the hours of 7:00 A.M. and 7:00 P.M., at which election the electors shall vote for two Directors to serve Four-year terms.

2. The current term of office for Terry Kraus, Harry Hochstetler, and Neil Elliot will expire following the regular election to be held on May 2, 2023.

3. The election shall be held and conducted in accordance with the Colorado Local Government Election Code, applicable portions of the Uniform Election Code of 1992, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law (collectively, the “Applicable Law”).

1. The Board of Directors hereby designates James Naron, whose address is:
4483 Decker Place
Colorado City Colorado 81019

as the Designated Election Official (“DEO”) for the regular special district election to be held on May 2, 2023 and following the election to serve until replaced by the Board, and authorizes the DEO to undertake all reasonable actions that are necessary or convenient for the conduct of the election. Among other matters, the DEO shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election and printing and mailing of ballots, and direct that all other appropriate actions be accomplished. Except as otherwise provided by Applicable Law, the DEO shall render all

interpretations and shall make all initial decisions as to controversies or other matters arising in the operation of the election.

- The Board hereby names Cristy Adams as the Deputy DEOs for the regular special district election scheduled for May 2, 2023.

2. The election shall be conducted as a mail ballot election in accordance with the applicable provisions of the Applicable Law. The DEO shall develop a plan for conducting the mail ballot Election, which will be made available to the public. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official's office listed above.

3. Mail ballots may be either returned by United States mail or returned to the depository located at the Designated Election Official's address listed above.

4. Applications for absentee ballots may be filed with the DEO, at the address listed in paragraph 4 above, no later than the close of business on the seventh day prior to the election (Tuesday, April 25, 2023).

5. Self-Nomination and Acceptance forms are available at the DEO's office located at the above address. All candidates must file a Self-Nomination and Acceptance form with the DEO no earlier than January 1, 2023 and no later than the close of business (1:00 p.m.) 67 days prior to the date of the election (Friday, February 24, 2023).

6. An affidavit of intent to be a write-in candidate for Director to serve for any designated vacancy shall be filed with the DEO no later than the close of business (5:00 p.m.) on Monday, February 27, 2023.

7. If the only matter before the eligible electors is the election of persons to office and if, at the close of business on March 1, 2023, there are not more candidates than offices to be filled at the election, including candidates filing affidavits of intent no later than the close of business on Monday, February 24, 2023, the Board authorizes and directs the DEO to cancel the election and declare the candidates elected.

8. If the election is so canceled, the Board authorizes and directs the DEO to publish a Notice of Cancellation of Election and post it at each polling place and in the offices of the DEO and the County Clerk and Recorder of each county in which the District is located, and to file such Notice with the Division of Local Government. The DEO shall also notify the candidates that the election was canceled and that they are elected by acclamation.

9. Pursuant to §1-11-103(3), and §1-13.5-513(1), C.R.S., if the DEO has cancelled the election, the DEO or District will file this Resolution, together with the Notice of Cancellation, with the Division of Local Government.

10. Should any part or provision of this Resolution be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the intention that the various provisions hereof are severable.

11. All acts, orders, resolutions, or parts thereof, of the District that are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

12. All past actions taken by the District, or its DEO, Board members individually and collectively, officers, agents, attorneys, and consultants, directed toward the lawful conduct of the election were done in the best interests of the District and said actions are hereby ratified and confirmed as if originally taken with full authority.

13. In the event of a conflict between this Resolution and Applicable Law, the Applicable Law shall control.

14. The provisions of this Resolution shall take effect immediately.

Adopted and approved this 10 day of JANUARY 2023, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

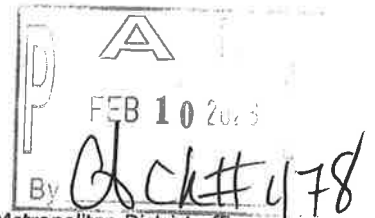
COLORADO CITY METROPOLITAN DISTRICT

By: _____
Neil Elliot, President and Chairman of the Board

ATTEST:

Harry Hochsstetler, Treasure

Colorado City Architectural Advisory Committee
P.O. Box 20229
Colorado City, Colorado 81019
719-676-3396 colocityreception@ghvalley.net



Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3pm on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: Keith Honda
Mailing Address: POB 19366 Email: hondak54@gmail.com
City: Colorado City State: CO ZIP: 81019 Telephone: 970888 2065
Property Address: 4018 Bent Brothers Court
City: Colorado City State: CO ZIP: 81019 Lot 24 Unit 16 Parcel# 4619216031

CONTRACTOR

Contractor: Silverline Structures
Mailing Address: 996 Twin Sisters Circle Email: sales@silverline.com
City: Empire State: CO Zip: 80516 Telephone: 3035516988 License # _____

Requested Approval for: Commercial Building Residence Garage Shed Fence Other _____

Type of Construction: Steel Wood Manufactured Other _____

Mobile Home: New Used Year Built: _____ Pueblo County Zoning Code: _____ CCMD Zoning Code: _____

Floor Area Square Footage: _____ Square Footage Required by Covenants: _____

REQUIRED ITEMS for submittal of application:

- Approved Pueblo County Planning Forms (New Construction)
- City/County Approved Water and Sewage Access (New Construction) see back
- Accurate Setbacks with Plot Plan Drawn to Scale (include easements) (from Planning/Zoning approval)
- Property Line Staked Out Corners
- Foundation Plan and Building Staked Out **Before** Excavation
- One (1) copy of Blue Print and One (1) Electronic Copy sent to colocityreception@ghvalley.net
- Elevations – Front, Back and Sides
- Exterior Color Scheme, Type of *Siding* and *Roofing Materials* Must be indicated
- Location of Improvements (*Porches, Decks, Garages, Carports, Driveways, Accessory Buildings, Landscaping*)
- Remodel Residence / Re-Roof Residence and/or Garage
- Garages and Accessory Buildings must have distance between buildings
- Fence – Type of Materials, Height and Locations

I have read and agree to abide by the unit's protective covenants for which this application is submitted:

Property Owner's or Contractor's Signature [Signature] Date 2/9/22

This application will not be accepted until you read and sign on reverse.

CONDITIONS APPLYING TO THIS APPLICATION

- It is clearly understood that the granting of architectural approval does not relieve the owner or building of compliance with Pueblo County Zoning Resolutions and/or Building Codes and Subdivision Regulations; it is also understood that the construction shall commence within 90 days of Colorado City Architectural Advisory Committee (CCAAC) approval. Actual construction period shall not exceed 180 days without committee approval. Failure to comply with these time limitations automatically terminates CCAAC approval. Any changes made to the submitted plans, either before or during construction, must be approved by CCAAC; or applying to the owner's unit. Copies of the covenants are available at the Colorado City Metropolitan District office or at www.colorado.gov/coloradocitymetro.
- New Construction must purchase water and sewer within 60 days after application approval. If septic and/or a cistern is being used on the building site, the Pueblo County Health Department must approve in writing that these sources qualify under Pueblo County Health Codes.
- Preliminary plans should be brought before CCAAC for approval. One (1) complete set of plans and specifications for construction, including all required items listed on the opposite side of this page, must be submitted for approval. Drawings must be professionally prepared and acceptable for the Pueblo Regional Planning Department.
- CCAAC meets the first and last Tuesdays of each month. After reviewing plans and specifications, CCAAC will approve the submitted plans by the next regular meeting (providing all requirements have been met). The Committee will retain one {1} set of approved plans. Incomplete applications will not be placed on a meeting agenda but will be returned to property owners for completion of missing information.
- Construction must not commence until you have received a Letter of Approval from CCAAC. As stated above, omissions of any information will delay the approval process. All construction must be confined to the lot listed or the reverse side of this document. Greenbelts and adjacent lots must not be used as access or storage during construction.
- **CCAAC is not responsible for any monetary losses you incur;** therefore, you are encouraged to obtain approval before proceeding with construction or purchases affected by this application.

CCAAC Fee Schedule

Please note that a check or money order for the appropriate amount must be included with your application

Commercial/Industrial	\$400.00
Multifamily Residential	\$300.00
New Single Family Residential	\$200.00
Sheds/Fences/Garages/Carports/Decks	\$ 40.00
Remodeling Residential	\$ 50.00
Re-Roofing	\$ 25.00
Sewer Tap	\$8,250.00
Water Tap	\$8,250.00

NOTE: A Late Fee amounting to double the original filing fee will be charged if filing application AFTER construction has begun. For instance, if filing after construction of a shed, that amount would be \$80 {\$40 application fee + \$40 late fee) and must accompany application.

I have read and understand the provisions of this application and understand that incomplete applications will be returned to me for the required information before being considered by CCAAC.

Property Owner/Contractor Signature: _____

Date: 2/9/22

CCAAC Inspection Report

Date Inspected: 2/23/23 Inspected by: LARRY BARB

Lot 21 Unit: 16 Parcel: _____

Address: 4018 BENT BROTHERS LT

Approved

Structure: GARAGE Yes No

Form: _____ Yes No

Texture: METAL BLOB Yes No

Color: BEIGE Yes No

Ext. Appurtenances _____ Yes No

Property lines Marked? Yes No

Structure lines Marked? Yes No

Minimum Sq. Ft. _____ Actual build sq. Ft. _____

Set Backs Required

Front Bldg: _____ OK _____ Rear Bldg: _____ OK _____

Side Bldg: _____ OK _____ Open Space: _____ OK _____

Approved / Disapproved by CCAAC member: LARRY BARB

Additional Notes:

HOUSE IS THE SAME COLOR AS THE PROPOSED GARAGE

OWNER : HONDA KEITH
 LEGAL DESCRIPTION : PAR A LOT LINE
 VACATION #98-08 FORMERLY
 46-192-16-020, -021, + -029

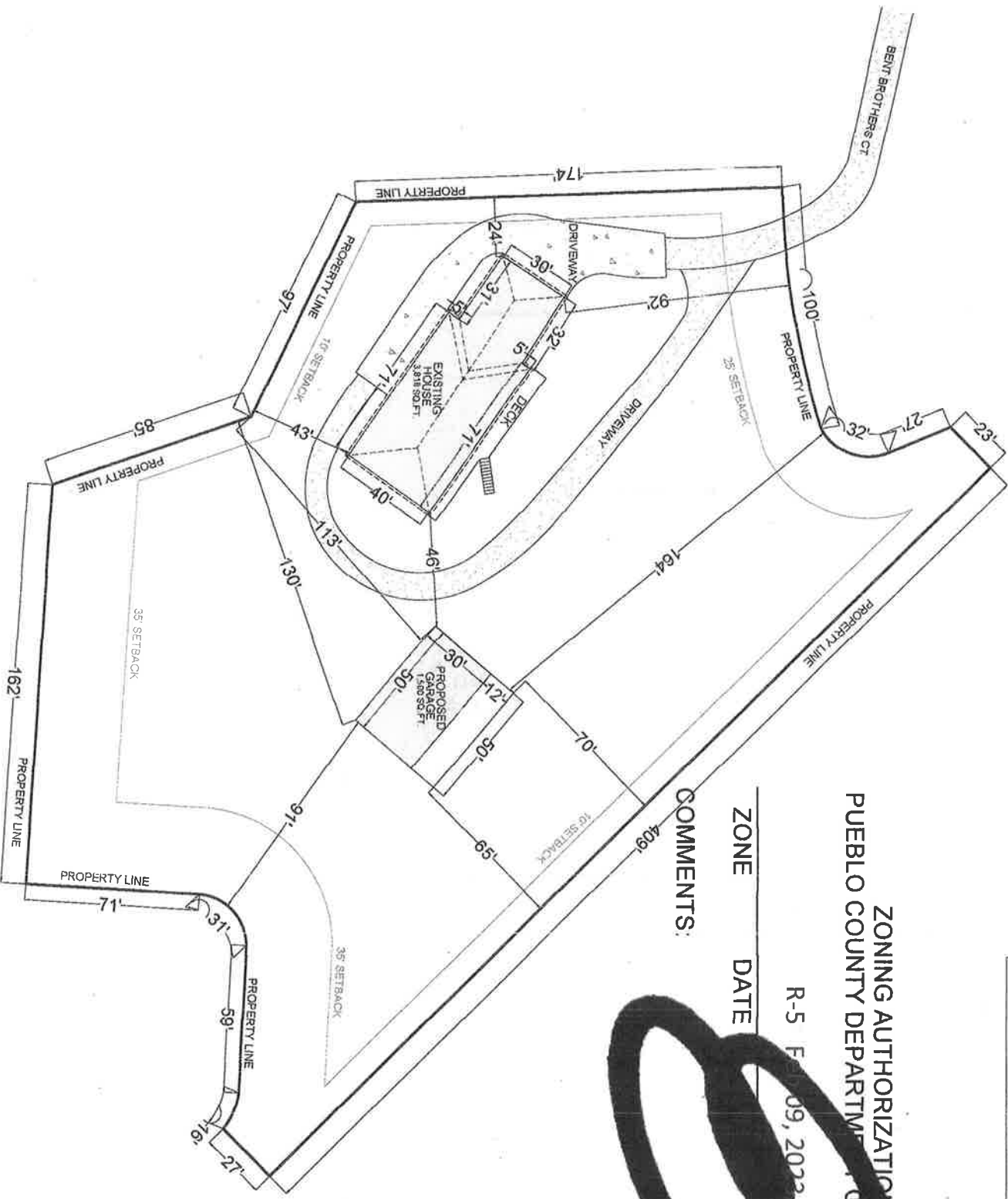
ZONING AUTHORIZATION FOR BUILDING
 PUEBLO COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

R-5 FEB 09, 2022

ZONE DATE DIRECTOR REPRESENTATIVE

COMMENTS:

OK



NOTES:
 ZONING - R5

ADDRESS:
 4018 BENT BROTHERS CT
 COLORADO CITY, CO 81019

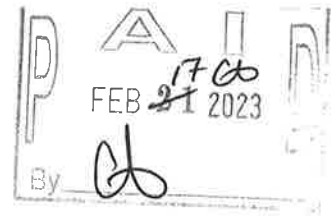
SITE PLAN
 PARCEL ID: 4619216031
 LOT AREA: 1.91 ACRES
 PLOT SIZE: 8.5' X 11'
 DRAWING SCALE 1"=60'



Colorado City Architectural Advisory Committee
P.O. Box 20229

Colorado City, Colorado 81019

719-676-3396 colocityreception@ghvalley.net



Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3pm on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: Richard and Cynthia Sather
Mailing Address: 1125 Uinter st Email: Satherinc@nglconnection.net
City: Evanston State: WY ZIP: 82930 Telephone: 307-444-3905
Property Address: 4283 Cuerno Verde Blvd
City: Colorado City State: CO ZIP: 81019 Lot: 19 Unit: 4 Parcel#: 4713404005

CONTRACTOR

Contractor: Better By Design, LLC
Mailing Address: 66 N. Laser Dr. Email: GTHALL@icloud.com
City: Pueblo West State: CO Zip: 81007 Telephone: 520-979-7745 License #: 00136664

Requested Approval for: Commercial Building Residence Garage Shed Fence Other _____

Type of Construction: Steel Wood Manufactured Other _____
Modulee

Mobile Home: New Used Year Built: 2023 Pueblo County Zoning Code: R1 CCMD Zoning Code: R1

Floor Area Square Footage: 1173 Square Footage Required by Covenants: 720 sq ft +

REQUIRED ITEMS for submittal of application:

- Approved Pueblo County Planning Forms (New Construction)
- City/County Approved Water and Sewage Access (New Construction) see back
- Accurate Setbacks with Plot Plan Drawn to Scale (include easements) (from Planning/Zoning approval)
- Property Line Staked Out Corners
- Foundation Plan and Building Staked Out **Before** Excavation
- One (1) copy of Blue Print and One (1) Electronic Copy sent to colocityreception@ghvalley.net
- Elevations - Front, Back and Sides
- Exterior Color Scheme, Type of *Siding* and *Roofing Materials* Must be indicated
- Location of Improvements (*Porches, Decks, Garages, Carports, Driveways, Accessory Buildings, Landscaping*)
- Remodel Residence / Re-Roof Residence and/or Garage
- Garages and Accessory Buildings must have distance between buildings
- Fence - Type of Materials, Height and Locations

I have read and agree to abide by the unit's protective covenants for which this application is submitted:

Property Owner's or Contractor's Signature: [Signature] Date: 2/14/23

This application will not be accepted until you read and sign on reverse.

CONDITIONS APPLYING TO THIS APPLICATION

- It is clearly understood that the granting of architectural approval does not relieve the owner or building of compliance with Pueblo County Zoning Resolutions and/or Building Codes and Subdivision Regulations; it is also understood that the construction shall commence within 90 days of Colorado City Architectural Advisory Committee (CCAAC) approval. Actual construction period shall not exceed 180 days without committee approval. Failure to comply with these time limitations automatically terminates CCAAC approval. Any changes made to the submitted plans, either before or during construction, must be approved by CCAAC; or applying to the owner's unit. Copies of the covenants are available at the Colorado City Metropolitan District office or at www.colorado.gov/coloradocitymetro.
- New Construction must purchase water and sewer within 60 days after application approval. If septic and/or a cistern is being used on the building site, the Pueblo County Health Department must approve in writing that these sources qualify under Pueblo County Health Codes.
- Preliminary plans should be brought before CCAAC for approval. One (1) complete set of plans and specifications for construction, including all required items listed on the opposite side of this page, must be submitted for approval. Drawings must be professionally prepared and acceptable for the Pueblo Regional Planning Department.
- CCAAC meets the first and last Tuesdays of each month. After reviewing plans and specifications, CCAAC will approve the submitted plans by the next regular meeting (providing all requirements have been met). The Committee will retain one {1} set of approved plans. Incomplete applications will not be placed on a meeting agenda but will be returned to property owners for completion of missing information.
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- **CCAAC is not responsible for any monetary losses you incur;** therefore, you are encouraged to obtain approval before proceeding with construction or purchases affected by this application.

CCACC Fee Schedule

Please note that a check or money order for the appropriate amount must be included with your application

Commercial/Industrial	\$400.00	
Multifamily Residential	\$300.00	
New Single Family Residential	\$200.00	
Sheds/Fences/Garages/Carports/Decks	\$ 40.00	
Remodeling Residential	\$ 50.00	
Re-Roofing	\$ 25.00	
Sewer Tap	\$8,250.00	9,000.00
Water Tap	\$8,250.00	11,000.00

NOTE: A Late Fee amounting to double the original filing fee will be charged if filing application AFTER construction has begun. For instance, if filing after construction of a shed, that amount would be \$80 {\$40 application fee + \$40 late fee} and must accompany application.

I have read and understand the provisions of this application and understand that incomplete applications will be returned to me for the required information before being considered by CCAAC.

Property Owner/Contractor Signature: _____ *[Signature]* **Date:** 2/14/23

Date 2/16/23

NO. _____

CCAAC Complaint Report

Complaint PROPERTY CLEANED UP
(NOXIOUS ^{WAS} & OFFENSIVE)

Property Address 4011 COLORADO

Parcel# 4619305046 Unit 5 Lot 638 Zoning: County _____ CCMD _____

CCAAC Recommendation

- No Action Explanation _____
- Title 8 – Pueblo County Health and Safety Risk Reference _____
Explanation _____
- Title 17 – Pueblo County Zoning Violation Reference _____
Explanation _____
- Colorado City - Covenant Violation Reference 3 NOXIOUS & OFFENSIVE
Explanation TRASH

CCAAC Response Recommendation CLOSE FILE

Colorado City Metro Board Action

Date _____

- Action Approved as Recommended
- Action Altered or Denied
Explanation _____
- Action tabled for further investigation
Explanation _____

Date 2/9/23

NO. C-36

CCAAC Complaint Report

Complaint TRASH + DEBRIS

Property Address 5013 VIGIL DR.

Parcel# 4723401598 Unit 1 Lot 709 Zoning: County _____ CCMD _____

CCAAC Recommendation

No Action Explanation _____

Title 8 – Pueblo County Health and Safety Risk Reference _____
Explanation _____

Title 17 – Pueblo County Zoning Violation Reference _____
Explanation _____

Colorado City - Covenant Violation Reference 3
Explanation _____

CCAAC Response Recommendation CLOSE FILE
CLEANED UP

Colorado City Metro Board Action

Date _____

- Action Approved as Recommended
- Action Altered or Denied
Explanation _____
- Action tabled for further investigation
Explanation _____

Date 1-10-23

NO. C-152

CCAAC Complaint Report

Complaint NOXIOUS AND OFFENSIVE

Property Address 4677 EAST JEFFERSON

Parcel# _____ Unit 14 Lot 1260 Zoning: County _____ CCMD _____

CCAAC Recommendation

- No Action Explanation PROPERTY HAS BEEN CLEANED UP.
- Title 8 – Pueblo County Health and Safety Risk Reference _____
Explanation _____
- Title 17 – Pueblo County Zoning Violation_ Reference _____
Explanation _____
- Colorado City - Covenant Violation Reference _____
Explanation _____

CCAAC Response Recommendation CLOSE FILE

Roger B. Lowe

Colorado City Metro Board Action

Date _____

- Action Approved as Recommended
- Action Altered or Denied
Explanation _____
- Action tabled for further investigation
Explanation _____

Date 2/7/2023

No. c-159

CCAAC Complaint Report

Complaint R/V Positioned in front yard

Property Address 2898 Applewood Dr.

Parcel# 30 Unit 20 Zoning: County _____ CCMD _____

CCAAC Recommendation

No Action Explanation _____

Title 8-Pueblo County Health and Safety Risk Reference _____
Explanation _____

Title 17-Pueblo county Zoning Violation Reference _____
Explanation _____

Colorado City-Covenant Violation Reference _____
Explanation R/V,s are to be stored in rear of lot.

CCAAC Response Recommendation *1ST LETTER 1-19-23*
NO CHANGE. NEXT LETTER

Colorado City Metro Board Action

Date

Action Approved as Recommended

Action Altered or Denied
Explanation _____

Action tabled for further investigation
Explanation _____

Date 2/9/23

NO. C-67

CCAAC Complaint Report

Complaint ABANDONED VEHICLES / NON-OPERABLE
VEHICLES

Property Address 4715 CUERNOVERDE BLVD.

Parcel# _____ Unit 2 Lot 205 Zoning: County _____ CCMD _____

CCAAC Recommendation

- No Action Explanation _____
- Title 8 – Pueblo County Health and Safety Risk Reference _____
Explanation _____
- Title 17 – Pueblo County Zoning Violation Reference _____
Explanation _____
- Colorado City - Covenant Violation Reference 3
Explanation 3 letters sent. not corrected

CCAAC Response Recommendation COURT ACTION?
1ST LETTER SENT 12-3-21, 2ND LETTER 6-30-22.
THIRD LETTER 10-6-22

Colorado City Metro Board Action

Date _____

- Action Approved as Recommended
- Action Altered or Denied
Explanation _____
- Action tabled for further investigation
Explanation _____

Date 1-10-23

No. C 94

CCAAC Complaint Report

Complaint abandoned vehicle

Property Address 5309 Monte Vista

Parcel# 53 Unit 2 Zoning: County _____ CCMD _____

CCAAC Recommendation

No Action Explanation _____

Title 8-Pueblo County Health and Safety Risk Reference _____
Explanation _____

Title 17-Pueblo county Zoning Violation Reference _____
Explanation _____

Colorado City-Covenant Violation Reference _____
Explanation Abandoned vehicle, empty lot

CCAAC Response Recommendation

*NEXT LETTER - HAS NOT RESPONDED TO ~~IND~~ LTR. DATED 9-22-22
(NEXT STEP IS LEGAL PROCESS)*

Colorado City Metro Board Action

Date _____ Ctrl+ ;

Action Approved as Recommended

Action Altered or Denied
Explanation _____

Action tabled for further investigation
Explanation _____

Date 2-16-23

NO. 119

CCAAC Complaint Report

Complaint House Deteriorating - Being Demolished
Windows - Doors Removed

Property Address 2749 APPLEWOOD DR

Parcel# 461F320014 Unit 67 Lot 20 Zoning: County _____ CCMD _____

CCAAC Recommendation

No Action Explanation _____

Title 8 - Pueblo County Health and Safety Risk Reference _____

Explanation Danger to

Title 17 - Pueblo County Zoning Violation Reference _____

Explanation _____

Colorado City - Covenant Violation Reference 5, 9

Explanation Offensive NOX15

CCAAC Response Recommendation Metro needs to ACT

3 letters sent, 1st letter sent 4-14-22

second letter sent 5-12-22 third letter sent 8-17-22

Colorado City Metro Board Action

Date _____

Action Approved as Recommended

Action Altered or Denied

Explanation _____

Action tabled for further investigation

Explanation _____

Date 2-16-23

NO. C135

CCAAC Complaint Report

Complaint Auto Body Repair Commercial Vehicles
CONEX Individual is operating an auto body
repair business

JOHN & SHAWNA RYDER 10447 HINGER LINGER LN

Property Address 3980 COLORADO BLVD HOME ON PROPERTY

Parcel# 21619105118 Unit 5 Lot 681 Zoning: County R-1 CCMD R-1

CCAAC Recommendation

No Action Explanation _____

Title 8 – Pueblo County Health and Safety Risk Reference _____

Explanation _____

Title 17 – Pueblo County Zoning Violation Reference 17.24.020

Explanation NOT Zoned for commercial vehicle storage

Colorado City - Covenant Violation Reference 1, 3

Explanation _____

CCAAC Response Recommendation ^{SUGGEST} A 3rd letter sent 2-9-23

to be sent if OK, 1st letter sent 07-20-22

2nd letter sent 10-29-22, need to send 3rd letter

Colorado City Metro Board Action

Date _____

Action Approved as Recommended

Action Altered or Denied

Explanation _____

Action tabled for further investigation

Explanation _____

Date 2-16-23

NO. 119

CCAAC Complaint Report

Complaint House Derelict - Being Demolished
Windows - Doors Removed

Property Address 2749 APPLEWOOD DR

Parcel# 461F320014 Unit 67 Lot 20 Zoning: County _____ CCMD _____

CCAAC Recommendation

No Action Explanation _____

Title 8 - Pueblo County Health and Safety Risk Reference _____

Explanation Danger to

Title 17 - Pueblo County Zoning Violation Reference _____

Explanation _____

Colorado City - Covenant Violation Reference 5, 9

Explanation offensive NAKS

CCAAC Response Recommendation Metro needs to ACT

3 letters sent, 1st letter sent 4-14-22

second letter sent 5-12-22 third letter sent 8-12-22

Colorado City Metro Board Action

Date _____

Action Approved as Recommended

Action Altered or Denied

Explanation _____

Action tabled for further investigation

Explanation _____



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS SPECIAL MEETING**

A **SPECIAL** meeting of the Board of Directors of the Colorado City Metropolitan District will be held Friday February 10, 2023 **beginning at 3:00 p.m. Chairman Elliot called the Special Meeting to order at 3:00 p.m.**

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

Chairperson Neil Elliot
Secretary Greg Collins via Zoom
Treasurer Harry Hochstetler
Director Sarah Hunter
Director Terry Kraus via Zoom

4. APPROVAL OF AGENDA.
Mr. Hochstetler motions to approve the Agenda. Mrs. Hunter second the motion. Chairman Elliot calls the vote. All Board Members are in favor. The Agenda is approved.
5. Agenda Item.
Beckwith Dam to approve \$55,000 for matching Funds towards the Dam project.
Mrs. Hunter made the motion to approve \$55,000.00 for matching funds towards the Dam Project.
Mr. Hochstetler seconds the motion. Chairman Elliot calls the vote. Mr. Hochstetler yes. Mrs. Hunter yes. Chairman Elliot yes. Mr. Collins yes. Mr. Kraus yes. Motion passes.
6. ADJOURNMENT.
Chairman Elliot adjourns the meeting at 3:10 p.m.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairman

ATTEST:

Harry Hochstetler, Treasurer
Approved this 28th day of February 2023

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



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE**

BOARD OF DIRECTORS STUDY SESSION

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday February 14, beginning at 6:00 p.m. Chairman Elliot calls the Study Session to order at 6:00 p.m.

1. **Health Dept Presentation**
The Health Department Representative did not make it due to the weather.
2. **Change orders for Red Cloud Project**
Alex with GMS was in the audience this evening. And the review of the change orders was included in the agenda packet. Chairman Elliot presented multiple questions to Alex including time frames for completion, and if the budget was being adhered to. Alex answered all of the questions that were brought to his attention at this time.
3. **Election Resolution and cost**
Due to Pueblo County not being able to conduct the CCMD Board Election in May, Manager Eccher has touched base with some entities and presented to the Board at this time a proposal amount of \$38,000.00, by Community Resources Services of Colorado. Mr. Collins wanted to know if Huerfano County could be contacted to run the election, or if there are any other options at this time. He feels that the price is insane and that we need to look into other options. Chairman Elliot is on the same page as he feels that the amount is outrageous. Chairman Elliot and Mr. Collins will make some calls to assist Manager Eccher as a delay in the process is not an option at this time.
4. **Applewood Park cost estimates to finish.**
Josh has done some research for pricing on the costs that it will take to complete the park project. Total pricing for certified playground chips, transportation of the chips, weed fabric and fabric staples (which does include a 10% discount) would come to about \$3500-\$3800.00. Weather is also a factor in this project, and we are in the winter season. The Board posed the question of what they could do to help. Suggested to do clean-up of the area first and then proceed as weather is permitting.
5. **CCAAC Review**
There is one new build being presented to the Board this evening at 3860 Sedgwick, that has been submitted. There are also a total of 7 letters asking for Board approval to be sent. Manager Eccher shared with the Board that there was not enough information on most of the letters are being submitted to the Board for approval. He does fill that the Build should be approved, but feels more information needs to be provided to the Board before any of the letters are approved to be sent out. Further discussion was held amongst the Board, Nancy Schuerr and Manager Eccher to assist Nancy in moving forward with what information needs to be presented to the Board moving forward.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairman

ATTEST:

Harry Hochstetler, Treasurer

Approved this 28th day of February 2023

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

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday February 14, 2023, beginning at 6:15 p.m. Chairman Elliot calls the Regular Meeting to order at 6:35 p.m.

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

Chairperson Neil Elliot
Secretary Greg Collins
Treasurer Harry Hochstetler
Director Sarah Hunter
Director Terry Kraus via Zoom

Also in Attendance:
Jim Eccher, District Manager
Yvonne Barron, Finance Director via Zoom
Greg Bailey Water & Sewer
Josh Briggs Parks n Rec

5. APPROVAL OF AGENDA
Mr. Collins motions to approve the Agenda as presented. Mrs. Hunter seconds the motion. Chairman Elliot calls the vote. All Board Members are in favor. The Agenda is approved.
6. APPROVALS OF MINUTES.
Public Hearing January 31,2023
Regular Meeting January 31,2023
CCAAC Minutes February 2,9, 2023
Mr. Hochstetler motions to approve the minutes. Mr. Collins seconds the motion. Chairman Elliot calls the vote. All Board Members are in favor. The Minutes are all approved.
7. BILLS PAYABLE.
Mr. Hochstetler motions to approve the bills to be paid. Mr. Collins seconds the motion. Few questions presented by the Board and were answered by Manager Eccher. Chairman Elliot calls the vote. All Board Members are in favor. Bills are approved to be paid.
8. FINANCIAL REPORT.
The report was included in the Board packet and presented by Manager Eccher. Chairman Elliot Calls the vote. All Board Members are in favor. Approved.
9. OPERATIONAL REPORT.
Directors Report
Presented by Manager Eccher to the Board all included in the packet from all departments of CCMD.
 - a. Beckwith Dam report
Report was included in the packet and presented to the Board by Manager Eccher.

Manager Eccher shared his visit with the Health Department regarding the pond that is located on the golf course. The pond is not CCMD property. The Health Department stated that we could not add any chemicals as it will kill the animals. Suggested to drain it and dry it out. Manager Eccher shared the only issue with that is that it's a natural spring and will not remain drained. Other option is to put a pump and fountain in it. The sewer is not backing up into the pond, it is just stagnant water.

b. Committee Reports Newsletter / Post Office

Chairman Elliot would like testing toilet water to be included in the news letter this month for water conservation.

The High School would like to paint an R on tank 2 and they have all of the supplies to complete the project. The concern is defacing the tank once the R is painted on the tank. Further discussion that will be presented at a later date.

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

11. CITIZENS INPUT. N/A

12. ATTORNEYS REPORT:

Report from the attorney regarding PFAS Litigation that was included in the packet.

13. AGENDA ITEMS:

Accepting of Change order Red Cloud

Discussion/Action

Mr. Hochstetler motions to approve the Change order. Mr. Kraus seconds the motion. Chairman Elliot calls the vote. Mr. Hochstetler yes. Mrs. Hunter yes. Mr. Collins yes. Mr. Kraus yes. Chairman Elliot yes. Change of order is approved.

Approval to pay for Invoice #7

Discussion/Action

Mr. Hochstetler motions to approve and pay Invoice #7. Mr. Collins seconds the motion. Chairman Elliot calls the vote. Mr. Kraus yes. Mr. Collins yes. Mrs. Hunter yes. Mr. Hochstetler yes. Chairman Elliot yes. Invoice #7 is approved to be paid.

Accepting proposal for Election

Discussion/ Action

Mr. Collins motions to Table this proposal until a possible Special Meeting. Mr. Kraus seconds the motion to Table the proposal. Chairman Elliot calls the vote. Mr. Hochstetler yes. Mrs. Hunter yes. Mr. Collins yes. Mr. Kraus yes. Chairman Elliot yes. Proposal Tabled until possible Special Meeting.

Resolution 9-2023 Designation of Deputy DEO

Discussion/ Action

Mr. Collins motions to table Resolution 9-2023. Mr. Kraus seconds the motion. Chairman Elliot calls the vote. Mr. Hochstetler yes. Mrs. Hunter yes. Mr. Collins yes. Mr. Kraus yes. Chairman Elliot yes. Resolution 9-2023 is Tabled at this time.

Resolution to use CTF Funds to finish Park

Discussion/ Action

Mr. Collins motions to approve \$15,000.00 in CTF funds in order to complete Applewood Park Project by May 15, 2023. Mr. Hochstetler seconds the motion. Chairman Elliot calls the vote. Mr. Hochstetler votes yes. Mr. Collins yes. Mrs. Hunter yes. Mr. Kraus yes. Chairman Elliot yes. CTF funds in the amount of \$15,000.00 are approved for disbursement.

14. OLD BUSINESS. Applewood Park

Applewood Park was discussed during the Study Session and CTF funds were approved for disbursement to complete by May 15, 2023.

Chairman Elliot did have questions regarding ADP and the status. Manager Eccher shared we are moving to a sister company that can handle our staffing and payroll needs. Looking to start training and

moving things over in the next couple of weeks.

15. NEW BUSINESS:

Manager Eccher shared that Josh Briggs had been looking into building a new build to keep his heavy Parks and Rec equipment in to be able to work on and keep out of the elements. Knowing this would be a large expense to his budget, even though it is in the budget he is looking at a current building located by the swimming pool. A garage door could be added to the building. He is just looking for the items that are being stored there by the VFC and Lions Club to be removed so he could pursue bids for the project. The Board is in favor, they just ask at this time for more solid quotes to bring to the Board and could possibly be up for a vote at the next meeting.

Mr. Collins had some thought on the Dual Well after some research that he had completed on his own. He believes it would not be as hard as it has been made to be to bring it back online. He feels we need the extra water source and we need to do it. He asked how much it would cost to get the Radon out of the tank. Manager Eccher shared past quote at \$60,000.00-\$100,000.00 and even with the DAF system it is not a guarantee that all of the Radon could be removed. Manager Eccher also shared that he would like to complete other projects that are underway currently to be able to know how much funding he could possibly have available for grants, etc. The Board asked that Manager Eccher investigate some quotes for Said project to have something to start looking into.

16. CCACC:

A. New Construction

a. 3860 Sedgwick Place House

Mr. Hochstetler motions to approve the new build at 3860 Sedgwick Place. Mr. Collins seconds the motion. Chairman Elliot wanted to make it a point that the Board was comfortable with the information provided to them by CCAAC in making their approval/disapproval. All Board Members feel the information is sufficient. Chairman Elliot calls the vote. Mr. Kraus yes. Mr. Collins yes. Mrs. Hunter yes. Mr. Hochstetler yes. Chairman Elliot yes. New Build is approved.

B. Actions

- a. 0 First Letters
- b. 2 Second letters
- c. 5 Third letters
- d. Small claims cases to file

Mr. Collins motions to Table approval of any letters until further information is received From CCAAC. Mrs. Hunter seconds the motion. Chairman Elliot addressed Nancy directly for her agreement in the Table and she was. Chairman Elliot calls the vote. Mr. Kraus yes. Mr. Hochstetler yes. Mrs. Hunter yes. Mr. Collins yes. Chairman Elliot yes. Tabled for further information.

17. CORRESPONDENCE:

Manager Eccher shared with the Board a letter that he has received from a resident that is requesting a Private meeting with the Board and his self as she believes that she should not be responsible for the sewer billing on her account as she states that she has not been able to utilize the sewer system. The Board is in favor of speaking with the resident, but it can not be in a private meeting she will need to come to a

Board meeting and address the Board at that time. Legally it can not be a private meeting.

18. EXECUTIVE SESSION: N/A
19. ADJOURNMENT.

Mr. Collins motions to adjourn the meeting. Mrs. Hunter seconds the motion.
Chairman Elliot adjourns the meeting at 7:50 p.m.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairman

ATTEST:

Harry Hochstetler, Treasurer
Approved this 28th day of February 2023

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



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE**

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

A meeting of the Board of Directors of the Colorado City Metropolitan District will be held Thursday February 23, 2023, **beginning at 1:00 p.m.**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.
There is not a quorum present.
4. APPROVAL OF AGENDA.
5. Agenda Item.
Architectural Considerations
6. ADJOURNMENT.
Nancy Scheurr adjourns the meeting at 1:02 pm as there is not a quorum present.

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



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE**

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

A meeting of the Board of Directors of the Colorado City Metropolitan District will be held Thursday February 16, 2023, **beginning at 1:00 p.m.**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.
There is not a quorum present.
4. APPROVAL OF AGENDA.
5. Agenda Item.
Architectural Considerations
6. ADJOURNMENT.
Nancy Scheurr adjourns the meeting at 1:02 pm as there is not a quorum present.

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

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
36219							
02/23	02/24/2023	36219	Acorn Petroleum, Inc	Fuel/Roads	01-6000-7151	389.49	389.49
02/23	02/24/2023	36219	Acorn Petroleum, Inc	Fuel/P&R	01-0208-7151	456.60	456.60
02/23	02/24/2023	36219	Acorn Petroleum, Inc	Fuel/WTP	02-0100-7151	547.92	547.92
02/23	02/24/2023	36219	Acorn Petroleum, Inc	Fuel/WWTP	03-0100-7151	365.28	365.28
02/23	02/24/2023	36219	Acorn Petroleum, Inc	Fuel/Adm	01-0100-7151	67.10	67.10
Total 36219:							1,826.39
36220							
02/23	02/24/2023	36220	ADVANCED COMPRESSOR SE	Cold SpringsAirCompressor/WTP	02-0100-7150	680.00	680.00
Total 36220:							680.00
36221							
02/23	02/24/2023	36221	Atencio Engineering, Inc.	Grant Work-DAM-CIP/WTP	02-0000-1815	8,440.00	8,440.00
Total 36221:							8,440.00
36222							
02/23	02/24/2023	36222	Batteries Plus #92	SLA 12-8F2 Batteries/WTP	02-0100-7150	201.20	201.20
Total 36222:							201.20
36223							
02/23	02/24/2023	36223	BH2 Land Surveying LLC	Applewood Survey/CCACC	01-0100-7123	350.00	350.00
Total 36223:							350.00
36224							
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Golf Maintain Shop/GCM	04-0201-7191	688.74	688.74
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	W&S Shop/WTP	02-0100-7191	622.49	622.49
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	W&S Shop/WWTP	03-0100-7191	622.49	622.49
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Waste Water Treat Plant/WWTP	03-0100-7191	449.01	449.01
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Golf Pro Shop/GC	04-0100-7191	2,543.98	2,543.98
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Admin Office/ADM	01-0100-7191	849.91	849.91
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Cold Springs/WTP	02-0100-7191	1,187.44	1,187.44
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Water Treat Plant/WTP	02-0100-7191	2,407.31	2,407.31
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Rec Ctr A/P&R	01-0203-7191	458.62	458.62
02/23	02/24/2023	36224	Colorado Natural Gas, Inc.	Rec Ctr B/P&R	01-0203-7191	335.89	335.89
Total 36224:							10,165.88
36225							
02/23	02/24/2023	36225	Colorado Special Districts Prop	WC Insurance/ADM	01-0100-7144	438.18	438.18
02/23	02/24/2023	36225	Colorado Special Districts Prop	WC Insurance/GC	04-0100-7144	1,168.48	1,168.48
02/23	02/24/2023	36225	Colorado Special Districts Prop	WC Insurance/P&R	01-0208-7144	1,898.78	1,898.78
02/23	02/24/2023	36225	Colorado Special Districts Prop	WC Insurance/WTP	02-0100-7144	3,797.56	3,797.56
Total 36225:							7,303.00
36226							
02/23	02/24/2023	36226	Core & Main LP	Corp STop CCXMIP/WTP	02-0100-7150	576.80	576.80

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
02/23	02/24/2023	36226	Core & Main LP	Ari Valve,Washer,SAD/WTP	02-0100-7150	918.96	918.96
Total 36226:							1,495.76
36227							
02/23	02/24/2023	36227	DEWCO PUMPS & EQUIPMENT,	Chlorine Pump/WTP	02-0100-7150	812.68	812.68
Total 36227:							812.68
36228							
02/23	02/24/2023	36228	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-001/WTP	02-0100-7141	467.48	467.48
02/23	02/24/2023	36228	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-001/WWTP	03-0100-7141	467.48	467.48
02/23	02/24/2023	36228	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-007/ADM	01-0100-7141	100.00	100.00
02/23	02/24/2023	36228	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-010/ADM	01-0100-7141	1,652.00	1,652.00
02/23	02/24/2023	36228	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-018/ADM	01-0100-7141	633.00	633.00
Total 36228:							3,319.96
36229							
02/23	02/24/2023	36229	DPC Industries, Inc.	Chlorine Cyl Rental/WTP	02-0100-7150	140.00	140.00
Total 36229:							140.00
36230							
02/23	02/24/2023	36230	Evoqua Water Technologies	Valve,Plug/WTP	02-0100-7150	486.50	486.50
Total 36230:							486.50
36231							
02/23	02/24/2023	36231	FEDEX	Transport Samples/WTP	02-0100-7150	26.24	26.24
Total 36231:							26.24
36232							
02/23	02/24/2023	36232	FIRST UNUM LIFE INSURANCE	Feb Premium/ADM	01-0000-2230	260.18	260.18
02/23	02/24/2023	36232	FIRST UNUM LIFE INSURANCE	Feb Premium/WTP	02-0000-2230	325.68	325.68
02/23	02/24/2023	36232	FIRST UNUM LIFE INSURANCE	Feb Premium/WWTP	03-0000-2230	272.95	272.95
02/23	02/24/2023	36232	FIRST UNUM LIFE INSURANCE	Feb Premium/GC	04-0000-2230	50.83	50.83
02/23	02/24/2023	36232	FIRST UNUM LIFE INSURANCE	Feb Premium/GCM	04-0000-2230	90.38	90.38
Total 36232:							1,000.02
36233							
02/23	02/24/2023	36233	HUB International Ins. Service	License & Permit Bond/Roads	01-6000-7125	1,199.00	1,199.00
Total 36233:							1,199.00
36234							
02/23	02/24/2023	36234	Metropolitan Life Insurance Co	Dental/Vision-March	01-0000-2230	521.02	521.02
Total 36234:							521.02
36235							
02/23	02/24/2023	36235	Potestio Brothers Equipment	Jac GK4 Mower-Capital/GCM	04-0201-7710	2,100.00	2,100.00
Total 36235:							2,100.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
36236							
02/23	02/24/2023	36236	Precision Hydraulics, Inc.	Valve Solenoid,ORings/GCM	04-0201-7184	485.29	485.29
Total 36236:							485.29
36237							
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	01-0000-2230	1,167.92	1,167.92
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	02-0000-2230	2,673.17	2,673.17
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	03-0000-2230	2,496.31	2,496.31
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	04-0000-2230	619.34	619.34
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	04-0000-2230	619.34	619.34
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	01-6000-6310	11.79	11.79
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	02-0100-6310	338.01	338.01
02/23	02/24/2023	36237	Public Sector Health Care Grou	Health Ins-Mar-2023	02-0100-6310	480.48	480.48
Total 36237:							8,406.36
36238							
02/23	02/24/2023	36238	SGS North America Inc.	Testing-Total Organic Carbon/WTP	02-0100-7122	575.00	575.00
Total 36238:							575.00
36239							
02/23	02/24/2023	36239	The Service Center LLC	Ser Ranger/WTP	02-0100-7122	50.91	50.91
02/23	02/24/2023	36239	The Service Center LLC	Ser Ranger/WWTP	03-0100-7122	50.91	50.91
Total 36239:							101.82
36240							
02/23	02/24/2023	36240	USA Blue Book	Quinhydrone/WTP	02-0100-7150	108.34	108.34
02/23	02/24/2023	36240	USA Blue Book	Kimax Glass (12)/WTP	02-0100-7150	1,112.39	1,112.39
02/23	02/24/2023	36240	USA Blue Book	Kimax Glass (12)/WWTP	03-0100-7150	1,112.39	1,112.39
Total 36240:							2,333.12
Grand Totals:							51,969.24

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-0000-2110	.00	10,789.48-	10,789.48-
01-0000-2230	1,949.12	.00	1,949.12
01-0100-7123	350.00	.00	350.00
01-0100-7141	2,385.00	.00	2,385.00
01-0100-7144	438.18	.00	438.18
01-0100-7151	67.10	.00	67.10
01-0100-7191	849.91	.00	849.91
01-0203-7191	794.51	.00	794.51
01-0208-7144	1,898.78	.00	1,898.78
01-0208-7151	456.60	.00	456.60
01-6000-6310	11.79	.00	11.79
01-6000-7125	1,199.00	.00	1,199.00
01-6000-7151	389.49	.00	389.49
02-0000-1815	8,440.00	.00	8,440.00

GL Account	Debit	Credit	Proof
02-0000-2110	00	26,976.56-	26,976.56-
02-0000-2230	2,998.85	.00	2,998.85
02-0100-6310	818.49	.00	818.49
02-0100-7122	625.91	.00	625.91
02-0100-7141	467.48	.00	467.48
02-0100-7144	3,797.56	.00	3,797.56
02-0100-7150	5,063.11	.00	5,063.11
02-0100-7151	547.92	.00	547.92
02-0100-7191	4,217.24	.00	4,217.24
03-0000-2110	00	5,836.82-	5,836.82-
03-0000-2230	2,769.26	.00	2,769.26
03-0100-7122	50.91	.00	50.91
03-0100-7141	467.48	.00	467.48
03-0100-7150	1,112.39	.00	1,112.39
03-0100-7151	365.28	.00	365.28
03-0100-7191	1,071.50	.00	1,071.50
04-0000-2110	.00	8,366.38-	8,366.38-
04-0000-2230	1,379.89	.00	1,379.89
04-0100-7144	1,168.48	.00	1,168.48
04-0100-7191	2,543.98	.00	2,543.98
04-0201-7184	485.29	.00	485.29
04-0201-7191	688.74	.00	688.74
04-0201-7710	2,100.00	.00	2,100.00
Grand Totals:	51,969.24	51,969.24-	00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check Type = {<->} "Adjustment"



Colorado City Metropolitan District

February 17, 2023

Mr. Kevin G. Rein, State Engineer, Mr. Mark Perry Dam Inspector,

Progress report for Beckwith Dam Project

Atencio Engineering are on schedule to meet the deadline of February 15th for the Arkansas Basin Roundtable (ABRT). Amanda have been working with Gracy Goodwin and we submitted a preliminary application to her on February 1st. She is going to review the application and provide feedback before the February 15th deadline. We are currently planning on participating in a virtual meeting either February 23rd or 24th (the date and time has not been set by ABRT just yet). We are also planning to attend the ABRT meeting on March 2nd. Assuming support by the ABRT, the application will then be submitted to the CWCB portal by April 1st deadline for review and approval. It is Amanda's understanding that if grants are awarded by both basin and state CWCB, the funding will not be made available to CCMD until August 2024. Engineering design, best case scenario, will take a minimum of 8 months to complete. Assuming all goes perfectly as planned, the engineering design will be completed by April 2024.

The district has continued to have communication with CWCB, USDA, and Pueblo County (FEMA) for the financing of the project. If we are able to secure funding through the ABRT this will make the process of getting future funding for project. CWCB representative will be coming to evaluate the dam and project on the 15th of February. The Colorado City Metropolitan District (CCMD) board of directors have committed to \$55,000 in matching funds on February 10, 2023, Special Meeting.

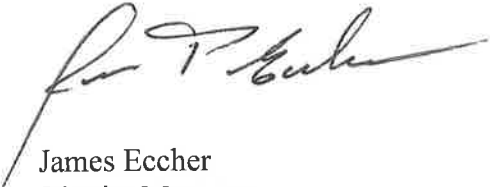
Neil and I meet with Joshua Godwin from CWCB to complete application for loan through CWCB. We have continued to gather information as to wells permits sent contacts for Water and CCMD, Attorneys , Engineers and Emergency plan.

We are also working on a Dissolved Air Filtration (DAF) which will have to be included in the design of Dam as to a footprint for the inlets and outlet to the plant for

consideration. We have NOCO Engineering involved with this project and is presently being reviewed by the State for the Revolving Fund Financing of project.

With everything in process and waiting for answer to funding and securing funding. The district will not be able to meet the April 2023 start time. It is my position that we are diligently working to get this and the snowpack not looking good for water run off this year would like to ask for an extension until August of 2023. At which time funding for Design and engineering should be secured if not by CWCB, USDA and/or FEMA we will be in a in a better position to have answers if funding will be available at that time.

Sincerely,

A handwritten signature in black ink, appearing to read "James Eccher", written in a cursive style.

James Eccher
District Manager
Colorado City Metropolitan District

WEEKLY DAM INSPECTION

		DATE
		2-23-23
LAKE	13.6	
4"	DRY	
6"	1 MIN = 950 ML	
SEEP	DRY	
WEIR	0.13	
PIT	DRY	
	Greg	

