



**CCACC:**

**Discussion/Action**

**A. New Construction:**

- 1. 4760 Mosca Place

Garage

**B. Actions**

- a. 1 First Letters
- b. 0 Second letters
- c. 0 Third letters
- d. 0 Unauthorized Structure

12. OLD BUSINESS. road resolution/ Recycling and AOS Certification Public Hearing Oct 10

13. NEW BUSINESS:

14. CORRESPONDENCE.

15. EXECUTIVE SESSION:

16. 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.

**Colorado City Metropolitan District**  
**4497 Bent brothers Blvd**  
**PO Box 20229**  
**Colorado City, Colorado 81019**

**Posted** September 22, 2023

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting September 26,2023

Time: Sep 26, 2023 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84591182772?pwd=S1lsUGJNNDlUQThZa2pVNmhSSFhsZz09>

Meeting ID: 845 9118 2772

Passcode: 654712

One tap mobile

+17193594580,,84591182772#,,,,\*654712# US

+16694449171,,84591182772#,,,,\*654712# US

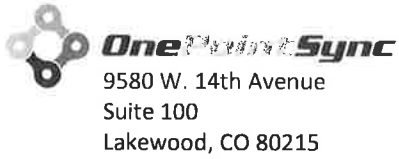
Dial by your location

- +1 719 359 4580 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 253 205 0468 US

Meeting ID: 845 9118 2772

Passcode: 654712

Find your local number: <https://us02web.zoom.us/u/kdltvYKAhl>



# INVOICE

Invoice #: 2023-1171

Date: 9/19/23

Due Date: 9/19/23

**Bill To:**

Colorado City Metropolitan District  
 James Eccher  
 4497 Bent Brothers Blvd PO Box 20229  
 Colorado City Co 81019

**Ship To:**

Colorado City Metropolitan District  
 James Eccher  
 4497 Bent Brothers Blvd PO Box 20229  
 Colorado City, CO 81019

P.O. No.

71519

Terms

Due on receipt

Description	Qty	Rate	Amount
Kerio Control Appliance Purchase	1	1,395.00	1,395.00T
Network Switches - 24 Port / Managed / POE	4	695.00	2,780.00T
Setup Firewall / vLan	4	125.00	500.00
Travel charge - OnSite Install	1	250.00	250.00

Please make all checks payable to "OnePointSync, LLC"

Thank you for your business!

**Subtotal** \$4,925.00

**Sales Tax (7.5%)** \$313.14

**Total** \$5,238.14

**Payments/Credits** \$0.00

**Balance Due** \$5,238.14



Toll Free:

888-586-7962

Fax:

888-586-2848

E-mail:

billing@onepointsync.com

Web Site:

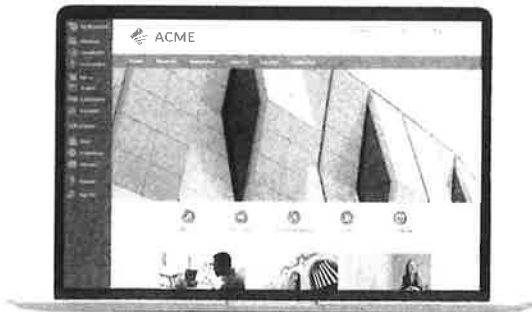
www.onepointsync.com





STREAMLINE™

The only special district  
website platform.



Streamline gives you  
more than *just* a website:

- ✓ Accessibility
- ✓ Regulatory Compliance
- ✓ Time Savings & Control
- ✓ Engagement
- ✓ Revenue
- ✓ Hosting & Security
- ✓ Training & Support

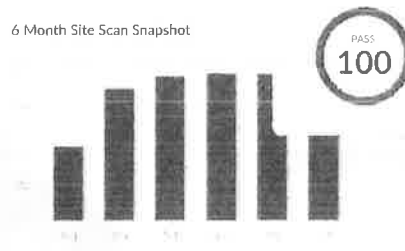


# Accessibility

Accessibility lawsuits cost thousands. Avoid the risk while making sure everyone can access your resources.



## 6 Month Site Scan Snapshot



Your Accessibility Dashboard flags issues, creates tasks and provides downloadable reports.

## Accessibility Assistant

Your Page Score

99

Fix & Auto Re-scan

Accessibility issues:

12/27/2019 10:00 AM 100%

- Heading order (1)
- All Text missing (1)

An On Page Assistant guides you on how to fix any issues.

COMING SOON!

Needs Work

### Complete Accessibility Training <sup>98</sup>

How do you complete training?

1. Watch this getting training & done by email.
2. Confirm training has been completed & understood via this checklist item.

\*Training status must be renewed annually (Jun 31)

### Publish your Website Accessibility Policy <sup>98</sup>

How do you publish your policy?

1. Review the [policy page](#).
2. Confirm that your updates are ready to post it on your site via this checklist item.

Completed



The first Accessibility Shield and integrated tool that ensures your website is safe from lawsuits.



# Regulatory Compliance

Our legal team does the research and our platform shows you exactly how to meet your state and federal requirements.



### SB 272 Enterprise System Catalog

The Enterprise System Catalog is required as of July 2016, under the passage of Senate Bill 272 which requires the creation of a catalog of records software systems. You can create your catalog using the Enterprise System Catalog.

> Board of Directors

> Financial Reports and Policies

> Other Policies

Not required to be updated or created since California November 2012.

You: **Compliance Dashboard** provides up-to-date checklists and templates based on your requirements.



**Automated Meeting & Agenda Tools** guide you through adding critical materials and posting them to your site *on time*.

### Join our Remote Meeting

Join our Remote Meeting via a secure link. You can join from your computer or mobile device.

Option 1: Join now with this computer or device

Join From Browser

Option 2: Join via telephone (one-touch link)

1-800-899-8333

A **Virtual Meeting Link wizard** guides you through posting your remote meeting links.

FREE!

Agency name:

Catalog URL:

First name:

Last name:

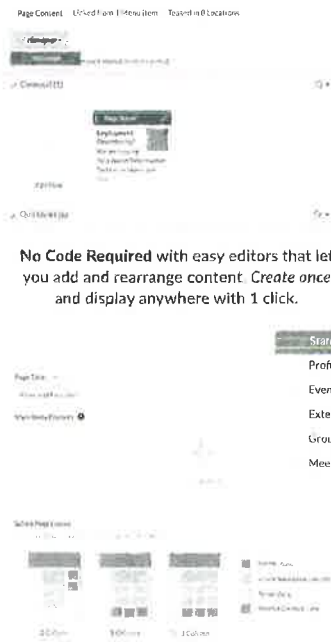
**SB 272 Tool** helps you publish your Enterprise System Catalog.

California Requirement



# Time Savings & Control

Districts always have to do more with less, EVERY tool that we make is designed to give you time back and control.



**No Code Required** with easy editors that let you add and rearrange content. *Create once* and display anywhere with 1 click.

- Standard Page
- Profile
- Event
- External
- Group
- Meeting

**District Specific Templates & Design Modules** save you time by guiding you on what to include for your district type.



**Our Migration Support team can move your content and have your site ready in as little as 2 weeks.**



Adriana Selis  
Implementation Manager





# Engagement

What the public thinks about your district matters. Make sure the right people know the right things so you're never at risk.



CUSTOMER FAVORITE

Date: 8/4/2023 10:19 AM  
Page: 10/17/2023  
Status: Approved  
Assigned to: Kim Rodgers  
Note (optional): Hi Kim, please set this card date up for a 60 day term. They look great!



Social Sharing lets you instantly push your website content to your social media pages.

Webforms collect feedback, documents, and more. You can assign different team members to respond and keep records of interactions.

Add a Contact

Email address

Subscribe to list

News & updates

Send Message

Send Feedback on page 100 - not used  
Form



Send a Photo on Facebook

Send a Photo on Facebook

One Click Newsletters collect and categorize emails, push content directly to customers and track performance.



# Revenue

No more chasing down payments and donations. Use that time for your next big project or catching up on an old one.



## Bill Pay

Amount (required)

Name (required)

Email (required)

Phone Number (required)

Continue to Payments

Payments & Donations allow customers to pay bills, purchase products, or make donations directly from your site.

Price (required)

Submit a fixed or variable dollar amount for this product

Set a fixed price for this product \$

Allow customer to enter the amount they'd like to pay

## TOTAL CONTROL

### Preview Receipt

Product Name

Date June 28th 2023

Payment Number 10001

Payment Method Card

Total Amount \$53.29

Contact Information

Email customer@company.com

First Name Jane

Last Name Smith

Street Address 123 Main Street

City San Francisco

Integrated Reporting lets you manage reports and view receipts on all orders, inventory and revenue.

stripe  intuit quickbooks.

Backed by Stripe, the world's largest payment processor and synced with your existing accounting software.



# Hosting & Security

Stop managing hosting and worrying about security. We make sure your site is available, secure, and easy to manage.



PASSWORD PROTECTED

EMAIL

brenda.daniels@getstreamline.com

PASSWORD

.....

Remember Me

Secure Cloud Infrastructure gives you confidence that your district and data are safe, secure, and always available.

Date edited:

- 1/15/2019 - 10:11 am
- 1/16/2019 - 10:11 am
- 1/20/2019 - 10:11 am
- 1/15/2019 - 10:11 am
- 1/16/2019 - 10:11 am

Edited by

- ccarras@gmail.com
- mariaelara@gmail.com
- mariaelara@gmail.com
- mariaelara@gmail.com
- mariaelara@gmail.com

Revert to previous version!

Revert to previous version!

Revert to previous version!

Revert to previous version!

Revert to previous version!

Revert to previous version!

Hourly Backups & Unlimited Archiving allow us to revert back to a previous version if you accidentally delete something important.



Our Domain Concierge can register your domain, host your DNS records and install an SSL certificate.



Stephen Potenza  
Head of Engineering



# Training & Support

Our support team is always here to jump on a call or screenshare, address your support ticket, or train that new staff member.



Madison Wallace  
Senior Customer Success Manager



**"I could not be happier with Streamline. This platform has saved me countless hours of work and brought a ton of praise."**

Dana Kellar, Executive Assistant  
El Dorado County Transportation Commission



**"The support received if we have a question is an email or phone call away."**

Matthew Benedict, Fire Chief  
Cannon Beach Rural Fire Protection District



**"Every time you speak to someone there you feel as if you're talking to a friend."**

Meghan Dravetti, Admin Services  
Glenn County Community Services District



**Talk to a real person that understands technology and special districts.**



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Easy to use and all  
in one place.

A low monthly cost gets you everything  
you need, no third party software needed.

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[getstreamline.com](http://getstreamline.com)



✔ **Board**

Eliminate risk and ensure  
high level security.

✔ **Community**

Access what you need  
and feel engaged.

✔ **Staff**

Save time and gain control  
with help a click away.



**GMS, INC.**  
CONSULTING ENGINEERS  
811 NORTH WEBER, SUITE 300  
COLORADO SPRINGS, COLORADO 80903-1074

TELEPHONE (719) 475-2936  
TELEFAX (719) 475-2938

EDWARD D. MEYER, P.E.  
ROGER J. SAMS, P.E.  
JASON D. MEYER, P.E.  
DAVID R. FRISCH, P.L.S.

THOMAS A. McCLERNAN, P.E.  
MARK A. MORTON, P.E.  
KEN L. WHITE, P.L.S.

September 20, 2023

Mr. James P. Eccher, General Manager  
Colorado City Metropolitan District  
PO Box 20229  
Colorado City, CO 81019

Dear Jim:

This correspondence and the enclosures are submitted in reference to the District's Water System Improvements project. We are processing GMS, Inc. Invoice No. 11 (\$5,985.90).

Regarding GMS, Inc.'s Invoice No. 11, this invoice covers approximately a nine-week period. The work activities are itemized on the invoice. Please review the invoice for the detailed breakdown of work activities. As mentioned above, the total amount for Invoice No. 11 is \$5,985.90. Please review and provide comments as appropriate.

We have compiled the tenth Form of Requisition against the Pueblo County ARPA grant funds. This Requisition totals \$5,985.90 and two (2) copies are enclosed. The Requisition covers GMS, Inc. Invoice No. 11. Please review this Requisition at your convenience. Please execute the documents where tabbed. Retain one (1) copy for the District's records. Please return the remaining copy to GMS, Inc. We will forward the Requisition electronically to Sherri Crow with the Pueblo County Office of Budget and Finance for processing.

You should receive these funds via warrant issued by Pueblo County. Upon their receipt, please make the following distributions:

<u>No.</u>	<u>Description</u>	<u>Amount</u>	<u>Funding Source</u>
1.	GMS, Inc. (Invoice No. 11)	<u>\$5,985.90</u>	ARPA Grant
	Total:	\$5,985.90	

GMS, Inc. is not planning on anyone with the organization being present at the Board Meeting on September 26, 2023. If you would desire to have someone present, please provide Ken White that direction such that we may plan accordingly. Ken White in our office will be available via telephone should there be any questions on this information. The remaining work continues to focus directly on the Water Storage Tanks. Swedish Industrial Coatings' schedule is waiting on the District to drain Tank No. 2. Once drained, the tank coating process will commence.

If you should have any questions to any of this information, please feel free to contact Ken or myself. We are enjoying working closely with you, the staff and the Board on the successful implementation of these improvements.

Sincerely,



Jason D. Meyer, P.E.

JDM/lme  
Enclosures

**GMS, INC.**  
CONSULTING ENGINEERS  
811 NORTH WEBER, SUITE 300  
COLORADO SPRINGS, COLORADO 80903-1074

COPY

TELEPHONE (719) 475-2935  
TELEFAX (719) 475-2938

EDWARD D. MEYER, P.E.  
ROGER J. SAMS, P.E.  
JASON D. MEYER, P.E.  
DAVID R. FRISCH, P.L.S.

THOMAS A. McGLERNAN, P.E.  
MARK A. MORTON, P.E.  
KEN L. WHITE, P.L.S.

September 20, 2023

Ms. Sherri Crow, Interim Budget & Finance Director *Via Email: [sherri.crow@pueblocounty.us](mailto:sherri.crow@pueblocounty.us)*  
Pueblo County Office of Budget and Finance  
215 W 10th Street, Ste 217  
Pueblo, CO 81003

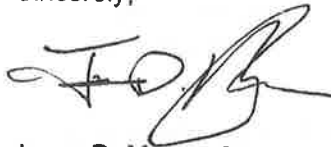
Dear Sherri:

This correspondence and the enclosures are submitted on behalf of the Colorado City Metropolitan District in reference to their Water System Improvements project, funded under the ARPA Subrecipient Agreement dated February 22, 2022. We have prepared the tenth Form of Requisition against the referenced ARPA grant. The amount requested totals \$5,985.90 and covers all of GMS, Inc. Invoice No. 11 (\$5,985.90).

Please review the Form of Requisition at your convenience. If found acceptable, please have the funds forwarded to the District for distribution.

Construction on the Schedule 2 Contract still has the concrete work around the District's Water Storage Tank No. 3 outstanding. Schedule 3 is currently in the process of getting started, and waiting for the District to drain the first tank. Once drained, the tank recoating work will commence. If at any point you should have any questions, please feel free to contact us. We are enjoying working closely with you on the successful implementation of these improvements.

Sincerely,



Jason D. Meyer, P.E.

JDM/lme  
Enclosures

ec: Mr. James P. Eccher, General Manager, Colorado City Metro District (w/encls.)



**PUEBLO COUNTY**  
**Form of Requisition**

**COLORADO CITY METROPOLITAN DISTRICT, (the "Subrecipient")**

**Please submit to the following address:**

Email To: huggins@pueblocounty.us (preferred method)

Or Mail To: Ms. Ashley Huggins, Director  
Pueblo County Office of Budget and Finance  
215 W 10th Street, Ste 217  
Pueblo, CO 81003

This requisition is made in accordance with the ARPA Subrecipient Agreement dated February 22, 2022. Terms defined in the ARPA Subrecipient Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Subrecipient hereby states as follows:

1. This is Requisition No.: Ten (10)
2. Pueblo County total grant amount: \$3,640,000.00
3. Previous amount paid: \$2,293,921.45
4. Total invoice(s) amount: \$5,985.90
5. Pueblo County grant balance (Line 2 less line 3 and line 4): \$1,340,092.65
6. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is GMS, Inc., Consulting Engineers
7. The payee of the requisitioned amount is: Colorado City Metropolitan District
8. The manner of payment to the payee is to be by warrant mailed to:  
  
Colorado City Metropolitan District  
PO Box 20229  
Colorado City, CO 81019
9. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Subrecipient.
10. The amount hereby requisitioned is a proper Cost of the Project.

11. On the date hereof, there does not exist any Event of Default under the ARPA Subrecipient Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.
12. Estimate of total project completion percentage: 63.2%
13. **The undersigned is an Authorized Officer of the Subrecipient duly authorized in the ARPA Subrecipient Agreement to submit the Requisition.**
14. The Subrecipient reaffirms that all representations made by it in the ARPA Subrecipient Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said ARPA Subrecipient Agreement.
15. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or others. (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Dated: September 26, 2023.

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

Title: General Manager & Authorized Officer

Print Name: James P. Eccher

The undersigned approves the disbursement of the requisitioned amount from the ARPA funds.

**PUEBLO COUNTY OFFICE OF BUDGET AND FINANCE**

By: \_\_\_\_\_  
 Sherri Crow, Interim Director

Dated: \_\_\_\_\_

**For Pueblo County purposes only:**

Payment approved by \_\_\_\_\_

Dated: \_\_\_\_\_

**COLORADO CITY METROPOLITAN DISTRICT  
WATER SYSTEM IMPROVEMENTS - 2022  
PROJECT EXPENDITURE SUMMARY AS OF JULY 28, 2023**

No.	Expenditure Description	Budgeted Amount	This Pay Request	Total to Date	Funding Sources <sup>1)</sup>
1.	Advertising/Administrative	\$ 500.00		\$ 1,235.00	Pueblo County ARPA
2.	Audit	3,500.00			
3.	County Permits (GMS) <sup>2)</sup>	2,000.00		165.00	
4.	Rights-of-Way/Easement Evaluation (GMS) <sup>2)</sup>	5,000.00		2,024.00	
5.	Geotechnical (GMS) <sup>2)</sup>	10,000.00		11,697.63	
6.	Reproduction (GMS) <sup>2)</sup>	2,000.00		766.61	
7.	Funding Administration (GMS) <sup>2)</sup>	30,000.00	\$ 1,255.61	21,689.63	
8.	CDPHE Submissions (GMS) <sup>2)</sup>	4,000.00		4,095.10	
9.	Design/Contract Administration	120,500.00		117,702.00	
10.	Added Design	16,500.00		16,336.70	
11.	Construction Observation	135,000.00	4,730.29	143,184.55	
12.	Schedule 1: Red Cloud Rd, Bosse Court, Douglas Way - Pate	1,386,804.07		1,386,804.07	
13.	Schedule 2: Talley Drive and Tank 3 Improvements - Yocam	589,844.00		554,959.60	
14.	Schedule 3: Tank 1, 2 and 3 Improvements - Swedish	1,180,375.00		39,247.46	
15.	Contingencies <sup>3)</sup>	153,976.93			
	<b>TOTAL</b>	<b>\$ 3,640,000.00</b>	<b>\$ 5,985.90</b>	<b>\$ 2,299,907.35</b>	<b>\$ 2,299,907.35</b>

1) Funding Sources

Amount

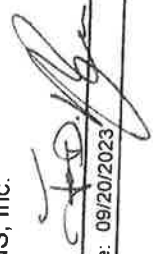
Pueblo County ARPA Grant \$ 3,640,000

Total Available Funds \$ 3,640,000

**ENGINEER'S CERTIFICATION**

The Engineer has reviewed the Project Expenditure Summary and having made on-site observations of the work consistent with assigned responsibilities, certifies that to his best knowledge and belief that the work has progressed as indicated herein.

GMS, Inc.

By:   
Date: 09/20/2023

Pueblo County ARPA	
Total Request	\$ 2,299,907.35
Previous Requests	\$ (2,293,921.45)
Current Request	\$ 5,985.90

2) These items not limited by individual budgets, but the collective total.

3) Contingencies will be used to address the Compliance Items contained within the City's Discharge Permit, sludge removal, collection system cleaning and videoing, and construction items as needed.

**MEYER & SAMS, INC.**  
**dba GMS, INC., CONSULTING ENGINEERS**  
**611 N. Weber Street, Suite 300**  
**Colorado Springs, CO 80903-1074**  
**719-475-2935 - 719-475-2938 (Fax)**

Colorado City Metropolitan District  
P.O. Box 20229  
Colorado City, CO 81019

September 13, 2023  
Invoice No: 11

Project 2021-086 Colorado City Metropolitan District - Water System Improvements

**Professional Services from May 27, 2023 to July 28, 2023**

Phase .200 Funding Administration

Communication with Pueblo County staff and District staff regarding ARPA funds; undertake ARPA reporting review; review Certified Payroll Reports (CPRs) and undertake communication with contractors to address items within the reports; prepare and submit ARPA reimbursement request to Pueblo County; prepare and submit ARPA quarterly report to both District and Pueblo County representatives.

**Professional Services**

	Hours	Rate	Amount
Principal	3.40	\$213.00	\$724.20
Senior Professional Engineer	.20	\$187.00	\$37.40
Executive Assistant	3.30	\$93.00	\$306.90
Administrative Support	2.20	\$78.00	\$171.60
	9.10		\$1,240.10

**Total Labor** **\$1,240.10**

**Reimbursable Expenses**

Mail Expense			\$2.71
			\$2.71

**Total Reimbursables** **\$2.71**

**In-House Charges**

Reproduction			\$12.80
			\$12.80

**Total In-House Charges** **\$12.80**

**Total This Phase** **\$1,255.61**

Phase .500 Construction Observation

Communication with District staff regarding completing the final portions of Schedules 1 and 2 along with tank draining needs; various discussions with District staff and Schedule Nos. 1 and 3 Contractors; compile Change Order No. 2 and review Pay Application; communication with Schedule No. 3 Contractor on status of tanks to initiate painting activities; provide construction observation on paving activities.

**Professional Services**

	Hours	Rate	Amount
Principal	2.60	\$213.00	\$553.80

Senior Design Technician	7.00	\$173.00	\$1,211.00	
Senior Resident Representative	22.00	\$121.00	\$2,662.00	
Resident Representative	.30	\$106.00	\$31.80	
Administrative Support	.60	\$78.00	\$46.80	
	<u>32.50</u>		<u>\$4,505.40</u>	
<b>Total Labor</b>				<b>\$4,505.40</b>
<b>Reimbursable Expenses</b>				
Mileage			\$216.88	
Field Supplies			<u>\$7.61</u>	
			<b>\$224.49</b>	
<b>Total Reimbursables</b>				<b>\$224.49</b>
<b>In-House Charges</b>				
Reproduction			<u>\$0.40</u>	
			<b>\$0.40</b>	
<b>Total In-House Charges</b>				<b>\$0.40</b>
			<b>Total This Phase</b>	<b>\$4,730.29</b>
			<b>Total this Invoice</b>	<b>\$5,985.90</b>



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS4-6-18) (Mandatory 1-19)

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

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

Date: 09/22/2023

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

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

**2.3. Seller.** Colorado City Metro District (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 Pueblo, Colorado:

**Lot 214 Unit 6 Colo City  
Parcel 472506070**

known as No. Mcintire Colorado City Co 81019  
Street Address City State Zip

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

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

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

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

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

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

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

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

Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

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

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

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

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

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

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

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

**3. DATES, DEADLINES AND APPLICABILITY.**

**3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	09/27/2023
		<b>Title</b>	
2	§ 8.1, 8.4	Record Title Deadline	
3	§ 8.2, 8.4	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.5	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	
18	§ 5.4	Loan Transfer Approval Deadline	



19	§ 4.7	<b>Seller or Private Financing Deadline</b>	
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
23	§ 9.1	New ILC or New Survey Deadline	
24	§ 9.3	New ILC or New Survey Objection Deadline	
25	§ 9.3	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
26	§ 10.3	Inspection Objection Deadline	
27	§ 10.3	Inspection Termination Deadline	
28	§ 10.3	Inspection Resolution Deadline	
29	§ 10.5	Property Insurance Termination Deadline	
30	§ 10.6	Due Diligence Documents Delivery Deadline	
31	§ 10.6	Due Diligence Documents Objection Deadline	
32	§ 10.6	Due Diligence Documents Resolution Deadline	
33	§ 10.6	Environmental Inspection Termination Deadline	
34	§ 10.6	ADA Evaluation Termination Deadline	
35	§ 10.7	Conditional Sale Deadline	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
37	§ 11.1,11.2	Estoppel Statements Deadline	
38	§ 11.3	Estoppel Statements Termination Deadline	
		<b>Closing and Possession</b>	
39	§ 12.3	Closing Date	09/29/2023
40	§ 17	Possession Date	09/29/2023
41	§ 17	Possession Time	
42	§ 28	<b>Acceptance Deadline Date</b>	
43	§ 28	<b>Acceptance Deadline Time</b>	

85 3.2. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any  
86 deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such  
87 deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision  
88 that contains a selection of "None", such provision means that "None" applies.

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

90 **4. PURCHASE PRICE AND TERMS.**

91 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	\$4750	
2	§ 4.3	Earnest Money		\$ 1000
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 3750
10		<b>TOTAL</b>	\$	\$4750

92 4.2. **Seller Concession.** At Closing, Seller will credit to Buyer \$00. (Seller Concession). The Seller  
93 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
94 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
95 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any

96 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
97 elsewhere in this Contract.

98 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a check, will be  
99 payable to and held by Colorado City Metro (Earnest Money Holder), in its trust account, on behalf of  
100 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually  
101 agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to  
102 the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has  
103 agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing  
104 to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the  
105 Earnest Money Holder in this transaction will be transferred to such fund.

106 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
107 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

108 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to  
109 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided  
110 in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
111 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money  
112 Release form), within three days of Seller's receipt of such form.

113 **4.4. Form of Funds; Time of Payment; Available Funds.**

114 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
115 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
116 check, savings and loan teller's check and cashier's check (Good Funds).

117 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be  
118 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at  
119 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this  
120 Contract,  Does  Does Not have funds that are immediately verifiable and available in an amount not less than the amount  
121 stated as Cash at Closing in § 4.1.

122 **4.5. New Loan.**

123 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,  
124 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

125 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
126 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional  
127 Provisions).

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
129  Conventional  Other \_\_\_\_\_

130 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption  
131 Balance set forth in § 4.1 (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal  
132 and interest presently at the rate of \_\_\_\_\_ % per annum and also including escrow for the following as indicated:  Real  
133 Estate Taxes  Property Insurance Premium and  \_\_\_\_\_

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

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

143 **4.7. Seller or Private Financing.**

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

148 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  Buyer  
149  Seller will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before Seller or  
150 **Private Financing Deadline**.

151 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
152 Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and  
153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if  
154 such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

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**ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

I am submitting a bid for what the new and current assessor has put as the value- 4750. There is no road, and no utilities. I will either have to bring the utilities there if I want to build on it. The assessed value is 1,330. I may end up keeping it for a back yard since I have the lot off grenaros.- without building on it. In any case- I do not seeing anyone else wanting that lot. Thank you for considering my

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**31. OTHER DOCUMENTS.**

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

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

827  
828

**SIGNATURES**

Buyer's Name: Antrim and Associates LLC Buyer's Name: \_\_\_\_\_

9/22/2023  
Date

Buyer's Signature _____	Buyer's Signature _____
Address: _____	Address: _____
Phone No.: _____	Phone No.: _____
Fax No.: _____	Fax No.: _____
Email Address: _____	Email Address: _____

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

Seller's Name: Colorado City Metro District Seller's Name: \_\_\_\_\_

Seller's Signature _____	Seller's Signature _____
Address: _____	Address: _____
Phone No.: _____	Phone No.: _____
Fax No.: _____	Fax No.: _____
Email Address: _____	Email Address: _____

830  
831

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

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

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest

Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

(To be completed by Broker working with Seller)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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



Pueblo County Assessor's Real Property Search

4725206070  
00000

Total Value  
\$0

OVERVIEW

KEY INFORMATION

Owner **COLORADO CITY METRO DISTRICT**

Mailing Address **PO BOX 20229 81019-2229 COLORADO CITY CO**

Legal **LOT 214 UNIT 6 COLO CITY**

Neighborhood **210-2 Colo City - Area 2** Class -

Township - Range -

Section - Subdivision **210-2 Colo City Area 2**

Tax District **70L**

Analysis Area **0.00**

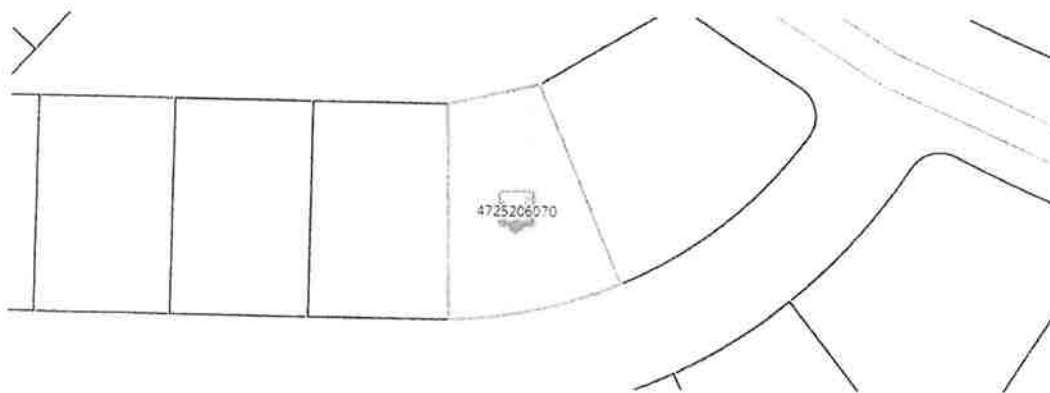
PropertyRecordID **1135528**

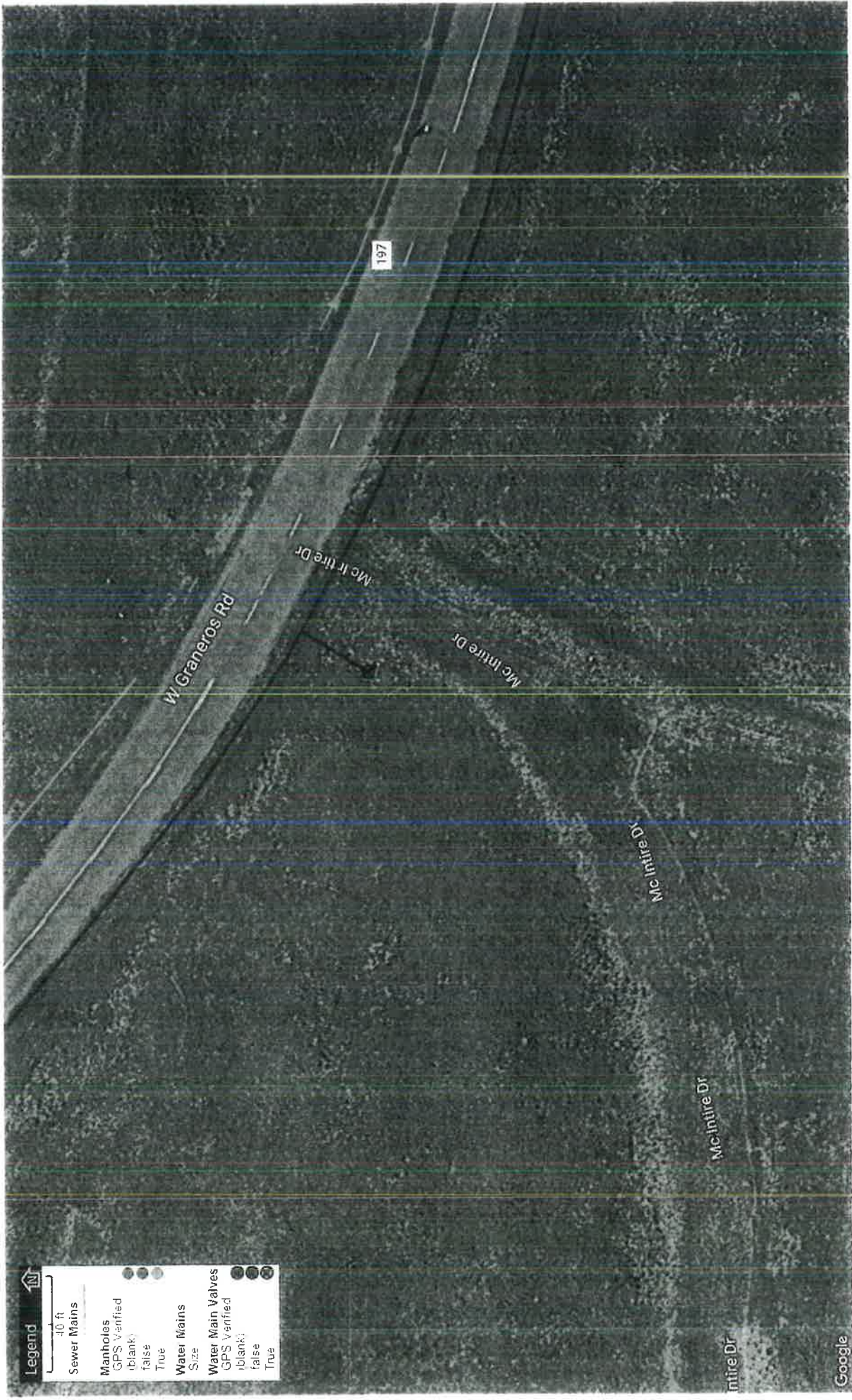
VALUE INFORMATION

	VALUE	ASSESSED
LAND	\$4,750	\$1,330

LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0.00	1.00	0.24	10524.00	Exempt	\$4,750





Legend

10 ft

Sewer Mains

Manholes

GPS Verified

(blank)

False

True

Water Mains

Size

Water Main Valves

GPS Verified

(blank)

False

True

Intire Dr

Google



Legend

40 ft

Sewer Mains

Manholes

GPS Verified (blank)

False

True

Water Mains

Size

Water Main Valves

GPS Verified (blank)

False

True

Meter Pits

AIR VAL LEAKING AND REMOVED





Aiden,

Please see attached breakdown of cost I incurred due to the Colorado City Metro District sewer line being blocked and mis-diagnosis by said division.

I was able to have a relative run the excavator rental from United Rental in their name so I could keep the cost of reimbursement as low as possible. I have attached copies of all original invoices, receipts and canceled checks showing the proof of payment for all invoices. The only one missing is the \$99.00 spent on diesel fuel. The operator used his credit or debit card to fill delivery truck and diesel fuel cans to replace fuel used in excavator upon return of rental.

United Rental	\$428.85
Flow Rite	\$315.00
Cut Rate Sewer and Drain	\$196.00
Grand Rental	\$140.24
Valley Ace Hardware	\$146.02
	\$99.00 Diesel fuel
	<hr/>
	\$1325.11 Materials and Rentals
Plumber and Operator \$250.00 each (Family and Friends Disc.Paid Cash)	\$500.00 Labor
	<hr/>
	\$1825.11

I appreciate the fact that you stated the Metro District would reimburse me for my expenses due to the cause of my expenditure being the blocked line and misdiagnosis of the Metro district and nothing to do with my home or sewer line.

Best Regards,

Joel Salinas  
5050 Wild Hog Lane  
Colorado City, CO 81019  
719-251-2299



Colorado City Metro Board  
Colorado City, CO

CARRY  
OVER  
TO NEXT  
MEETING

September 11, 2023

Dear Board of Directors,

I purchased 3 lots (one unit) in Colorado City in October, 2019. I was going to build a house and I paid to have the electricity, water tap and a survey done. I was told, by the Colorado City Metro that the fee for a water tap was \$10,000, which I paid on November 3, 2020 and they said it was good I was getting it now, because the fee was going up in cost in January 2021.

There was not mention that I had to build within 12 months or the tap fee could be raised. This was all happening during the Covid pandemic. I was looking to start building, but there was shortages on building materials and contractors at the time, as I'm sure you are aware.

I am requesting that I am given a extension for my Connection permit, since I was never told that it expired and I understand that the cost has now doubled to \$20,000 since my purchase of my permit. Please consider my request, since I was not informed at the time of the 12 month time frame.

Sincerely,

Cynthia D. Kidder

Cynthia D. Kidder

LOCATION

Unit 29

Lot 25

Beverly



CCAAC New Build Inspection Report

Date Inspected: 9-1-23 Inspected by: RANDY DEVENPORT  
LLV 2022-015 FORMALLY #47-134-04-057-058  
Zoned \_\_\_\_\_ Lot \_\_\_\_\_ Unit: \_\_\_\_\_ Parcel #: 4713404070

Owner: DENNIS & JACALYN STOWE Phone: 219-343-6217

Physical Address: 4760 MOSCA PLACE

Minimum Sq. Ft. Required N/A Actual build sq. Ft. N/A

Lot size: \_\_\_\_\_ sq. ft. % can be covered \_\_\_\_\_ Covered % \_\_\_\_\_

NECESSARY BUILDING

	Question	Approved	
Structure: _____	?	<input checked="" type="radio"/> Yes	No
Form: _____	?	<input checked="" type="radio"/> Yes	No
Texture: _____	?	<input checked="" type="radio"/> Yes	No
Color: _____	?	<input checked="" type="radio"/> Yes	No
Ext. Appurtenances _____	?	<input checked="" type="radio"/> Yes	No
Property lines Marked? -----		<input checked="" type="radio"/> Yes	No
Structure lines Marked? -----		<input checked="" type="radio"/> Yes	No

Property Set Backs

Required	Actual	Pass / Fail	Required	Actual	Pass / Fail
Front: 25	50	Pass / Fail	Rear: 15	30	Pass / Fail
Side: 5	20	Pass / Fail	CCAAC member: Approved / Disapproved		

Information / corrections Required on: \_\_\_\_\_  
for final approval

CCAAC Member Signature Randy Devenport

Additional Notes:

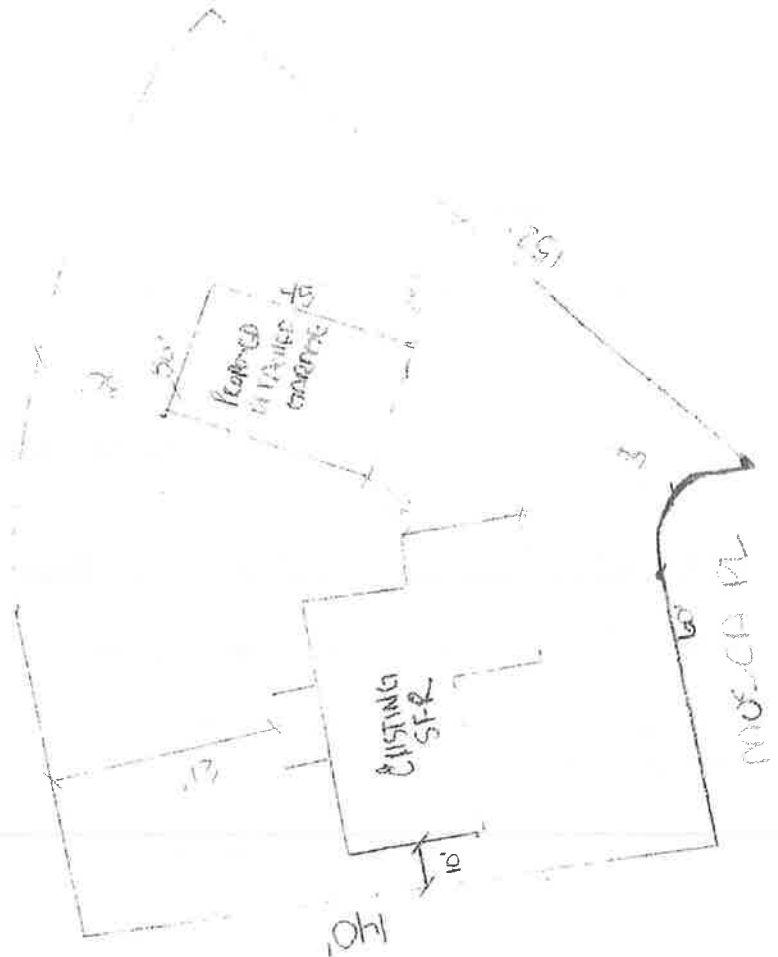
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dennis Stowe

4760 Mosca Pl Colorado city 81019

18-343-6217

9rcell/A of LLV 2022-015



Date 9-14-23

NO. 190

CCAAC Complaint Form

**Disclaimer:** If there is not enough information to follow up on this complaint it may be dismissed until additional information is submitted.

Name of Complainant Patricia Hermosillo Phone Number \_\_\_\_\_

Email straugefate@protonmail.com

Complaint Chickens

Property Address 5812 Lakeview Ln Joshua Martinie

PO Box 20487

Parcel# 4723322008 Unit 22 Lot 89 Zoning: County A CCMD

Property Owner Joshua Martinie

Owner Address P.O. Box 20487 719-644-1126

CCAAC Recommendation

➤ No Action Explanation \_\_\_\_\_

➤ Title 8 - Pueblo County Health and Safety Risk Reference \_\_\_\_\_

Explanation \_\_\_\_\_

➤ Title 17 - Pueblo County Zoning Violation Reference 17.120.030C1

Explanation No animals on less than 5 acres

over

DOP1

No \_\_\_\_\_

② Colorado City - Covenant Violation

Reference unit 22 # 2

Explanation No raising or breeding ... poultry ... or livestock of any kind will be permitted

> Colorado revised statute -

Reference \_\_\_\_\_

Explanation \_\_\_\_\_

CCAAC Response Recommendation Send 1st Letter

### Colorado City Metro Board Action

Date \_\_\_\_\_

Date of Letters Sent \_\_\_\_\_

Action Approved as Recommended

Action Altered or Denied

Explanation \_\_\_\_\_

Action tabled for further investigation

Explanation \_\_\_\_\_