



**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, May 28, 2019 beginning at 6:00 p.m.

1. CoWARN Mutual Aid Agreement
2. CCAAC application review
3. Cistern in areas of no water service/ variance review
4. Friends of Hollydot Tournament
5. Offer on Properties

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, May 28, 2019 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. APPROVAL OF MINUTES.

Study/Work Session May 14, 2019
Regular Meeting May 14, 2019

7. BILLS PAYABLE. NA
8. FINANCIAL REPORT. NA
9. OPERATIONAL REPORT.
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
11. CITIZENS INPUT.
12. AGENDA ITEMS:

CoWARN	Discussion/Action
CCAAC Application form:	Discussion/Action
Offer on Properties	Discussion/Action

13. ATTORNEYS REPORT.
14. NEW BUSINESS.
15. OLD BUSINESS.
16. CORRESPONDENCE. Hollydot golf course sign, GOCO Grant
17. EXECUTIVE SESSION
18. 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. The public is invited to attend.

Posted May 24, 2019

Board of Directors

Colorado's Water/ Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement

This CoWARN Mutual Aid and Assistance Agreement (Agreement) is made and entered into by public and private water and wastewater utilities that have, by executing this Agreement, manifested their intent to participate in Colorado's Water/Wastewater Agency Response Network (CoWARN).

This Agreement is authorized under Section 24-33.5-713 of the Colorado Revised Statutes.

ARTICLE I.

PURPOSE

Recognizing that emergencies affecting water and wastewater utilities may require assistance in the form of resources from other water and wastewater utilities located outside the area of impact, CoWARN was established by utilities. Through execution of this agreement, members coordinate response activities and share resources during emergencies. This agreement outlines the mutual aid and assistance requirements between requesting and responding members.

ARTICLE II.

DEFINITIONS

- A. Emergency- A natural or manmade event placing a member's ability to provide water and/or wastewater service that is, or is likely to be, beyond the control of the resources of the affected Member and requires immediate action.
- B. Member- Any public or private water or wastewater utility that manifests intent to participate in CoWARN by executing this Agreement.
- C. Authorized Official- An employee of a member that is authorized by the member's governing board or management to request assistance or offer assistance under this Agreement.
- D. Requesting Member- A member who requests assistance under CoWARN pursuant to this Agreement.
- E. Responding Member- A member that responds to a request for assistance under CoWARN pursuant to this Agreement.
- F. Resources- The personnel, equipment, materials and supplies of a responding member that are or may be the subject of a request for assistance by a requesting member.
- G. Period of Assistance- A specified period of time when a responding member assists a requesting member. The period commences when resources depart from a responding member's facility and ends when the resources return to the responding member's facility (portal to portal). All protections identified in the Agreement apply during this period. The specified period of assistance may occur during response to or recovery from an emergency.
- H. National Incident Management System (NIMS)-A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

ARTICLE III.
ADMINISTRATION

This Agreement shall be administered pursuant to the terms and conditions of this Agreement and any bylaws that have been duly adopted by the members.

ARTICLE IV.
REQUESTS FOR ASSISTANCE

- A. *Member Contacts*: Upon execution of this Agreement, members shall identify an authorized official and alternates, provide contact information including 24-hour access, and maintain resource information made available by the member for mutual aid and assistance response.
- B. *Requests for Assistance*: In the event of an emergency, a member's authorized official may request assistance from other participating members by submitting the request using the procedures set forth in the most current version of the CoWARN Operational Plan (Plan).
- C. *Response to a Request for Assistance*: After a member receives a request for assistance, the authorized official of the responding member will evaluate whether resources are available to respond to the request for assistance. If a responding member is willing and able to provide assistance, the response shall be conducted in accordance with the Plan.

ARTICLE V.
RESPONDING TO REQUESTS FOR ASSISTANCE

- A. *Discretion of Responding Member's Authorized Official*: Execution of this Agreement does not create any duty to respond to a request for assistance. When a member receives a request for assistance, the authorized official of a member shall have absolute discretion for the purposes of this Agreement as to the availability and use of its organization's resources.
- B. *Right to Withdraw*: The responding member's authorized official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the requesting member's authorized official as soon as practicable.
- C. *National Incident Management System (NIMS)*: When providing assistance under this Agreement, the requesting member and responding member shall be organized and shall function under NIMS.
- D. *Control*: The resources of the responding member shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the responding member and shall be returned to the responding member immediately upon request. Representatives of the requesting member shall suggest work assignments and schedules for the personnel of the responding member; however, the designated supervisory personnel of the responding member shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the responding member. The designated supervisory personnel of the responding member shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the responding member, and report work progress to the requesting member.
- E. *Food and Shelter*: The requesting member shall supply reasonable food and shelter for responding member personnel during the period of assistance. If the requesting member fails to provide food and shelter for responding member personnel, the responding member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The requesting member remains responsible for reimbursing the responding member for all costs associated with providing food and shelter. The rates of reimbursement to the responding member for such resources shall not exceed

the state per diem rates for that area.

- F. *Safety*: All personnel shall comply with established rules of their own member and all Federal, State and Local regulations. Additional safety rules may be established by mutual agreement of the requesting member and responding member as conditions require as long as they do not decrease the margin of safety. Any special safety requirements will be communicated to all personnel by the requesting member. This includes, but is not limited to, potential exposures due to the presence of chemicals, or other hazardous elements in the work environment. Members will establish minimum safety rules for all personnel performing work and will be responsible for ensuring compliance of these rules by their respective personnel.
- G. *Communication*: The requesting member shall provide responding member personnel with applicable communication equipment and contact information as available, in order to facilitate communications with local responders and utility personnel.
- H. *Status*: Unless otherwise provided by law, the responding member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- I. *Licenses, Certifications and Permits*: To the extent permitted by law, responding member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified period of assistance.
- J. *Laws and Regulations*: Members shall be responsible for compliance with all Federal, State and Local laws and regulations related to the work they perform for the emergency and work associated therewith under this Agreement.

ARTICLE VI. COST REIMBURSEMENT

The requesting member shall reimburse the responding member for each of the following categories of costs incurred while providing aid and assistance during the specified period of assistance. This does not preclude members from mutually agreeing, in writing, to an alternative reimbursement.

- A. *Personnel*: Responding member personnel are to be paid for work completed during a specified period of assistance according to the terms provided in their employment contracts or other conditions of employment. The responding member designated supervisor(s) must keep accurate records of work performed by personnel during the specified period of assistance. Requesting member reimbursement to the responding member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.
- B. *Equipment*: The responding member shall be reimbursed for the use of its equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA). Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on recovery of actual costs incurred.
- C. *Materials and Supplies*: The requesting member must reimburse the responding member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The responding member must not charge direct fees or rental charges to the requesting member for other supplies and reusable items that are returned to the responding member in a clean, damage-free condition. Reusable supplies that are returned to the responding member with damage must be treated as

expendable supplies for purposes of cost reimbursement.

- D. *Payment Period:* The responding member must provide an itemized bill to the requesting member for all expenses it incurred as a result of providing assistance under this Agreement. The responding member must send the itemized bill no later than ninety (90) days following the end of the period of assistance. The requesting member must pay the bill in full on or before the sixtieth (60th) day following the billing date. Unpaid bills become delinquent on the sixty-first (61st) day following the billing date, and once delinquent, the bill accrues interest at the bank prime loan rate, as reported in the Federal Reserve Statistical Release H.15, for the date the request is made, plus two percent (2%) per annum, computed on an actual days/actual days basis.

ARTICLE VII.

INDEPENDENT CONTRACTOR, LIABILITY, INSURANCE, AND IMMUNITY

The responding member shall be an independent contractor of the requesting member and wages, hours and other terms and conditions of employment of the responding member shall be applicable. The responding member shall procure and maintain in full force and effect at all times, unemployment insurance and workers' compensation insurance in accordance with the statutes of its respective home state, and wherever such benefits can be claimed. Notwithstanding Articles V, VI, and VII, each member shall bear the risk of its own actions, as it does with its day to-day operations.

If the responding member is a "Public Entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the responding member shall at all times during the term of this agreement maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the requesting member, the responding member shall show proof of such insurance satisfactory to requesting member.

If the responding member is not a Public Entity, such responding member shall be subject to the minimum required insurance amounts in Exhibit A. Nothing contained herein will constitute a waiver by any member of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

ARTICLE VIII.

SIGNATORIES

In the event of a claim, demand, action, or proceeding of whatever kind or nature arising out of a specified period of assistance, those requesting and responding members who receive and provide assistance shall be totally responsible for any liability, damages, or costs. Those members whose involvement in the subject transaction or occurrence is limited to execution of this Agreement and the receipt of a request for assistance shall have no liability or responsibility whatsoever for any such claim, action, demand, or other proceeding.

ARTICLE IX.

EFFECTIVE DATE AND TERM

This Agreement shall be effective after the member executes the Agreement and the applicable Regional Committee Chairperson, Steering Committee member, or Statewide Committee member receives the Agreement. This Agreement shall continue in force and remain binding on each and every member until December 31st of 2035. This Agreement may be renewed for a period of twenty years upon the signature of those members who wish to participate. Any member may terminate its participation in this Agreement pursuant to Article X.

ARTICLE X.

WITHDRAWAL

A member may withdraw from CoWARN by providing written notice of its intent to withdraw to the Regional Committee Chairperson, Steering Committee member, or Statewide Committee member. Withdrawal takes

effect upon receipt of the notice. Withdrawal of participation in CoWARN by a member shall not affect the continued operation of this Agreement between and among the remaining members.

ARTICLE XI.
MODIFICATION

No provision of this Agreement may be modified, altered, or rescinded by individual members. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of members within each region and a unanimous agreement among the regions. All members will be notified of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which members are notified.

ARTICLE XII.
PRIOR AGREEMENTS

This Agreement supersedes all prior agreements between members regarding mutual aid and assistance under CoWARN to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XIII.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/ DUTIES

This Agreement is for the sole benefit of the members, and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and/or Wastewater Utility listed here manifests its intent to be a member of CoWARN by executing this Agreement on this _____ day of _____ 20_____.

Water/Wastewater Utility: _____

By: _____

Title: _____

Authorized Officials:

Name: _____

Phone: _____

Name: _____

Phone: _____

Name: _____

Phone: _____

Name: _____

Phone: _____

24-hour Contact: _____

Phone: _____

Colorado's Water/ Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement

Exhibit A

MINIMUM INSURANCE REQUIREMENTS FOR NON PUBLIC ENTITY MEMBERS

Non Public Entity Responding and Requesting Members shall procure and maintain in full force and effect at all times (during the "Period of Assistance" or "Emergency") the following insurance coverage's, with insurance companies qualified to do business in the State of Colorado:

1. Unemployment insurance and workers' compensation insurance in accordance with the statutes of its respective home state,
2. Commercial general liability insurance, and automobile liability insurance for owned, hired and non-owned vehicles. Each policy shall insure against claims for bodily injury (including death) and property damage. Each policy shall have a limit of not less than \$1,000,000 per occurrence. Non Public Entity Member shall have the right to meet the primary insurance requirements of section (2), through its own self-insurance, provided the Non Public Entity Member is authorized to provide such self-insurance in its home state.
3. In addition, each Non Public Entity Member shall carry umbrella coverage that "follows form" and extends over the insurance policies within (2) above, of not less than \$1 million.



Colorado City Architectural Advisory Committee
P.O. Box 20229
Colorado City, Colorado 81019
719 676-3396
colocitymanager@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 3p.m. 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: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Telephone: _____

CONTRACTOR

Contractor: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Telephone: _____

Requested approval for: Commercial building Home Shed Fence Other: _____

Lot: _____ Unit: _____ Legal address, (please verify with CC Metro District): _____

Type construction: _____ Mobile homes: New Used - Year built: _____

Floor area square footage: _____ Square footage required by covenants: _____

REQUIRED ITEMS for submittal of application:

- Legal description of property with legal address defined as street name & number
- Plot plans to scale (indicate scale)
- Property line staked out corners
- Foundation plan and Building staked out **before** Excavation
- One (1) copy of blue print
- Location of improvements on property - NOTE: front of house **must** face legal address
- Exterior dimensions - both primary and secondary buildings
- Elevations - front, back, sides
- Accurate setbacks drawn to scale (include easements)
- Distances between buildings
- Location of improvements (porches, decks, garages, carports, driveways, accessory buildings, landscaping)
- Location of propane tank, where applicable
- Location of street light (where required by covenants)
- Fence - type of materials, height, and locations
- Landscaping diagram (if not included in original plans, must be submitted later)
- Exterior color scheme, type of siding and roofing materials must be indicated

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

Property owner's signature : _____ Date: _____

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.
- 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 on the reverse side of this document. Greenbelts and adjacent lots must not be used as access or storage during construction.
- **Those applicants wishing to place factory built homes in Colorado City – APPLY BEFORE YOU BUY.** CCAAC adopted Resolution 97-1, which applies to all factory built homes in Colorado City. You need to be aware of the limitations within R97-1. before you purchase a factory built home.
- **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

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 Signature: _____ Date: _____

James P. Eccher

From: Carolyn Steffl <csteffl@mwhw.com>
Sent: Monday, May 20, 2019 11:21 AM
To: 'James Eccher'
Cc: Richard Mehren
Subject: Cistern Policy
Attachments: Resolution amending Rules to adopt cistern policy (00201407xCDBBA).docx

Dear Jim,

Here's a draft resolution with a cistern policy. I have a few follow-up questions for you.

1. Existing Rule 4.4 would require a Board variance for either a cistern or a septic. So, I drafted the policy to apply to either. Are there any situations where a user would connect into the District's water system, but want to use a septic system due to distance from sewer lines? Please let me know how directly you want to address septic systems. Let's discuss this to see if you want any changes before this goes to the Board.
2. Per my prior email, please remember that the District's Rules require published notice of the proposed change to the Rules and time and place of a public hearing re: the Rules. You may want to hold that hearing on June 11th to give time to publish the notice, if you have not done so already. Let me know if you would like me to draft the notice.
3. Do you want to require the landowner to test the septic system at regular intervals (such as every other year) and report back to the District?
4. Do you want the variances to automatically expire after a set number of years or when the property sells, to require the owner to come back to the District to make sure that a variance still makes sense? This would allow the District to re-evaluate on a periodic basis whether line extension makes more sense than the variances.

Feel free to give me a call to let me know if you want to see any other changes. Thanks.

Sincerely,

Carolyn R. Steffl, Esq.

Moses, Wittemyer, Harrison & Woodruff, P.C.
2595 Canyon Blvd., Suite 300
Boulder, Colorado, 80302
Email: csteffl@mwhw.com
Phone: 303-443-8782

STATEMENT OF CONFIDENTIALITY:

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James P. Eccher

From: Carolyn Steffl <csteffl@mwhw.com>
Sent: Wednesday, May 15, 2019 1:44 PM
To: colocitymanager@ghvalley.net
Subject: RE: resolution for Cistern

Hi. I'll give you a call to discuss the terms of the new policy. However, please note that the District's Rules require prior published notice and a public hearing before amending rules. So, I recommend that you decide when the amendment will be considered by the Board to allow time for publication of the notice of hearing.

1.8.2. Amendments. Amendments to the provisions of these Rules and Regulations, to include changes of material contents and additions thereto, may occur at the Board's discretion. However, the enactment of the said amendments shall take place only after publication of notice announcing the proposed change or addition and the time and place of a public hearing relating to the proposed amendment.

Sincerely,

Carolyn R. Steffl, Esq.

Moses, Wittemyer, Harrison & Woodruff, P.C.
2595 Canyon Blvd., Suite 300
Boulder, Colorado, 80302
Email: csteffl@mwhw.com
Phone: 303-443-8782

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From: James P. Eccher <colocitymanager@ghvalley.net>
Sent: Wednesday, May 15, 2019 9:57 AM
To: Carolyn Steffl <csteffl@mwhw.com>
Subject: resolution for Cistern

I would like to have a resolution for the cistern issue also drawn up too.

Thanks,

James P. Eccher

District Manager
Colorado City Metropolitan District
719-676-3396
fax 719-676-3172
cell 719-569-5816
colocitymanager@ghvalley.net

RESOLUTION 09-2019

**RESOLUTION OF THE BOARD OF DIRECTORS OF
COLORADO CITY METROPOLITAN DISTRICT
AMENDING RULES AND REGULATIONS
REGARDING USE OF CISTERNS AND/OR SEPTIC SYSTEMS
AND SETTING RELATED FEE**

WHEREAS, Colorado City Metropolitan District (“District”) in the County of Pueblo and the State of Colorado is a quasi-municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, C.R.S. § 32-1-1001(1)(m) states that, among other powers, the Board of Directors (the “Board”) has the power “[t]o adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district”; and

WHEREAS, Rule 4.4 of the Rules and Regulations (the “Rules”) of the District provides in part, “No water system or sewage disposal system shall be constructed within the District, unless such system is connected with the District’s sewer or water systems, unless specifically authorized by the Board”; and

WHEREAS, Pursuant to Rule 1.13, the Board has the ability, in its discretion, to grant variances to the Rules, and “Any person seeking a variance of a provision of the Rules and Regulations shall have the burden of providing that the operation of such a provision would cause hardship, or should not be applied to the person for another justifiable reason, and such variance shall not endanger the health, safety and welfare of the residents and inhabitants of the District”; and

WHEREAS, the Board recognizes that some property owners within the District own residential property located more than 400 feet from existing water mains and that extending the District’s water mains to serve the property may cause hardship and the Board would like to adopt a policy for considering variance requests in connection with construction of cisterns and/or on-site wastewater disposal systems; and

WHEREAS, the Board has reviewed and has held a public hearing on the proposed amendments to the Rules and Regulations, which are attached hereto as **Exhibit A**, after publication of notice announcing the proposed change or addition and the time and place of a public hearing relating to the proposed amendment; and

WHEREAS, the Board finds that amending its Rules, as set forth herein, is appropriate and in the best interests of the District, its residents, and its customers; and

WHEREAS, the Board is authorized to fix and from time to time to increase or decrease fees, rates, tolls, penalties and charges for services, programs or facilities furnished by the District, pursuant to § 32-1-1001(1)(j)(I) & (k), C.R.S.; and

WHEREAS, the Board wishes to adopt a fee for cistern or septic system variance applications to cover costs including administrative review, and the Board hereby finds that the variance application fee is reasonable.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board hereby amends the District's Rules and Regulations to adopt new Paragraphs 4.6 and 5.9.2, as shown on **Exhibit A** attached hereto and incorporated herein by this reference, *effective immediately*.

2. The Board hereby adopts a Cistern/Septic Application Fee in the amount of \$_____ per application, *effective immediately*.

3. District Manager is hereby directed to revise the Rules and Regulations to reflect this amendment and to add the Cistern/Septic Application Fee to Appendix A to the Rules and Regulations.

ADOPTED this _____ day of _____, 2019.

COLORADO CITY METROPOLITAN DISTRICT

By: _____
Terry Kraus, Chairperson

ATTEST:

Greg Collins, Secretary

Exhibit A

Proposed Amendment to Rules and Regulations of Colorado City Metropolitan District

A new section 4.6 shall be added to the Rules and shall read as follows:

4.6 Temporary Variance for Use of Cisterns / Septic Systems:

A property owner within the District may submit an application for a temporary variance to the Rule stating that every water system or sewage disposal system constructed within the District must be connected with the District's water or sewer systems, in order to allow for construction of a water cistern and/or on-site wastewater disposal system ("Septic System"). The request shall be in writing on the form provided by the District and shall include the requirements set forth below:

- 1) Proof that the property is located within the boundaries of the District.
- 2) Proof that the outside boundary of the property is more than 400 feet (as the crow flies) from the nearest District water main (in the case of a cistern request) and / or sewer main (in the case of a Septic System request).
- 3) Proof that the property owner is fee title owner of the property.
- 4) Plans for proposed development of the property and all adjacent property owned by the same or a related entity and estimated water use. (Commercial uses or uses greater than 1 EQR will generally be required to extend the main and not permitted a cistern variance).
- 5) Plans for the cistern, which must comply with all state and local regulations.
- 6) Plans for a Septic System, which must comply with all state and local regulations, or connection to the District's sewer system.
- 7) Proof that the requirement to connect to the District's water and/or sewer system would cause hardship, or should not be applied to the applicant for another justifiable reason.
- 8) Proof that the variance shall not endanger the health, safety and welfare of the residents and inhabitants of the District.
- 9) Payment of the Cistern / Septic Application Fee, in the amount set by the Board from time to time, which shall be non-refundable and due regardless of whether the application is approved.

The Board may approve, conditionally approve or deny a temporary variance to allow construction of a cistern and/or Septic System. The Board's decision shall be final and conclusive. The Board may consider whether District water and/or sewer facilities are available or will be available in the future to serve the development or construction proposed, the expected future demand for water and/or sewer use for the property and other property in the vicinity (including whether District main extension would better serve the residents of the District), and other factors related to the request to provide the variance. It is the District's policy to require main extensions by the property owner where several EQRs of water use are located in the same vicinity, rather than allowing for multiple variances in the same vicinity.

The Board's approval will expire if the approved cistern and/or Septic System is not constructed within three years of the Board's approval of the variance. Otherwise, any approved, temporary variance for a cistern and/or Septic System shall continue until one of the below-described circumstances occurs:

- A. Owner obtains a building permit to expand or enlarge the square footage of the building or to build any new human-occupied buildings on the property.
- B. The septic tank and leach field system on the property or cistern fails for any reason, including failure to comply with County regulations.
- C. The District determines that a change in circumstances allows the owner to connect to the District's water or sewer main, which may require payment of a portion of the cost of extending the water or sewer main.

Any party granted a temporary variance from connection will be required, as a condition of receiving the variance, to enter into an agreement with the District setting forth the terms and conditions for the variance, in form acceptable to the District. Said written agreement shall be recorded with the Pueblo County Clerk and Recorder's office so that future owners of said property shall be made aware of said agreement. The variance agreement will include terms regarding the use of bulk water for the cistern and an agreement that if and when the District water and/or sewer main lines are extended to 400 feet or less from the boundaries of the property, the property owner shall connect to the District's water and/or sewer system and pay all costs associated therewith including tap fees, and decommission the cistern and/or on-site wastewater disposal system.

Property owner shall be solely responsible for ownership, operation and maintenance of the cistern and/or on-site wastewater disposal system. The District shall have no liability associated therewith.

A new section 5.9.2 shall be added to the Rules and shall read as follows:

5.9.2 **Bulk Water for Cisterns:** Property owners who have received a temporary variance under Rule 4.6, allowing installation of a cistern, may purchase bulk water from the District, subject to availability and payment of applicable fees. The District makes no representations regarding the timing or quantity of bulk water which may be available. Landowner is responsible for hauling any water purchased from the District. The District shall have no liability for water quality after sale at the bulk water station.

**TEMPORARY VARIANCE AGREEMENT
ALLOWING USE OF:**

CISTERN AND/OR **SEPTIC SYSTEM**

AT _____ (Address)

THIS TEMPORARY VARIANCE AGREEMENT (“Agreement”) is made and entered into effective this ____ day of _____ 20__, by and between COLORADO CITY METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado, in Pueblo County, Colorado (“District”), and _____ (“Landowner”), the owner(s) of real property in Pueblo County, Colorado.

RECITALS:

- A. The District was organized and operates under the laws of the State of Colorado for purposes including providing public water and sewer services to properties within its boundaries in Pueblo County, Colorado.
- B. Landowner owns property, located within the boundaries of the District, at _____ (address) (the “Property”), legally described as:

[ADD LEGAL DESCRIPTION OF PROPERTY]

- C. The outer boundary of the Property is located more than 400 feet from the nearest District water main and/or sewer main, and Landowner has submitted plans to the District for construction of certain improvements on the Property (the “Improvements”).
- D. Rule 4.4 of the Rules and Regulations (the “Rules”) of the District provides in part, “No water system or sewage disposal system shall be constructed within the District, unless such system is connected with the District’s sewer or water systems, unless specifically authorized by the Board”; and
- E. ***Check one or both (checked box(es) hereinafter referred to as the “Variance”):***

- Landowner has applied to the Board of Directors of the District (the “Board”) for a temporary variance from the requirement to connect to the District’s water system and authorization to construct a cistern to serve the Improvements.
- Landowner has applied to the Board for a temporary variance from the requirement to connect to the District’s sewer system and authorization to construct an on-site wastewater disposal system and leach field (“septic system”) to treat wastewater from the Improvements.

- F. The Board has determined that requiring connection of the Improvements into the District's water and/or system would cause hardship or should not be applied to the person for another justifiable reason, and that such Variance, pursuant to the terms hereof, shall not endanger the health, safety and welfare of the residents and inhabitants of the District, and agrees to grant the Variance as indicated in paragraph E above.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, including the recitals which are hereby incorporated, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The District shall not require Landowner to connect the Improvements on the Property to the District's public water and/or sewer main (as indicated in paragraph E above) as of the present date. The District grants the temporary Variance to the requirement to connect, until the earliest of any of the following occurrences:
 - a. Landowner (or related parties) materially changes or expands the plans for the Improvements as submitted to the District, or, after construction of the Improvements, obtains another building permit to expand or enlarge the square footage of the existing Improvements or to build additional human-occupied buildings on the Property.
 - b. The cistern and/or septic system allowed pursuant to the Variance fails for any reason including, but not limited to, failure to comply with applicable laws and regulations, or the District determines, in the Board's discretion, that continuation of the variance may endanger health, safety and welfare of residents and inhabitants of the District.
 - c. The District determines, in the Board's discretion, that a change in the present circumstances either allows Landowner to connect to the District's water and/or sewer main without undue hardship or removes a physical impediment to connection. Any extension of the District's water and/or sewer main to within 400 feet of the Property shall automatically constitute such a change in circumstances.
 - d. The Variance shall expire three (3) years from the date of approval if the Improvements have not been constructed within such period.
2. Upon determination by the District that the temporary Variance is terminated and connection is required under any of the terms of paragraph 1 above, Landowner or his/her successors, heirs or assigns, agrees to forthwith connect the Improvements on the Property to the District's water and/or sewer main and abandon/decommission the cistern and/or septic system on the Property, in accordance with all requirements of Pueblo County. Landowner will be required to pay all costs associated with the connection, including tap fees and line extension costs, if applicable.

3. The Board's decision that the variance is terminated under paragraph 1 shall be final. Landowner agrees that any challenges to the Board's decision that the variance is terminated must be filed with the District Court of Pueblo County within 28 days of the Board's decision. If the final ruling or settlement is substantially in favor of the District and/or requires connection, the Landowner agrees to pay for all costs incurred by the District in connection with such challenge, including attorneys' fees.
4. If there is a failure to comply with the terms of this Agreement, the prevailing party shall be entitled to its attorney fees and costs.
5. The parties acknowledge that all of Colorado City Metropolitan District's Rules and Regulations, as they currently exist or may be amended in the future, apply to the Property, except for the express Variance set forth in Section E.
6. Landowner shall be solely responsible for ownership, operation and maintenance of the cistern and/or septic system, authorized pursuant to the Variance. The District shall have no liability associated therewith.
7. If the Variance allows for a cistern, Landowner may purchase bulk water from the District, subject to availability, payment of applicable fees, and all applicable rules and regulations. The District makes no representations regarding the timing or quantity of bulk water that may be available and reserves the right to change its policy on or end the sale of bulk water. Landowner is responsible for hauling any water purchased from the District or a third-party to fill the cistern. The District shall have no liability for water quality after sale at the bulk water station.
8. This Agreement shall be recorded in the real property records of the Pueblo County Clerk and Recorder. Landowner agrees that the rights, duties, and obligations expressed herein run with the Property and are binding on Landowners' heirs, successors and assigns.
9. Additional Terms and Conditions:
[Insert any special conditions.]

[Remainder of page intentionally left blank. Signature page follows.]



I am asking the board to give me direction in allowing the Friends of Holly Dot to be able to keep the money for green fee for the Tournament on June 1, 2019. They continue to be a viable partner for the golf course by donating many hours of man power and labor to keeping the facilities as well as buying materials or paying for services (sand, trimming trees, cart path material, paint, Pins for greens and practice green pins). They have a list of other things that they would like to do for the course which will improve our course to draw more players and would like to have a fund to continue to do them.

The Course will charge for the golf carts as usual \$13 dollars a player to continue to have revenue from tournament. All I am asking for is the green fees



Offer for 5 Properties

	<u>Unit</u>	<u>Lot</u>	<u>our list</u>	<u>PPprice</u>	<u>Offered</u>
1.	5	531	\$1380	\$3000	\$1000
2.	5	556	\$1380	\$3000	\$1000
3.	14	907	\$1210	\$3000	\$500
4.	14	784	\$9900	\$1500	\$500
5.	29	265	\$380	\$7000	\$2000

COLORADO CITY METROPOLITAN DISTRICT
RECORD OF PROCEEDINGS
BOARD OF DIRECTORS STUDY SESSION

A study session of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, May 14, 2019, at 6:00 p.m.

1. QUORUM CHECK.

Chairperson Terry Kraus
Secretary Greg Collins – by phone
Treasurer Harry Hochstetler
Director Justin Hunter – absent, excused
Director Bob Cook

Also in attendance:

Jim Eccher, District Manager
Yvonne Barron, Finance Director
Donny Scheid, Public Works
Prim Ivan, Hollydot Golf Course
Marc Anzlovar, Hollydot Golf Course
Josh Briggs, Parks and Recreation
Gary Golladay, Water and Sewer

2. AGENDA ITEMS:

a. Real Estate Proposals – David Douglas and Harland Cason

Mr. Eccher there had been contracts brought in on five properties this week. He thought the current process worked fine for real estate. Mr. Cook said he thought CCMD should use a professional as is used in other areas.

b. CCAAC application review

Mr. Eccher asked if changes were needed to the revised application. Mr. Cook thought another line for “Property and building site staked” should be added. Mr. Collins said since CCMD is charging a fee, we should inspect the property.

c. Cistern in areas of no water service

Mr. Cook would like to see the wording of a proposed resolution on the matter for cistern and sewer issues.

d. Mower for Parks and Recreation

Mr. Eccher said a residential mower and a commercial mower had been looked at. The residential mower would only have a one year warranty, the commercial mower would be three years. Mr. Eccher said Mr. Briggs had saved money on the budgeted scoreboard and the campground was ahead of projected income. Mr. Cook thought bids were needed from more companies.

e. Inner Sol is asking for a letter of intent to purchase electricity from their solar plant. There is no commitment with this letter.

f. Mr. Eccher has found emergency help with water if a situation arises that both water plants are unable to produce water. Co-WARN is a mutual aid contract with nearby water systems.

3. ADJOURNMENT. There being no further business before the Board, Mr. Kraus adjourned the meeting, at 6:45 pm.

COLORADO CITY METROPOLITAN DISTRICT

Terry Kraus, Chairperson

ATTEST:

Greg Collins, Secretary

Approved this 28th day of May, 2019.

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
RECORD OF PROCEEDINGS
BOARD OF DIRECTORS MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, May 14, 2019, at 6:15 p.m.

1. CALL TO ORDER. Chairperson Kraus called the meeting to order at 6:45 p.m.
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF SILENT REFLECTION
4. QUORUM CHECK.

Chairperson Terry Kraus
Secretary Greg Collins – by phone
Treasurer Harry Hochstetler
Director Justin Hunter – absent, excused
Director Bob Cook

Also in attendance:

Jim Eccher, District Manager
Yvonne Barron, Finance Director
Donny Scheid, Public Works
Prim Ivan, Hollydot Golf Course
Marc Anzlovar, Hollydot Golf Course
Josh Briggs, Parks and Recreation
Gary Golladay, Water and Sewer

5. APPROVAL OF AGENDA: Mr. Hochstetler made a motion approve the agenda and Mr. Cook seconded the motion. All voted in favor and the motion passed.
6. APPROVAL OF MINUTES: Study Session and Regular Meeting April 30, 2019: Mr. Cook made a motion to approve all the minutes, and Mr. Kraus seconded the motion. All others voted in favor and the motion passed. Mr. Hochstetler abstained from voting.
7. BILLS PAYABLE: Mr. Cook asked why a public packet was not on the website. Mr. Eccher said next time he would redact any confidential matters and post a packet. After discussion, Mr. Cook made a motion to pay the bills, and Mr. Hochstetler seconded the motion. All voted in favor and the motion passed.
8. FINANCIAL REPORT: Ms. Barron stated the financials are in a better position than at this time last year. Mr. Eccher said a discussion would be needed about de-brucing. Some grant money could put CCMD over the TABOR limit. Mr. Cook would like the stand pipe calibrated, he believes it is overcharging.
9. OPERATIONAL REPORT:
Mr. Eccher reported broadleaf control has happened on the golf course. There has been 3.3” of rain this month. A new putting green is ready and a new chipping green will be ready soon. The Friends of Hollydot bought new flags. Membership is up 24% and new tournaments are being scheduled.
Mr. Briggs is trying to get the lake mowed and ready for Memorial Day. Branches have been trimmed and hauled away in the park. In the campground, the bathrooms are being remodeled. The campground is completely booked for Memorial Day. Baseball has 100 kids signed up, but coaches are still needed. Wi-fi is being installed at the baseball field this week. The pool is filled and running, the heater needs some parts.
Mr. Scheid told the board a part is needed at the sewer plant that has a 8-10 week lead time. This means the fan press has to run more. There were issues at the water plants this week, but both are up and running now.

10. READING BY THE CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR:
11. CITIZENS INPUT: None
12. AGENDA ITEMS:
 - a. Discussion / Action:
Real Estate Proposals
Mr. Collins made a motion to table any changes to procedures. Mr. Hochstetler seconded the motion. Mr. Collins, Mr. Hochstetler and Mr. Kraus voted in favor, Mr. Cook voted against. The motion passed.
 - b. Discussion / Action:
CCACC Form
The board agreed to use the current form with the addition of staking the plot and building site. They stated it could be changed at a later date if needed.
 - c. Discussion / Action:
Mower for Parks and Recreation
Mr. Cook made a motion to allow Parks & Rec to spend up to \$11,000 for a mower after checking with SDA to see if three bids were needed. Mr. Hochstetler seconded the motion. All voted in favor and the motion passed.
13. ATTORNEYS REPORT None
14. NEW BUSINESS:
Mr. Cook asked questions about the issues at the water plants. Were they corrosion issues? Mr. Scheid said they were age issue.
Mr. Cook would like to use the message area of the billing statement to tell the citizens to read their covenants to make sure they are not violating any of them.
15. OLD BUSINESS:
Mr. Cook asked if Pueblo Roads and Bridges were chipping the limbs at the gravel pit. He does not want the gravel pit used as a slash burn site.
16. CORRESPONDENCE:
None
17. EXECUTIVE SESSION: None
18. ADJOURNMENT. There being no further business before the Board, Mr. Kraus adjourned the meeting at 7:46 pm.

COLORADO CITY METROPOLITAN DISTRICT

Terry Kraus, Chairperson

ATTEST:

Greg Collins, Secretary

Approved this 28th day of May, 2019.

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.

James P. Eccher

From: Brent B <brentlbowers1@hotmail.com>
Sent: Friday, May 17, 2019 2:07 PM
To: colocitymanager@ghvalley.net
Subject: Holy Dot Golf Course Sign Trade
Attachments: EST-2915golf.pdf

Hi Jim,

We spoke about the Holy Dot Golf Course Sign a month ago. I finally revived an estimate. Please see attached and let me know if you would like to proceed.

Thank you in advance!

Brent Bowers
ZechBuysHouses LLC
www.zechbuyshouses.com
863-801-6959

Begin forwarded message:

From: rob@insightproductsandservices.com
Subject: revised estimate
Date: May 17, 2019 at 8:33:19 AM MDT
To: brentlbowers1@hotmail.com

Hi Brent, Here are the revised estimates, separating the sign to be picked up and the sign to be installed. As soon as we get the phone number and the deposit we can get send you a proof to approve. Then we can get them done for you.

Thanks
Rob



1652 S. Prairie Ave.
 Pueblo , CO 81005
 (719) 647-1181

ESTIMATE

EST-2915

What We Do For You Today, You will Be Known For Tomorrow!
 www.insightproductsandservices.com

Payment Terms: Cash Customer

Created Date: 5/16/2019

DESCRIPTION: Reorder: 8x4 Land For Sale Signs

Bill To: Zech Buys HousesLLC
 445 E Cheyenne MTN BLVD STE C 180
 Colorado Springs, CO 80906
 US

Pickup At: Insight Products and Services
 1652 S. Prairie Ave.
 Pueblo , CO 81005
 US

Requested By: Brent Bowers
 Email: brentlbowers1@hotmail.com

Salesperson: Robert Allen

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	1 8x4 MDO 2 Sided Land For Sale Sign	1	\$434.15	\$434.15
1.1	MDO 1/2" Painted 2 sides - 1 Painted Sign Panels			
2	Trip Charge and Install	1	\$342.00	\$342.00
2.1	Trip Charge -			
2.2	Installation / Travel Time / Incidental Materials -			
3	Design and lay out	1	\$69.50	\$69.50
3.1	Product Design / layout / Set up for production -			

Subtotal:	\$845.65
Taxes:	\$32.46
Grand Total:	\$878.11
Deposit Required:	\$614.68

Thank you for the chance to provide a quote for your project. This quote is an estimate that describes our best understanding of your project and the cost to you. Changes in the project will result in adjustments to this estimate - that is especially likely where we are removing or installing graphics in situations where we have not yet had the opportunity to inspect the site or vehicle prior to providing this estimate.

In order to move forward with the design, proof and production phases of your project, we generally require advance payment for work. Payment of 100% is required in advance for all projects of \$250 or less. A minimum deposit of 70% is required for all projects greater than \$250 (more might be required if we are ordering custom items from one of our trusted vendors).

IMPORTANT: Because this is custom work, we do not offer refunds, returns or cancellations once your order is moved into production. Clients are responsible for payment on all orders produced in accordance with approved proofs.

Thank you for the opportunity to earn your business, as we strive to deliver the best quality and service we can provide!

James P. Eccher

From: Chris Yuan-Farrell <cyuanfarrell@goco.org>
Sent: Tuesday, May 21, 2019 12:32 PM
To: Chris Yuan-Farrell
Subject: Connect Concept Paper Decision

Dear Applicant,

Thank you for submitting a concept paper for GOCO's Connect initiative grant program. We received 24 applications requesting a total of over \$32M with only \$8.5M available to award. Through a rigorous peer review process, a committee scored and ranked all proposals based upon the merit of the project and the impact to the state. This proved to be an exceptionally competitive grant round with many great proposals. Unfortunately, your proposal did not score high enough to recommend advancing to a full application. We thank you for your submission and wish you luck in completing your trails project.

Best,
Chris

Chris Yuan-Farrell
Senior Program Officer
Great Outdoors Colorado (GOCO)
1900 Grant Street, Suite 725
Denver, CO 80203
303.226.4511

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James P. Eccher

From: Carolyn Steffl <csteffl@mwhw.com>
Sent: Monday, May 20, 2019 3:07 PM
To: 'James Eccher'
Cc: 'Ed Blieszner'
Subject: Telephone status conference - Colorado City v. Rye

Hi Jim,

This is a quick update on our status conference with the court. We gave the court an update on the case and indicated that we did not need court intervention at this time. The next status conference is set for August 19. We hope to have the meter and manhole issues wrapped up at the date. If we can discuss the case, we will not need to hold the status conference.

Keep up the good work with Rye.

Sincerely,

Carolyn R. Steffl, Esq.

Moses, Wittemyer, Harrison & Woodruff, P.C.
2595 Canyon Blvd., Suite 300
Boulder, Colorado, 80302
Email: csteffl@mwhw.com
Phone: 303-443-8782

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