



Colorado City Metropolitan District

PUBLIC NOTICE

BOARD OF DIRECTORS STUDY SESSION

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday February 13, 2024 , beginning at 6:00 p.m.

1. Resolution 5-2024 Transfer of CTF Funds
2. Quote to Camera NorthPark sewer line and valving.
3. Quotes for USDA Cultural resources Inventory
4. Quote for Water Model
5. Pay Request 14 For ARPA Tank Project
6. MOU for VFC and Valley First
7. CCAAC Reviews
8. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND Demeanor.
9. CITIZENS INPUT

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday February 13, 2024, 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 THE AGENDA
6. Public Hearing: Amending the 2023 Budget
6. APPROVAL OF MINUTES.

Regular Meeting January 9,30 2024

CCACC Minutes January 9, 30 2024

7. BILLS PAYABLE.
8. FINANCIAL REPORT.
9. OPERATIONAL REPORT.
 - a. Beckwith Dam report
 - b. Committee Reports Clint's Newsletter / Budget Committee.
10. **ATTORNEY Report:**

11. AGENDA ITEMS:

Resolution 5-2024 Transfer of CTF Funds
Accept and assign Cultural Resource Company
Does District what a Water Model made up by GMS
Pay request for ARPA Tank Project
Authorization to sign MOU's for Valley First and VFC

Discussion/Action
Discussion/Action
Discussion/Action
Discussion/Action
Discussion/Action

CCACC:

Discussion/Action

A. New Construction:

1. 5080 Cuerno Verde Blvd Fence

B. Actions

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

- 12. OLD BUSINESS. road resolution/ Diamond Maps updated with board /Goals and achievement Plan / Strategic plan
- 13. NEW BUSINESS: School asking to put Tbolts on Tank 2 facing baseball field/ Light for 165hwy and Jefferson
- 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: February 9,2024

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting February 13, 2024

Time: Feb 13, 2024 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85067163183?pwd=U0JJMkdXRzM3U0R0d293M0JvL2x1QT09>

Meeting ID: 850 6716 3183

Passcode: 456726

One tap mobile

+17193594580,,85067163183#,,,,*456726# US

+13462487799,,85067163183#,,,,*456726# US (Houston)

Dial by your location

• +1 719 359 4580 US

• +1 305 224 1968 US

• +1 309 205 3325 US

Meeting ID: 850 6716 3183

Passcode: 456726

Find your local number: <https://us02web.zoom.us/u/kyEsd7jVe>

RESOLUTION NO. 05-2024

**COLORADO CITY METROPOLITAN DISTRICT
A RESOLUTION TO TRANSFER APPROPRIATED SUMS OF MONEY FROM ONE
FUND TO ANOTHER FUND
(Pursuant to Section 29-1-109, C.R.S.)**

WHEREAS, The Board of Directors Approve the interfund transfer from the Conservation Trust Fund (CTF) to the Colorado City Metropolitan District (CCMD) General Fund.

AND WHEREAS, The funds will be used to pay the debt created for the purchase of Campground repairs and equipment for the

AND WHEREAS, The funds were appropriated by the Pueblo Board of County Commissioners for Equipment designated for Colorado City Metropolitan District Parks and Recreation Campground Greenhorn Park.

AND WHEREAS, The funds will be used to pay the debt created for the purchase of Hollydot Golf Course repairs and equipment in the amount of \$58,416.48.

AND WHEREAS, The funds were appropriated by the Pueblo Board of County Commissioners for Equipment designated for Colorado City Metropolitan District Hollydot Golf Course for equipment and repairs in the amount of \$53,500.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE COLORADO CITY METROPOLITAN DISTRICT,**

Section 1: That the sum of \$111,916.48 is hereby transferred From the Conservation Trust Fund (CTF) to the CCMD General Fund.

PASSED AND APPROVED THIS 13TH DAY OF February 2024

COLORADO CITY METROPOLITAN DISTRICT

By: _____
Neil Elliot, Chairperson
Board of Directors

ATTEST:

Sarah Hunter
Secretary

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COLORADO CITY METROPOLITAN DISTRICT

By: _____
Neil Elliot, Chairperson
Board of Directors

ATTEST:

Sarah Hunter
Secretary

DRC Construction Services
4100 Rio Grande Ave
PO Box 640
Sedalia, CO 80135
(303) 688-2166

Date: February 1, 2024

Project: Abandoned Gravity Main Inspection

Attn: Wastewater

DRC Construction Services is pleased to provide this proposal for the following work items:

Item	Description	Qty	Unit	Unit Price	Total
1	CCTV Inspect Abandoned Sanitary Main 8"	5500	LF	\$0.98	\$5,390.00
2	Level 2 Manhole Inspections	20	EA	\$80.00	\$1,600.00
3	Per Diem and Lodging	3	DAY	\$325.00	\$975.00
4	Mobilization	1	LS	\$1,200.00	\$1,200.00
TOTAL					\$9,165.00

Exceptions & Exclusions

- Quantities are estimated, unit prices apply
- Proposal does not include traffic control, construction water, bonding or permits; If any are required of DRC they will be provided at additional cost plus 10%
- PACP Inspection Format, Inspection Log Sheets, Videos & Defects provided in Digital Format
- Proposal specifically excludes any cleaning necessary to complete inspection. DRC will only perform inspections on pipe segments that are accessible via an exposed manhole and the camera transporter can traverse any debris or obstacles present.
- DRC will make every effort to complete inspections of each pipeline from upstream to downstream access points, however it will be at the sole discretion of our operator as to continue past obstructions or other obstacles that may pose a risk to equipment.
- Should equipment become trapped or lodged in existing pipeline due to existing pipe conditions or other factors outside of DRC's control an excavation will be completed to retrieve equipment, undamaged, by the General Contractor and will be at no expense to DRC.
- Standard certificates of insurance will be sent to the Owner upon award of bid items to DRC.

Regards,

Ben Hemphill
DRC Construction Services

Accepted by: _____

Name: _____

Company: _____

Date: _____



Matt Dennison
PO Box 612
Rye, CO 81069
719-568-2050

PROPOSAL TO: CCMD
BENT BROTHERS BLVD

COMMENTS: north parkway

Date: 1-15-24

DESCRIPTION	AMOUNT
Remove and install new valve on north parkway east of San Juan Bank 100 yards (devils triangle) <ul style="list-style-type: none">• County R.O.W. permit included• T.C.P. included• All materials to include gravel, pipe, valve, etc to be provided by CCMD• Shutting down waterline and recharge of waterline is the responsibility of CCMD• CCMD will give one employe for support.	TOTAL \$5,390.00

Full payment due within 14 days upon completion of work.

If payment is not received within the time period above client/entity is responsible for all court cost, attorney fees, and any other fees/cost associated with collecting of bill.

By signing you accept all conditions above

Signature by entity owner/managing member. _____ Date _____

Signature by property owner. _____ Date _____



Matt Dennison
PO Box 612
Rye, CO 81069
719-568-2050

PROPOSAL TO: CCMD
BENT BROTHERS BLVD

COMMENTS: valve replacement

Date: 1-15-24

DESCRIPTION	AMOUNT
Install line valve at north parkway behind San Juans bank	
<ul style="list-style-type: none">• County R.O.W. permit included• T.C.P. included• All materials to include gravel, pipe, valve, etc. to be provided by CCMD• Shutting down waterline and recharge of water line is the responsibility of CCMD• CCMD will give one employe for support.	
	TOTAL \$7,450.00

Full payment due within 14 days upon completion of work.

If payment is not received within the time period above client/entity is responsible for all court cost, attorney fees, and any other fees/cost associated with collecting of bill.

By signing you accept all conditions above

Signature by entity owner/managing member. _____ Date _____

Signature by property owner. _____ Date _____



Job Description	Cost	Unit	Notes
New Water	\$14.00	Ft	100ft minimum
New Sewer	\$24.00	Ft	100ft minimum
Septic	Bid		Job Specific
Water, Sewer, Septic Repair	Bid		Job Specific
Basement	\$4.00	Sq Ft	
Crawl Space	\$3.25	Sq Ft	
Skid Steer	\$125.00	Hour	2 Hour minimum
Skid Steer Attachments			Job Specific
Excavator	\$125.00	Hour	2 Hour minimum
Hydro Excavator	\$150.00	Hour	2 Hour minimum
Concrete	Bid	Sq Ft	
Trucking	\$160.00	Hour	2 Hour minimum
Wheel Loader	\$150.00	Hour	2 Hour minimum

Mike Robeda
 719-252-5568
mikerobeda@hotmail.com

If unknown utilities or other obstacles or obstructions are encountered, additional T&M will be added to all jobs.



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

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295 Interlocken Boulevard, Suite 300
Broomfield, Colorado 80021
Tel 303.487.1183 Fax 303.487.1245
www.swca.com

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January 18, 2024

Nate Jacobs, Project Engineer
NOCO Engineering Company
257 Johnstown Center Drive, #209
Johnstown, Colorado 80534
Submitted via email: njacobs@nec-engrs.com

Re: Cultural Resources Inventory Cost Estimate for the Colorado City Metro District Lake Beckwith Dam Improvement Project, Pueblo County, Colorado

Dear Mr. Jacobs,

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for environmental services for the proposed Colorado City Metro District Lake Beckwith Dam Improvement project in Pueblo County, Colorado. It is our understanding that this project will require the following: 1) Background Research; 2) Cultural Resources Survey; 3) Reporting; and 4) Consultation with the Colorado State Historic Preservation Office.

The cost to complete these tasks, as described in the attached scope of work, is a time-and-materials, not-to-exceed total of \$7,535. The cost estimate is valid for 3 months, after which time we reserve the right to create a new cost estimate.

Thank you for providing us with the opportunity to work with you. If the scope of work and cost estimate are acceptable to you, please sign the Services Agreement attached to the end of this proposal and email it back to our office. We will then return a fully executed agreement to you for your files. After receipt of a signed contract, we will be able to start work immediately. Please contact me at (720) 249-3441 or via email at mmedeiros@swca.com if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melanie Medeiros". The signature is fluid and cursive.

Melanie Medeiros, M.A., RPA
Senior Cultural Resources Team Lead

SCOPE OF WORK

NOCO Engineering Company (NOCO), in coordination with Colorado City Metro District (District), proposes to complete modifications to accommodate future dam expansion to address dam safety deficiencies and to perform work related to the widening of the existing dam crest/embankment to account for future reservoir expansion/capacity increase. The planning area for the project also includes the construction of a pretreatment building within District-owned lands and encompasses the District's raw water source (Beckwith Reservoir), the existing water treatment plant (Beckwith WTP) facility, and the existing Hollydot Golf Course pond. To support project compliance with Section 106 of the National Historic Preservation (NHPA) Act, the Colorado State Historic Preservation Office (SHPO) has requested a Class III inventory of the area of potential effects for the project. The following scope of work outlines the tasks needed to meet the SHPO's request.

LITERATURE REVIEW

SWCA will complete a file search for the project area and a 1-mile background study area through the Colorado Office of Archaeology and Historic Preservation (OAHP). The results of the file search will be used to inform the cultural resources field inventory and will be incorporated into the cultural resources survey report. In addition, SWCA will review historic General Land Office plats, topographic maps, and aerial imagery to identify potential historic features that may be present in the survey area.

FIELD SURVEY

SWCA will perform an intensive Class III cultural resource inventory of the project area to Colorado OAHP standards, meeting federal regulations guiding the "Protection of Historic Properties" (Title 36 Code of Federal Regulations Part 800). Field investigations will include a pedestrian survey of the area of potential effect (APE), which totals 5.87 acres, in accordance with the Colorado OAHP protocol. All work will be done in accordance with the standards and guidelines of the National Historic Preservation Act and those of the Colorado OAHP. The field survey will consist of one SWCA archaeologist walking the survey area at a spacing not-to-exceed 15 meters. A preliminary review of the OAHP's COMPASS online cultural resources database shows no previous sites recorded in the survey area. If cultural resources are identified during the survey, they will be recorded and assessed for NRHP eligibility and potential project effect.

The OAHP also require that potential visual and cumulative impacts to historic properties be considered as part of the assessment of project effect. SWCA anticipates that no additional cultural resources eligible for or listed in the NRHP or the State Register of Historic Places will require a visual effects assessment.

REPORT

SWCA will prepare one cultural resource report according to OAHP standards documenting the inventory results. Based on preliminary research, SWCA anticipates that a full cultural resource report will be needed for the project. This documentation will include information on cultural resource type and artifacts and features present, if any; environmental setting; and NRHP evaluation. SWCA will produce and electronic copy of the report (PDF) for submittal to SHPO for review and concurrence; an electronic copy of the report (PDF) will be submitted to NOCO and the District.

SCHEDULE

SWCA proposes to initiate work within 5 business days of receiving a notice-to-proceed from NOCO. The results of the file search and literature review must be received prior to fieldwork; the current turnaround time to receive results from the OAHP is 20 business days from date of request. Therefore, SWCA estimates fieldwork would be completed within 6 weeks of receiving a notice-to-proceed and that a draft report would be submitted to NOCO for review within 10 weeks of receiving a notice-to-proceed. The SHPO has up to 30 days to review draft reports.

COST ESTIMATE AND ASSUMPTIONS

SWCA proposes a time-and-materials, not-to-exceed cost of \$7,535 to complete the project.

ASSUMPTIONS

- The cost and scope are based on the information provided via email from NOCO on January 9, 2024. If the project layouts change, SWCA will provide the client a new cost and scope at that time.
- SWCA assumes NOCO will coordinate all landowner contacts and permissions needed to access the survey area.
- The field survey will be conducted by one archaeologist in one up to 12-hour day of fieldwork, including travel to and from the project location. If additional survey time is necessary due to unforeseen circumstances (weather conditions, landowner access, unsafe project conditions, etc.), SWCA will negotiate additional costs at that time.
- The ground must be at least 70% free from snow for an adequate survey per OAHP guidelines.
- Based upon preliminary background review of the area, SWCA anticipates recording the Beckwith Dam and Reservoir, which are of historic age, and up to two additional isolated finds. If more cultural resources are encountered, SWCA will negotiate costs at that time.
- Based on the types and limits of cultural resources expected, SWCA assumes no shovel testing to evaluate archaeological deposits for NRHP eligibility will be necessary.
- SWCA anticipates making no collections; therefore, curation costs are not included in this estimate.
- This scope of work and cost estimate does not include Native American consultation, which is the responsibility of the lead agency.
- No in-person agency or client meetings are included in this scope of work.

Services Agreement

This Services Agreement ("this Agreement") is entered into as the date set forth below by SWCA Incorporated, an AZ corporation dba SWCA Environmental Consultants ("SWCA" or "Consultant"), and the client identified below ("Client"). References to this "Agreement" mean the terms set forth below and the proposal to which this Agreement relates ("the Proposal") as further described below.

1. Services. Pursuant and subject to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement as described in the Proposal ("the Services"). Any reports and similar materials that SWCA is to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. SWCA may use subconsultants and other subcontractors as may be reasonably necessary or appropriate to perform the Services. The terms subconsultants and subcontractors are used interchangeably. Client agrees to cooperate with SWCA as reasonably requested or required for the performance of the Services, including promptly providing relevant information, directions and approvals needed to perform the Services. References to the "project" mean the project to which the Services relate.

2. Work Schedule. SWCA will use reasonable efforts to start work by any mutually agreeable proposed start date and will use reasonable efforts to complete the Services by any mutually agreeable proposed completion date. Any proposed start date or completion date is a good faith estimate. SWCA is not responsible for any delays caused by circumstances beyond SWCA's reasonable control.

3. Additional Services. Any services provided by SWCA outside the scope of the Services constitute "Additional Services" and such Additional Services shall constitute Services under this Agreement, unless such Additional Services are subject to a separate agreement. Any Additional Services provided by SWCA with Client's approval constitute "Approved Additional Services". Except as otherwise mutually agreed in writing, SWCA shall be compensated for Approved Additional Services on a time and materials basis at SWCA's then-current hourly rates, with expense reimbursement per SWCA's then-current expense reimbursement terms, and such additional compensation shall not count toward any fixed fee or not-to-exceed amount.

4. Standard of Service. SWCA shall perform the Services in accordance with the applicable level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA agrees to perform in accordance with the Standard of Service but that obligation shall not be construed to imply any warranty or guarantee of any particular results. SWCA's obligations regarding the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due with respect to the Services at issue. In no event will SWCA be responsible for any partially completed Services (e.g., Services which are partially completed due to Client's breach) or have any responsibility for any other circumstances beyond SWCA's reasonable control. SWCA will perform the services for the benefit of Client (and/or for the benefit of governing agencies where required by applicable laws) and no other party is entitled to rely on the Services, including any report, assessment or conclusions arising from the Services, nor may any obligations of SWCA be assigned or otherwise transferred without SWCA's express written consent.

5. Project Information; Confidentiality. Subject to the terms of this Agreement, SWCA is responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4 above. SWCA is not responsible for the accuracy of information not prepared by SWCA (e.g., information in materials provided by Client, government records, third-party reports and maps), whether such inaccuracy is due to incompleteness or otherwise, except to the extent SWCA expressly agrees in the Proposal to be responsible for verifying the accuracy of that information. Each party shall use reasonable efforts to maintain the confidentiality of any non-public information owned by or relating to the other party.

6. General Payment and Expense Terms. SWCA shall generally invoice Client monthly for services rendered (based on percentage of completion/hours expended, as applicable) and expenses incurred. Invoices are payable upon Client's receipt of the invoice and invoices become past due if payment is not received within thirty (30) days after the date of the invoice. Except as may be agreed by SWCA in writing, payment to SWCA shall not be withheld by reason of Client not receiving funds from a third-party. Client's rights to use Deliverables are conditioned on Client's payment of all amounts due to SWCA. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Except where a fixed fee is mutually agreed on in writing, any fee quotes are non-binding estimates. Unless otherwise mutually agreed in writing, a not-to-exceed amount means that Client will not incur fees in excess of that amount without Client authorization but is not a guarantee that the Services will be completed for that amount. If SWCA agrees to a fixed fee or a not-to-exceed amount based on information which proves to be inaccurate and, as a result, the assumptions relied on by SWCA for the originally agreed on fee limit are materially affected, the parties shall negotiate diligently and in good faith to determine reasonable adjustments in pricing and related terms. Amounts billable for reimbursable expenses are separate from any estimated or quoted fees.

7. Taxes. Unless otherwise mutually agreed in writing, any sales taxes, gross receipts taxes or similar taxes imposed by governing authorities with respect to the Services provided to Client will be Client's responsibility and, unless paid directly by Client, will be invoiced to Client.

8. Late Payment. In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work subject to giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment, SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable laws. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any amounts payable to a collection agent) in connection with efforts to collect overdue amounts (including efforts to collect such attorneys' fees, court costs and other expenses). Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

9. Term of Agreement. Unless terminated earlier per the terms of this Agreement, this Agreement will remain in effect until the Services are completed, at which time this Agreement will automatically terminate. Upon termination, all provisions of this Agreement that expressly or by their nature continue in effect shall survive termination (e.g., payment terms, confidentiality provisions, indemnification provisions, liability/remedies limitations, and general terms).

10. Termination. If a party breaches this Agreement and does not cure such breach within five (5) business days of receipt of a written notice from the other party describing the breach, the other party may terminate this Agreement for cause. Either party may terminate this Agreement without cause by giving 30 days advance written notice of termination. These provisions do not limit available rights in the event of late payment as described in Section 8 above.

11. Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: If the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated and invoiced by SWCA. If the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement.

12. Governing Law; Interpretation. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the jurisdiction where the project is predominantly located. The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party.

13. Insurance. The parties will maintain reasonable insurance coverage and will provide appropriate information regarding its insurance coverage as may be requested by the other party.

14. Indemnification. Each party shall indemnify the other party against any losses, including reasonable attorneys fees, to the extent incurred as a result of the indemnifying party's breach of this Agreement or as a result of any negligent or otherwise wrongful acts or omissions attributable to the indemnifying party. These indemnification terms are intended to provide indemnification of actual out-of-pocket losses and do not obligate or entitle the indemnifying party to assume the defense of any claims against the other party. A party seeking indemnification under these terms shall be entitled to indemnification only to the extent the party exerted reasonable efforts to defend against the claims and limit the party's losses as a result of those claims. These indemnification rights and obligations do not preclude any indemnification rights and obligations otherwise available under applicable laws. However, in no event shall any indemnification rights and obligations be construed to impair any limitations of liability/remedies provided under this Agreement or otherwise impose any liability that a party is not intended to be responsible for under the terms of this Agreement.

15. Consequential Damages Waiver. Neither party shall be liable for any consequential damages relating to activities arising out of this Agreement. Consequential damages include damages resulting from the special circumstances of a party or that are indirect, remote or speculative, and damages resulting from delays, loss of use, financing charges and similar circumstances. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client, relying on information provided by Client, or Client's failure to follow SWCA's recommendations.

16. Limitation of Liability. To the fullest extent permitted by law, the aggregate liability of SWCA and its agents and representatives for any alleged issues with the Services provided by SWCA (e.g., alleged deficient services, alleged negligence, or other claims related to the Services, regardless of the legal basis for the claim) shall not exceed the fees actually paid by Client to SWCA with respect to the Services at issue. It is acknowledged that these liability limitations are



knowingly agreed to and are reasonable in light of the relative risks and benefits of the project. It is also acknowledged that the pricing provided to Client for the Services is based on these liability limitations and that SWCA is willing to negotiate increasing the foregoing monetary limitations in exchange for increased pricing. Any such increase must be mutually agreed on by the parties in writing to be effective. It is further acknowledged that this Agreement establishes a services relationship between SWCA and Client and that in no event shall individual employees have any personal liability for any issues with the Services.

17. Entire Agreement; Amendment. This Agreement, including the Proposal, reflects the entire agreement of the parties with respect to its subject matter. No amendment to this Agreement or any waiver may be enforced against a party unless the amendment or waiver is agreed to in writing by that party. As used in this Agreement, "including" and similar terms mean "including without limitation".

18. Compliance with Law. The parties agree to comply with all applicable laws and shall not have any liability for such compliance. Applicable laws include federal, state and local legal requirements, including permitting requirements, and directions from governmental agencies.

19. Relationship. The relationship of Client and SWCA constitutes an independent contractor relationship and does not constitute a principal-agent or fiduciary relationship or a relationship of partners, joint venturers or otherwise. As a provider of independent environmental consulting services, SWCA shall not be required to provide services inconsistently with requirements to remain in good standing with applicable government agencies and other entities.

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may amend or rescind the Proposal.

The parties hereby agree to the foregoing terms, including terms establishing the relative rights, obligations, responsibilities and liabilities of the party, effective as of January 18, 2024. The individual signatories below represent and warrant that they are authorized to bind the party on whose behalf they are signing.

SWCA, Incorporated

Client:

By:

By:

Name:

Name:

Title:

Title:

Billing Contact:

Street Address:

City:

State:

Zip Code:

Phone:

Email:



Metcalfe
ARCHAEOLOGICAL CONSULTANTS

January 23, 2024

Nate Jacobs
NCO Engineering Co.
257 Johnstown Center Dr, #209
Johnstown, CO 80534

transmittal via email
njacobs@nec-engrs.com

Re: Colorado City Metro District projects at Beckwith Reservoir, proposal for a Class III cultural resource inventory

Dear Nate,

Thank you for contacting us about this project. As we understand it, the Colorado City Metro District is proposing work on the Beckwith Dam and construction of a pretreatment facility adjacent to the dam. Beckwith Reservoir serves as the community's raw water source, and currently feeds water to an existing treatment plant. From information you have provided, the State Historic Preservation Officer has recommended a Class III inventory for the project area, and you also anticipate needing US Army Corps of Engineers permitting for the work to modify the dam. Our estimate for this work is \$8212.00.

The project area is shown on the attached map, and we recommend buffering these two areas out another 50' to meet what the USACE normally considers an adequate buffer around the footprint of proposed developments. The proposed inventory area, including the buffer, covers about 10.95 acres. Work will be conducted according to standards and guidelines of the USACE and the Colorado Office of Archaeology and Historic Preservation (OAHP) and will be sufficient to assist the USACE in its compliance with Section 106 of the National Historic Preservation Act. This will also be sufficient to meet the state's requirements under the Historical, Prehistorical, and Archaeological Resources Act and the Colorado State Register of Historic Places Act. Our work will be conducted under the terms of our State of Colorado Archaeological Permit, no. 82438, expiring on February 29, 2024, (annual renewal underway at this time). This permit applies since the project area is on land owned by a political subdivision of the state.

Our proposal includes three tasks. First, we will conduct a files search with the Office of Archaeology and Historic Preservation to determine if any previous inventories or any previously recorded cultural resources are in the project area. A preliminary check of the OAHP's online records shows no cultural resources and no previous inventories in the project area. We will also check historic GLO plats, available online from the BLM (<https://gloreCORDS.blm.gov/default.aspx>) and historic USGS maps available online at <https://ngmdb.usgs.gov/topoview/>.

As part of this prefield effort we strongly recommend communication with USACE to have it confirm that the area defined as the area of potential effect (APE) and the area proposed for inventory is adequate for its purposes.

Next, Metcalf will have one of its project field directors visit the project area to conduct a pedestrian inventory. Work will follow USACE and OAHP standards, with pedestrian transects spaced at no greater than 20 m, covering the project area. All cultural resources found during this effort will be recorded to OAHP standards, mapped, and photographed. We propose no test excavations and no collection of artifacts.

Finally, the results of the files search and field inventory will be reported, again to OAHP and USACE standards. Copies of the report will be provided to you and to the Colorado City Metro District for review, after which we will prepare a final report, associated documents, and a GIS data packet, which will be for submittal to the USACE and the SHPO.

The report will include the results of the inventory effort, provide descriptions of any cultural resources found, and provide recommendations regarding those resources' eligibility for the National Register of Historic Places. If cultural resources are found that cannot be adequately evaluated for the National Register based on surface evidence alone, we will make recommendations for possible additional work to arrive at a justifiable evaluation. This might include test excavations if the cultural resource is primarily archaeological in nature, or more in-depth archival research, if the cultural resource is historic in age and includes structural elements. This additional work, if necessary, is not included in this proposal.

Our project estimate assumes that we will find no more than two sites. This includes the Beckwith dam and reservoir itself, which is older than 50 years, and one additional newly discovered site.

Our schedule is such that we anticipate being able to conduct the field work within four weeks of a notice to proceed and entering into a contract with you or the proponent. The ground must be snow free at the time of field work. Field work is anticipated to take one person one to two days. Reporting can follow within four to six weeks following the close of field work.

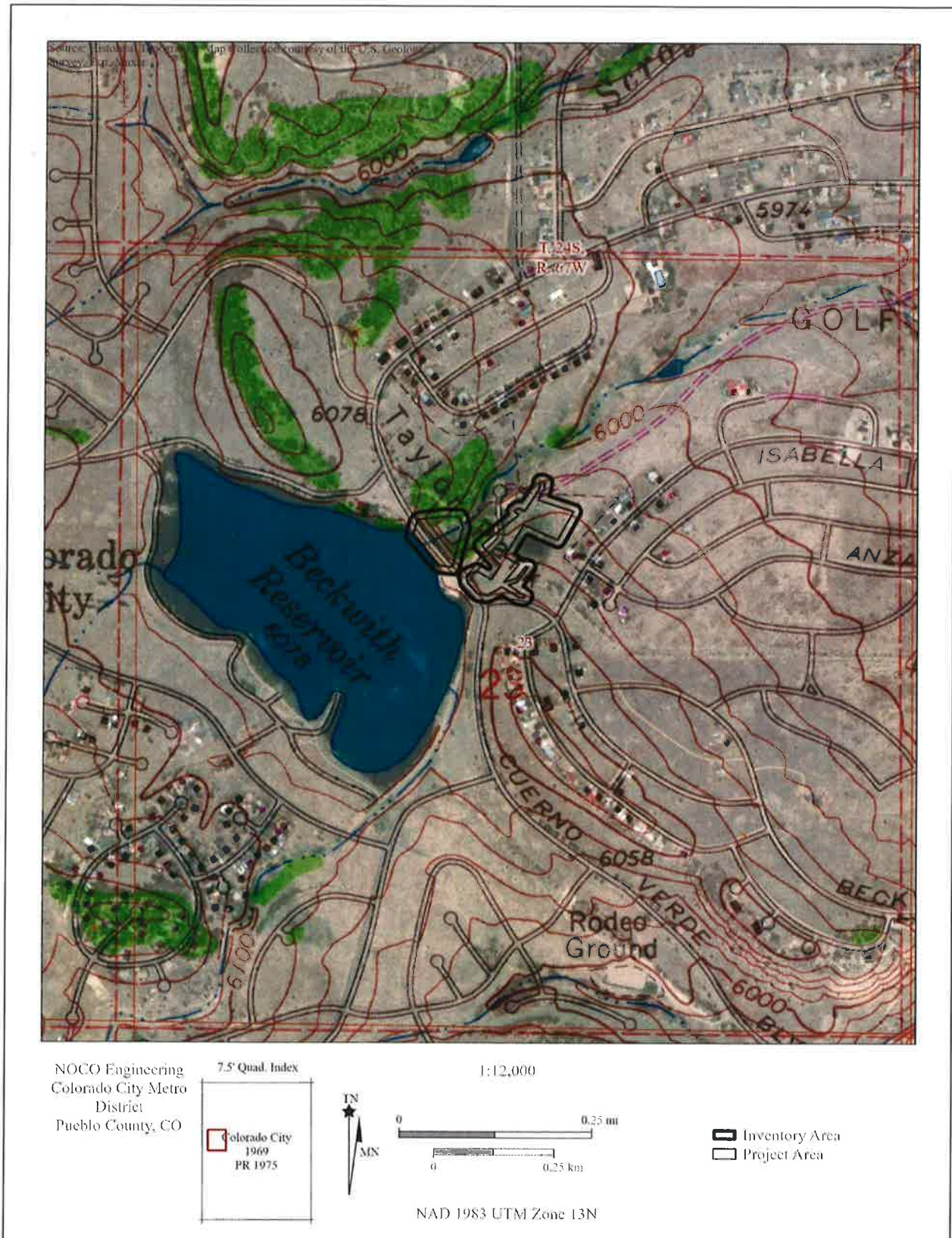
Please let me know if you have any questions or need anything else from us at this point. We look forward to working with you and with the Colorado City Metro District on this project if our proposal is accepted.

Sincerely,



Anne McKibbin

anne@metcalfarchaeology.com



Project area and proposed inventory area

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

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

MEMORANDUM

TO: Mr. James P. Eccher, General Manager
Colorado City Metropolitan District

DATE: February 8, 2024

FROM: Mr. Jason D. Meyer, P.E.
GMS, Inc., Consulting Engineer

RE: Water Distribution System Model

The Colorado City Metropolitan District has requested GMS, Inc. to address various questions pertaining to its water distribution system. These questions range from operational to maintenance issues, such as identifying specific areas of pressures and corresponding flow values within the distribution system, determining where to set pressures on existing pressure-reducing vaults, and deciding if new pressure-reducing vaults are needed and where they should be located. To answer these questions, understanding how the distribution system works and the best ways to operate it is a necessity. The best solution to address these questions and future queries is to create a water distribution system model.

The water model would utilize the existing GIS system mapping and associated information on the District. This information would be transferred to ArcGIS and modified to be read by the InfoWater Pro water distribution system modeling software. Once the model is created, existing pressure readings and flow values will be used to calibrate it. After calibration, the areas in question will be evaluated, and corresponding recommendations will be provided. This information will give the District an effective means to operate and maintain the distribution system, if new pressure-reducing vaults are needed, and if so, where they should be located, etc. To address these questions, a good understanding of how the distribution system works and the effective ways to operate the system are needed. The best way to address these questions and questions in the future is to create a water distribution system model.

The cost to undertake this work is set on a not to exceed amount of \$28,000.

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

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KEN L. WHITE, P.L.S.

February 8, 2024

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. 15 (\$7,720.25), together with the fourth Application and Certificate for Payment for Swedish Industrial Coatings (\$53,143.00).

Regarding GMS, Inc.'s Invoice No. 15, this invoice covers approximately a four-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. 15 is \$7,720.25. Please review and provide comments as appropriate.

The Schedule 3 Contractor's fourth Application and Certificate for Payment reflects \$250,723.12 earned as of January 31, 2024. Retainage stands at 5% of the total amount due. Taking retainage and the previous payments into account, the net amount due Swedish Industrial Coatings is \$53,143.00 ($250,723.12 - 12,536.16 - 185,043.96 = 53,143.00$). In our review of the documents combined with our onsite construction observation, we concur with the request and recommend payment in the amount of \$53,143.00.

We have compiled the fourteenth Form of Requisition against the Pueblo County ARPA grant funds. This Requisition totals \$60,863.25 and two (2) copies are enclosed. The Requisition covers GMS, Inc. Invoice No. 15, together with Swedish Industrial Coatings' fourth Application and Certificate for Payment. 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:

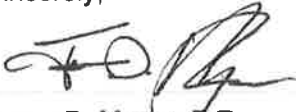
<u>No.</u>	<u>Description</u>	<u>Amount</u>	<u>Funding Source</u>
1.	GMS, Inc. (Invoice No. 15)	\$ 7,720.25	ARPA Grant
2.	Swedish Industrial Coatings (Pay App #2)	\$53,143.00	ARPA Grant
	Total:	\$60,863.25	

Alex Waterman will not be in attendance at your Board Meeting. Ken White in our office will be available via telephone should there be any questions on this information or the project as a whole.

Mr. James P. Eccher, General Manager
February 8, 2024
Page 2

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
611 NORTH WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903-1074

TELEPHONE (719) 475-2935
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DAVID R. FRISCH, P.L.S.

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

February 8, 2024

Ms. Sherri Crow, Interim Budget & Finance Director
Pueblo County Office of Budget and Finance
215 W 10th Street, Ste 217
Pueblo, CO 81003

Via Email: sherri.crow@pueblounty.us

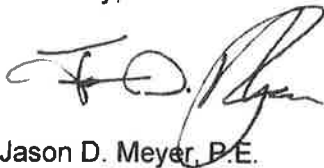
Dear Sherri:

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 fourteenth Form of Requisition against the referenced ARPA grant. The amount requested totals \$60,863.25 and covers all of GMS, Inc. Invoice No. 15 (\$7,720.25) and all of Swedish Industrial Coatings' fourth Application and Certificate for Payment (\$53,143.00). The invoices attached reflect the work that has been accomplished.

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

The Schedule 3 contractor continues to address the outside tank work activities as they are able and will be addressing the inside portion of the tanks once they are accessible. 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.)
Ms. Meg Scarlett, CPA, Pueblo County (w/encls.)

PUEBLO COUNTY
Form of Requisition

COLORADO CITY METROPOLITAN DISTRICT, (the "Subrecipient")

Please submit to the following address:

Email To: sherri.crow@pueblocounty.us (preferred method)

Or Mail To: Ms. Sherri Crow, Interim 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.: Fourteen (14).
2. Pueblo County total grant amount: \$3,640,000.00.
3. Previous amount paid: \$2,462,081.60.
4. Total invoice(s) amount: \$60,863.25.
5. Pueblo County grant balance (Line 2 less line 3 and line 4): \$1,117,055.15.
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; and Swedish Industrial Coatings.
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: 69%
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: February 13, 2024

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 JANUARY 26, 2024**

No.	Expenditure Description	Budgeted Amount	This Pay Request	Total to Date	Funding Sources ¹⁾
					Pueblo County ARPA
1.	Advertising/Administrative	\$ 500.00		\$ 1,235.00	\$ 1,235.00
2.	Audit	3,500.00			
3.	County Permits (GMS) ²⁾	2,000.00		165.00	165.00
4.	Rights-of-Way/Easement Evaluation (GMS) ²⁾	5,000.00		2,024.00	2,024.00
5.	Geotechnical (GMS) ²⁾	10,000.00		11,697.63	11,697.63
6.	Reproduction (GMS) ²⁾	2,000.00		766.61	766.61
7.	Funding Administration (GMS) ²⁾	30,000.00	\$ 1,810.10	28,360.40	28,360.40
8.	CDPHE Submissions (GMS) ²⁾	4,000.00		4,095.10	4,095.10
9.	Design/Contract Administration	120,500.00	288.00	118,951.00	118,951.00
10.	Added Design	16,500.00		16,336.70	16,336.70
11.	Construction Observation	135,000.00	5,622.15	159,362.78	159,362.78
12.	Schedule 1: Red Cloud Rd, Bosse Court, Douglas Way - Pate	1,386,804.07		1,386,804.07	1,386,804.07
13.	Schedule 2: Talley Drive and Tank 3 Improvements - Yocam	589,844.00		554,959.60	554,959.60
14.	Schedule 3: Tank 1, 2 and 3 Improvements - Swedish	1,180,375.00	53,143.00	238,186.96	238,186.96
15.	Contingencies ³⁾	153,976.93			
	TOTAL	\$ 3,640,000.00	\$ 60,863.25	\$ 2,522,944.85	\$ 2,522,944.85

1) Funding Sources


Pueblo County ARPA Grant \$ 3,640,000
 Total Available Funds \$ 3,640,000

- 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.

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: 2/8/2024

Pueblo County ARPA	
Total Request	\$ 2,522,944.85
Previous Requests	\$ (2,462,081.60)
Current Request	\$ 60,863.25

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

February 7, 2024
Invoice No: 15

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

Professional Services from December 30, 2023 to January 26, 2024

Phase .200 Funding Administration

Communicate with Pueblo County staff and District staff regarding ARPA funds; prepare and submit ARPA reimbursement request to District for review and approval, then submit to Pueblo County; review Certified Payroll Reports (CPRs) and provide letter to District.

Professional Services

	Hours	Rate	Amount	
Principal	1.60	\$213.00	\$340.80	
Staff Engineer	4.20	\$133.00	\$558.60	
Executive Assistant	6.10	\$93.00	\$567.30	
Administrative Support	4.20	\$78.00	\$327.60	
	16.10		\$1,794.30	
Total Labor				\$1,794.30

In-House Charges

Reproduction			\$15.80	
			\$15.80	
Total In-House Charges				\$15.80

Total This Phase \$1,810.10

Phase .500 Construction Observation

Communication and correspondence with District staff; conduct construction inspection services; prepare for, provide information, and attend the District monthly meeting; review Contractors' pay applications and prepare correspondence for the District; initiate a review of a requested Change Order No. 1 for interior lead paint change; review tank shop submittals and provide back to Schedule 3 Contractor and District; prepare a budget based on requested Change Order No. 1 amount.

Professional Services

	Hours	Rate	Amount	
Principal	.30	\$213.00	\$63.90	

Senior Professional Engineer	2.10	\$187.00	\$392.70	
Senior Design Technician	13.10	\$173.00	\$2,266.30	
Resident Representative	24.50	\$106.00	\$2,597.00	
Executive Assistant	.60	\$93.00	\$55.80	
Administrative Support	.10	\$78.00	\$7.80	
	<u>40.70</u>		<u>\$5,383.50</u>	
Total Labor				\$5,383.50
Reimbursable Expenses				
Mileage			\$219.62	
Field Supplies			\$19.03	
			<u>\$238.65</u>	
Total Reimbursables				\$238.65
			Total This Phase	\$5,622.15

Phase .400 Design/Contract Administration

Ongoing contract administration.

Phase Fee	\$120,500.00	
Fee Previously Billed	\$118,663.00	
Fee Currently Due	\$288.00	
Fee to be Billed	\$1,549.00	
Total This Phase		\$288.00

Total this Invoice **\$7,720.25**

GMS, INC.
APPLICATION AND CERTIFICATE FOR PAYMENT

Water System Improvements - 2022

Project : Sch. 3 - Water Tank 1, 2 and 3 Improvements (Base Bid Only) No: 2021-086.400
 Owner: Colorado City Metropolitan District Contractor: Swedish Industrial Coatings
 Application No. Four (4) Period from 1/1/2024 to 1/31/2024

Application is made for payment, as shown below and on the attached Continuation Sheet(s) in accordance with the Contract Documents:

Original Contract	\$	1,180,375.00
Change Order No. <u>One (1)</u> :	\$	0.00
Change Order No. _____:	\$	
Change Order No. _____:	\$	
Adjusted Contract Price	\$	1,180,375.00
Total Amount Due To-Date (from attached Continuation Sheet(s))	\$	250,723.12
Retainage of Amount Due <u>5.0%</u>	\$	12,536.16
Total Earned Less Retainage	\$	238,186.96
Less Previous Certificate for Payment	\$	185,043.96
Current Payment Due	\$	53,143.00

Contract Commencement: 10/3/2022 Scheduled Completion: 5/25/2024 % Time Used: 81% Complete: 21%

Contractor's Certification

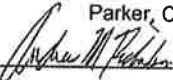
The undersigned Contractor certifies that the work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

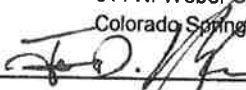
Engineer's Certification

The Engineer has reviewed this Application accompanying data and schedules and, having made on-site observations of the work, consistent with his assigned responsibilities, certifies that to his best knowledge and belief, the quality of the work performed is in accordance with the Contract Documents, that the work has progressed as indicated herein, and that the Contractor is entitled to payment in the amount shown above.

Contractor: Swedish Industrial Coatings
 12505 N. Delbert Road
 Parker, CO 80138

Engineer: GMS, Inc., Consulting Engineers
 611 N. Weber Street, Ste 300
 Colorado Springs, CO 80903

By: 
 Date: 2/5/2024

By: 
 Date: 02/07/2024

OWNER APPROVAL: By: _____ Date: _____

GMS, Inc.

Application and Certificate for Payment - Continuation Sheet

Project: Water System Improvements - 2022, Sch. 3 - Water Tank 1, 2 and 3 Improvements (Base Bid Only)

Contractor: Swedish Industrial Coatings

Owner: Colorado City Metropolitan District

Application No. Four (4) for period from 1/1/2024 to 1/31/2024

No.	Quantity	Unit	Unit Price	Total Contract Amount	Quantity This Month	Previous Quantity	Quantity To-Date	Earnings This Month	Previous Earnings	Earnings To-Date
Schedule 3 - Base Bid:										
1.	TANK NO. 1 Existing nominal 250,000-gallon water storage tank improvements (40' diameter with 27' shell height)									
a.	1	LS	\$9,400.00	\$9,400.00	0.8		0.8	\$ 7,520.00	\$ -	\$ 7,520.00
b.	1	LS	\$8,600.00	\$8,600.00		0.6	0.6	\$ -	\$ 5,160.00	\$ 5,160.00
c.	1	LS	\$5,600.00	\$5,600.00				\$ -	\$ -	\$ -
d.	1	LS	\$161,650.00	\$161,650.00				\$ -	\$ -	\$ -
e.	1	LS	\$102,250.00	\$102,250.00	0.2	0.7	0.7	\$ 20,450.00	\$ 71,575.00	\$ 92,025.00
2.	TANK NO. 2 - Existing nominal 250,000-gallon water storage tank improvements (40' diameter with 27' shell height)									
a.	1	LS	\$9,400.00	\$9,400.00	0.8		0.8	\$ 7,520.00	\$ -	\$ 7,520.00
b.	1	LS	\$8,600.00	\$8,600.00		0.6	0.6	\$ -	\$ 5,160.00	\$ 5,160.00
c.	1	LS	\$5,600.00	\$5,600.00				\$ -	\$ -	\$ -
d.	1	LS	\$161,650.00	\$161,650.00				\$ -	\$ -	\$ -
e.	1	LS	\$102,250.00	\$102,250.00		0.2555714	0.2555714	\$ -	\$ 41,313.12	\$ 41,313.12
3.	TANK NO. 3 - Existing nominal 3,000,000-gallon water storage tank improvements (96' diameter with 57' shell height)									
a.	1	LS	\$4,400.00	\$4,400.00	0.2	0.7	0.9	\$ 20,450.00	\$ 71,575.00	\$ 92,025.00
b.	1	LS	\$12,600.00	\$12,600.00				\$ -	\$ -	\$ -
c.	1	LS	\$1,000.00	\$1,000.00				\$ -	\$ -	\$ -
d.	1	LS	\$1,200.00	\$1,200.00				\$ -	\$ -	\$ -
e.	1	LS	\$14,850.00	\$14,850.00				\$ -	\$ -	\$ -
f.	1	LS	\$330,775.00	\$330,775.00				\$ -	\$ -	\$ -
g.	1	LS	\$240,550.00	\$240,550.00				\$ -	\$ -	\$ -
Total Schedule 3 - Base Bid:				\$1,180,375.00				\$ 55,940.00	\$ 194,783.12	\$ 250,723.12

Stored Materials	Amount Submitted	Quantity Used This Month	Previous Quantity Used	Quantity Used To-Date	Quantity Remaining To-Date
1st Pay App.	\$			\$	\$
2nd Pay App.	\$			\$	\$
3rd Pay App.	\$			\$	\$
4th Pay App.	\$			\$	\$
5th Pay App.	\$			\$	\$
6th Pay App.	\$			\$	\$
7th Pay App.	\$			\$	\$
8th Pay App.	\$			\$	\$
9th Pay App.	\$			\$	\$
10th Pay App.	\$			\$	\$
11th Pay App.	\$			\$	\$
12th Pay App.	\$			\$	\$
TOTAL STORED MATERIALS					
TOTAL					\$ 250,723.12

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into this 13th day of February, 2024, between the Colorado City Metropolitan District (“District”), a quasi-municipality and political subdivision of the State of Colorado, organized in accordance with the laws of the State of Colorado, whose mailing address is 4497 Bent Brothers Blvd. Colorado City, CO 81019, and Sangre de Cristo Volunteers for Community, Inc. (“VFC”), a non-profit organization organized under the laws of the State of Colorado, whose mailing address is P.O. Box 19705, Colorado City, CO 81019 (collectively referred to as “Parties”).

RECITALS

WHEREAS, VFC is a non-profit volunteer organization providing important public services, including, but not limited to, operating a food pantry, participating in educational initiatives, providing financial support to schools, developing recycling programs, hosting yard sales, organizing highway clean-up efforts, holding holiday gift drives, sponsoring community gardens, and providing recreational opportunities.

WHEREAS, VFC owns a building located at 4705 Santa Fe Drive, Colorado City, CO 81019 for a community center.

WHEREAS, the District owns certain property, described in **Exhibit A**, commonly referred to as the “West Golf Course”, which was previously used as a golf course but has been converted to other public and recreational uses (the “Property”).

WHEREAS, the VFC wishes to use the Property for hiking, bird watching, maintaining a community garden, and other community uses.

WHEREAS, the District and VFC desire to cooperate and work together to improve the Property and develop trails thereon.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Memorandum and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. This Memorandum shall commence on February 13, 2024 and run through December 31, 2025. The District may terminate this Memorandum, with cause, by giving VFC 30 days’ written notice of termination. The District may immediately restrict or prohibit any activities that it determines are contrary to public health, safety and welfare.

2. VFC Use of Property. The VFC may access and utilize the Property for community purposes, including hiking, bird watching, educational programs, recreational programs, and maintaining a small community garden adjacent to the swimming pool grounds, in accordance with all Rules and Regulations of the District and all applicable federal, state and local law. Such use shall be non-exclusive and the Property shall at all times remain open to other public uses.

3. Planning and Improvements. The VFC and the District intend to cooperate, along with Pueblo County, in planning trails and other improvements for the Property. VFC shall not make any physical improvements or changes to the Property without the prior written approval of

the District. The VFC would like to install certain directional and informational signs on Property. The VFC may propose the content and location of signs to the District. No signs shall be installed without the prior written consent of the District.

4. Property Rights. The District shall at all times retain ownership in and to the Property. The VFC shall take no actions which would result in a lien on the Property.

5. Third Parties. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the District and the VFC.

6. Governmental Immunity. Nothing herein shall be deemed a waiver of protections and immunities afforded to the District under the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date indicated above.

COLORADO CITY METROPOLITAN DISTRICT

By: _____

Date

SANGRE DE CRISTO VOLUNTEERS FOR COMMUNITY

By: _____

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into this 17th of January, 2024, between Valley First, a non-profit organization organized under the laws of the State of Colorado, whose mailing address is PO Box 19981, Colorado City, CO 81019, and the Colorado City Metropolitan District ("District"), a quasi-municipality and political subdivision of the State of Colorado, organized in accordance with the laws of the State of Colorado, whose mailing address is 4497 Bent Brothers Blvd. Colorado City, CO 80109 (each a "Party" and collectively referred to as "Parties").

RECITALS

WHEREAS, Valley First operates as a nonprofit organization committed to fostering community development through diverse initiatives. These initiatives encompass organizing community clean-ups, hosting events such as "Greenhorn Valley Days," and actively seeking, applying for, and securing grant funds aimed at supporting the revitalization efforts of Greenhorn Meadows Park.

WHEREAS, the Colorado City Metropolitan District ("District") is a quasi-municipality and political subdivision of the State of Colorado, organized in accordance with the laws of the State of Colorado;

WHEREAS, Valley First seeks to engage in a collaboration with the District to contribute to the Greenhorn Park Revitalization project. This collaboration involves actively researching, sourcing, applying for, and assisting in the project management of local, state, and federal grant dollars dedicated to the project's successful implementation.

WHEREAS, Recognizing the District's limited human capital, time, and resources, formalizing this collaboration through this Memorandum is in the best interest of both Valley First and the District. This partnership empowers Valley First to actively source necessary funding, engage directly with the community through organized community engagement studies to understand their needs, and provide assistance in project management to ensure the envisioned project comes to fruition.

WHEREAS, The ideation, design, and implementation of the park will be grounded in a collaborative effort involving the relevant CCMD staff, Valley First, and a comprehensive community engagement study. This study was successfully conducted in partnership with the Pueblo County Health Department, ensuring a well-informed and community-driven approach to shaping the park's vision and execution.

WHEREAS, to ensure the enduring upkeep and ownership of the park, the Colorado City Metro District is committed to maintaining its custodianship over the park's facilities, amenities, and overall maintenance, thereby safeguarding its longevity and sustained benefit to the community throughout the years to come.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth in this Memorandum and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Collaboration and Support:

Valley First agrees to collaborate with the District in supporting the Greenhorn Park Revitalization project. This collaboration may include, but is not limited to, financial contributions, expertise sharing, and joint promotional and fundraising efforts.

Nature of Collaboration:

The collaboration between Valley First and the District is intended to enhance the efforts of the Greenhorn Park Revitalization initiative. Both Parties commit to working in good faith to identify specific areas of collaboration, ensuring alignment with the goals and objectives of the project.

Terms and Duration:

This Memorandum shall remain in effect for a period of two years, commencing on the effective date of approval by the Board of Directors of both Valley First and the Colorado City Metropolitan District.

Mutual Approval

This Memorandum shall be effective upon approval by the Board of Directors of Valley First and approval by the Board of the Colorado City Metropolitan District.

Non-binding Nature:

This Memorandum is an expression of intent only. Except for the terms outlined herein, no Party, and none of their respective affiliates, officers, employees, or agents, will be bound in any manner by the execution of this Memorandum.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first above written.

Valley First:
Misty Sprague, Executive Director

Colorado City Metro District
Neil Elliot, Board Chairman

P A U
FEB 6 2024
By [Signature]

CK 274P
\$40⁰⁰ - Colorado City Architectural Advisory Committee
P.O. Box 20229
Colorado City, Colorado 81019
719-676-3396 colocityreception@ghvalley.net

RECEIVED N166
FEB 6 2024
Initial: [Signature]

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

Property Owner: Bill & Chris Tenatsch
Mailing Address: Po Box 19073 Email _____
City: Colorado City State: Co. ZIP: 81019 Telephone: 1-719-281-5159
Property Address: 5080 Cuerno Verde Blvd.
City: Colorado City State: CO ZIP: 81019 Lot _____ Unit 2 Parcel# 4723202082

CONTRACTOR
Contractor: Hanging T. Const. LLC CLIFF TAYLOR
Mailing Address Po Box 19001 Email CLIFFTAYLOR72@gmail.com
City Colorado City State Co. Zip 81019 Telephone 719-696-1529 License # 0013910

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

Type of Construction: Steel Wood Manufactured Other _____

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

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

REQUIRED ITEMS for submittal of application:

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

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

Property Owner's or Contractor's Signature Cliff Taylor Date 2-5-24

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

CONDITIONS APPLYING TO THIS APPLICATION

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

CCAAC Fee Schedule

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

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

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

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

Property Owner/Contractor Signature: Cliff Taylor Date: 2-5-21

CCAAC New Build Inspection Report

N/66

Date Inspected: 2-8-24

Inspected by:

Zoned NA Lot LLV Unit: Z Parcel #: 4723202082

Owner: BILL AND CHRIS JENATSCH LLV 2004-19 Phone: 719-281-5159

Physical Address: 5080 CUERNO VERDE BLVD

Minimum Sq. Ft. Required NA Actual build sq. Ft. NA

Lot size: NA sq. ft. % can be covered NA Covered % NA

Colorado City Covenants reviewed? Yes No

	Question	Approved	
Structure: <u>FENCE</u>	?	<u>Yes</u>	No
Form: <u>REAR OF HOME</u>	?	<u>Yes</u>	No
Texture: _____	?	<u>Yes</u>	No
Color: _____	?	<u>Yes</u>	No
Ext. Appurtenances _____	?	<u>Yes</u>	No
Property lines Marked? _____		<u>Yes</u>	No
Structure lines Marked? _____		<u>Yes</u>	No

Property Set Backs

	Required	Actual		Required	Actual
Front: _____		<u>Pass</u> / Fail		Rear: <u>ON EASEMENT</u>	<u>Pass</u> /
Fail				<u>WITH UNDERSTANDING</u>	
				<u>FENCE MAY BE REMOVED</u>	
Side: _____		<u>Pass</u> / Fail	CCAAC member:	<u>Approved</u> / Disapproved	

Information / corrections Required on: _____ for final approval

CCAAC Member Signature RANDY Deverett

Additional Notes: _____

Colorado City Declaration of Protective Covenants:

Said Conditions: *What can be inspected.*

7. That any building erected upon any of said lots shall be approved prior to construction by an Architectural Committee appointed by Declarant, or successors appointed by them, in Pueblo, Colorado, or at such other place as may be designated by the Declarant. The Architectural Committee, in passing on any requests for approval, shall consider the ***Location (set backs), Texture, Color, and Exterior Appurtenances***

Pueblo County Code - Title 17

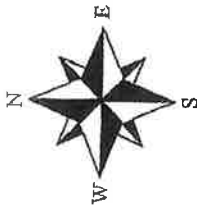
Set Backs: General - based on zoning

17.24.090. (Front yard) Except as provided in 17.120.020, buildings shall be set back not less than **twenty-five (25) feet from the front property line**

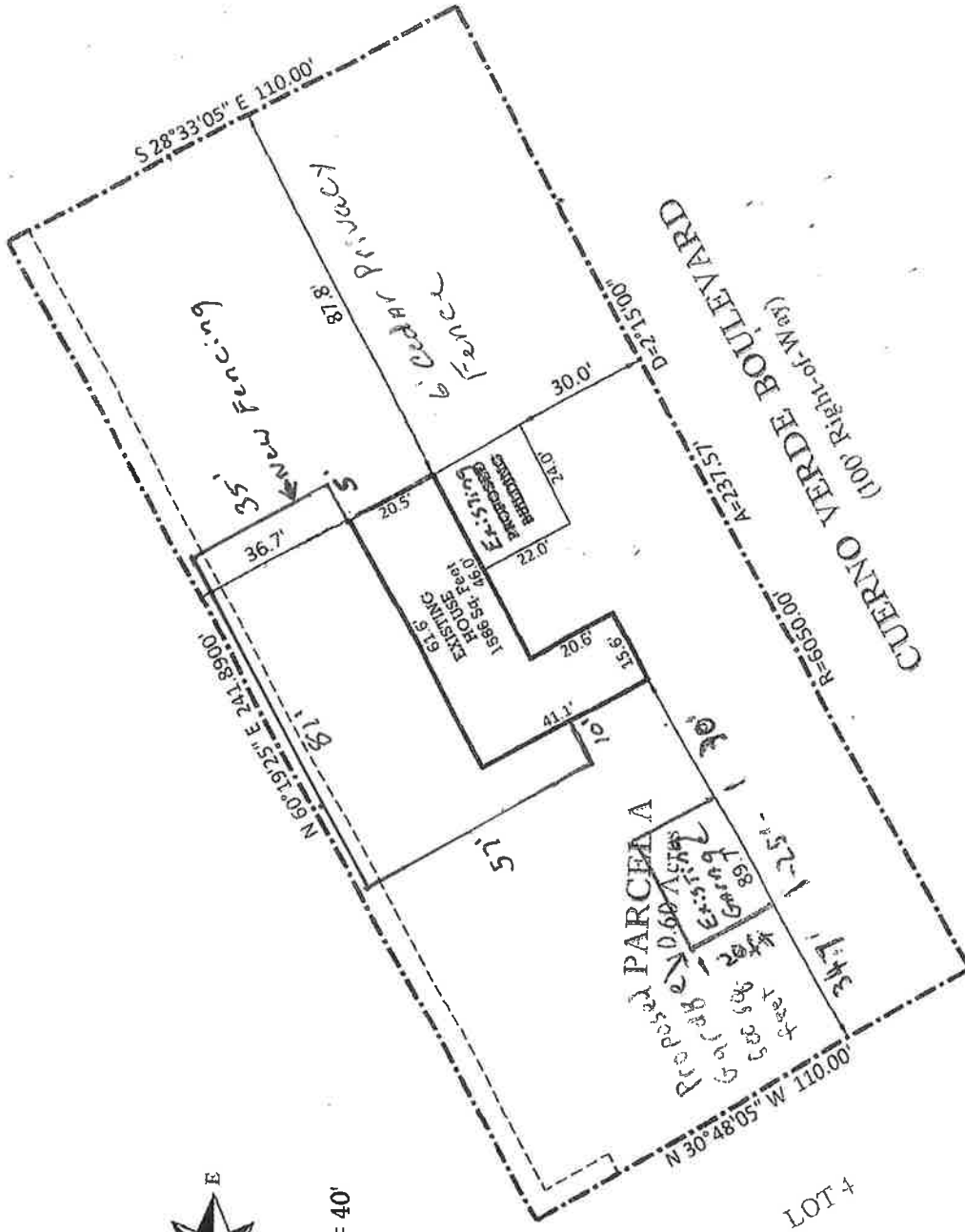
17.24.100. (Side yard) A principal structure shall provide **total side yards of not less than fifteen (15) feet with not less than five (5) feet won one side**, and, except as provided in Section 17.120.020, an accessory building shall be set back from the side lot line **at least five (5) feet.**

17.24.110. (Rear yard). **A principal structure shall be set back at least fifteen (15) feet from a rear lot line**, and except as provided in Section 17.120.020, an **accessory building shall be set back from a rear lot line at least five (5) feet.**

Note: Section 17.120 covers 'Supplementary Regulations' and references **Agricultural One, Two, Three and Four Zone Districts.**



SCALE 1" = 40'



LOT 4

LEGAL DESCRIPTION

Parcel A of Lot LLV 2004-019, Unit 2, Colorado City, (amended), Pueblo County, State of Colorado.

Plot Plan For: Bill and Chris Ienatsch
 Address: 5080 Cuerno Verde Blvd.
 County GIS Parcel #4723202082

Proposed Structure Height: Single Story
 Proposed Structure Square Footage: ~~500~~ 500

Prepared by: Southern Colorado Surveying and Mapping, Colorado City, Colorado 81019

4/19/2021
 Alan Altman

Hanging T Construction LLC
Cliff Tayloe
PO Box 19001
Colorado City, Co. 81019

Bill & Chris Jenatsch Fence Project
Parcel # 4723202082

Fence is To Be A 6 Foot Cedar Shadow box Fence
With Steel Post



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 January 9, 2024, beginning at 6:00 p.m.

1. Resolution 1-2024 Designating Posting Places

Posted at Post Office, Grocery Store and Website. New Website to be up & operational on January 12, 2024.

2. Resolution 2-2024 Designating Meeting Dates for 2024

Change the December 2024 meeting scheduled for Tuesday, December 24th, Christmas Eve to Monday, December 23rd, 2024.

3. Resolution 3-2024 Adopting 2024 Budget

Breakdown of Property Taxes

Pump Truck not working approximately 6 months, quotes to get fixed, or should CCMD purchase a mobile unit (trailer). Money has been budgeted for this in 2024.

4. Resolution 4-2024 Resolution setting Mill Levies

CCMD saving taxpayers money, as District is not taking the full amount from property taxes (item was on last ballot).

5. Board pay discussion.

Pay only for "regular" meetings. Are all board members in agreement. Possibly set up a fund for citizens "in need of assistance". Would have to come up with a viable method of how to determine "Need", i.e.: household income/number of residents, etc. This item is to be tabled for now.

Change to state: "Regular District Board Meeting."

6. CCAAC Reviews

New Build: 545 Left Hand Lane – House

Question regarding setback requirements, CCAAC reviewed: confirmed ok.

7. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.

8. CITIZENS INPUT

Gary Colter – regarding water issue over holiday – what about a reverse 911 call when problems occur (Jim to check into the criteria for use of that).

Exectech Report: Water Levels on graph vs excel sheet now (?)

Bill Doyle – past 3 weeks sewer in yard (12.22/1.3 & 1.7). Bar in full swing (football game) while houses have backup. Why wasn't Hollydot bar shut down? No plan for clean-up. Field crew acted inappropriately to customers, need training regarding customer service.

Dave & Marla - Marla reviewed plans that line is only a 2" pipe which has 16 houses & Hollydot, not 8 houses & Hollydot restaurant all on same line. Per regulations maximum is 10 houses on a 2" line. Have sewage in crawl space, will need to be pumped out, new insulation.

School District needs to be informed by law if issues regarding Public Health (i.e. sewage along school property/path)

Joe – the 2" line is a big issue. Last May \$2000 to replace pump (house is only 2 yrs. old)

Discussion on what & how to fix: maybe backwater valves with alarms until line can be replaced. The restaurant should be shut down in these situations.

Corrective actions: Mitigation-Service Pro for cleanup (Insurance claim – get company in here to clean-up yards/houses of waste for customers Hazmat unit from County (?) Borrow Pump /suck truck from Pueblo, communication to customers, ensure line breaks entered in Diamond Maps to determine weak line areas, training on customer service for field staff, fix line (larger pipe-future/ now – backwater valves w alarms) & work with Public Health.

Add to next agenda: Long Term solution to the 2" line problem, need 6-8" line. Get Pump/suck Truck working.

9. Draw 14 ARPA

Swedish – 16% done, to move forward. Ongoing contract: Resident expert has 48 hours – how spending time? Admin page 2 Invoice 14- what is "Phase fee" Jim to get answer from Alex for CCMD board.

COLORADO CITY METROPOLITAN DISTRICT

Niel Elliott, Chairman

ATTEST:

Clint Gross, Board Member

Approved this 9 day of January 2024

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

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday January 9, 2024, beginning at 7:35 p.m.

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

Chairperson Neil Elliot
Treasurer Sarah Hunter
Secretary/Co-Chair, Clint Gross
Director Greg Collins
Director Ray Davis

Also in Attendance:

Jim Eccher, District Manager
Yvonne Barron, Finance Director
Sandi Oglesby, Reception/AR
Gary Golladay & Greg Bailey – Water/Sewer
Terry Kraus – Newspaper - No

5. APPROVAL OF THE AGENDA

Mr. Davis motioned to approve the agenda. Mr. Gross seconds the motion.
Voted called. All Board Members approved.

6. APPROVAL OF MINUTES.

Public Hearing December 12, 18, 2023
Study Session December 12, 2023
Regular Meeting December 12, 2023
Special Meeting December 18, 28, 2023
CCACC Minutes December 12, 2023

Mr. Collins motioned to approve all above minutes. Mr. Davis seconds the motion.
Voted called. All Board Members approved.

7. BILLS PAYABLE.

Question about Natural gas bill for Hollydot. High due to cold months, restaurant, dining area & pro shop all on 1 boiler system.

Refunds on the recycle program have been sent. CCMD will not accept refund any additional return of bags nor punch cards.

The Board requested clarification on US Bank Loan 56K – semiannual, was re-financed back 2012. One more payment in August 2024,

Mr. Gross motioned to approve. Mr. Collins second the motion.
Voted called. All Board Members approved.

8. FINANCIAL REPORT.

Meter reading- we are getting better read than in the past months.

October financials: payroll, ledgers open, training.

Year end entries needed to close ledgers.

Outsourcing – DocuSign’s to start processing- to start 2nd quarter for payroll items.

9. OPERATIONAL REPORT. - See Report

- a. Beckwith Dam report - Lake levels holding around 14.1 past few weeks.
Do we have graph of water numbers instead of excel spreadsheet.

Golf Shop Report – snow most of the month, so of course playing time is down. Gives us time to work on golf carts/maintenance and general upkeep. Income is up 50K over last year.

Parks & Rec. All C&F projects are completed: playgrounds, picnic tables, etc.
Basketball has 110 participants this year.

Tree trimming rapped up in December, now being done annually. Big logs at Greenhorn Valley Park – public is welcome to them for project, they have to haul away.

CCMD had five major water breaks in December, lots of problems, along with sewer issues around the golf course. Water plant was down December 30, censor card issue (see letter for full report). The new card needed will be 6 weeks before delivery. Lost a lot of water during these water breaks, volume is unknown.

- b. Committee Reports ? Newsletter / Budget Committee.

Josiah Thomas from CRWA prepared brochure of rate increase to be sent with next billing.

Clint Gross to complete the next newsletter.

CCMD website to go live with new site January 12. Old site will point to the new site automatically. Some corrections have been found and made to the new site.

10. ATTORNEY Report: None

11. AGENDA ITEMS:

Resolution 1-2024 Designating Posting Places

Discussion/Action

Mr. Collins motioned to approve the designated posting places. Mr. Davis second the motion. Voted called. All Board Members approved.

Resolution 2-2024 Designating Meeting Dates for 2024

Discussion/Action

Chairman Elliot motioned to amend paragraph 2, on the 2nd page to insert "Regular" per District, and change from 2020 form to 2024 form. Mr. Davis second the motion. Voted called. All Board Members approved.

Resolution 3-2024 Adopting 2024 Budget

Discussion/Action

Mr. David motioned to approve the 2024 budget. Mr. Collins second the motion. Voted called. All Board Members approved.

Resolution 4-2024 Resolution setting Mill Levies

Discussion/Action

Mr. Collins motioned to approve setting Mill Levies and certifying Tax Mill Levy for School government. Mr. Davis second the motion. Voted called. All Board Members approved.

Board Pay

Discussion/Action

Mr. Collins motioned to table this item until the next meeting. Mr. Davis second the motion. Voted called. All Board Members approved.

CCACC:

Discussion/Action

A. New Construction:

1. 5045 Left Hand Lane House

Mr. Gross motioned to approve new construction on 5045 Left Hand Lane. Mrs. Hunter second the motion. Voted called. All Board Members approved.

B. Actions

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

12. OLD BUSINESS. road resolution/ Draw 14 for ARPA

Road Resolution is still on hold.

Post office request is still at Senator Bobbert office, no response, not going anywhere fast.

Mr. Collins motioned to approve. Mr. Gross second the motion.
Voted called. All Board Members approved.

Mr. Eccher is to compose the advertisement for a part-time 1099 contractor for the training/communications position, and get it posted. Other positions for water/utility workers have been extended.

13. NEW BUSINESS:

Sewer line is done. Good flow at 8 p.m. per Ayden

Start getting bids for the Ranch tap issue. Request Mr. Gross as a committee assignment to follow up/monitor and keep track of progress for this project.

14. CORRESPONDENCE Highline letter received 1/7/2024- read letter from Mr. Shipley.

Connects are linear purchases are redundant for cost/fees to change, maybe Skylink as backup, get quotes redundancy. Cost for this back up for internet.

15. EXECUTIVE SESSION:

16. ADJOURNMENT.

Mr. Collins motioned to adjourn. Mrs. Hunter seconds the motion.
Voted called. All Board Members approved. Meeting adjourned at 8:15 p.m.

COLORADO CITY METROPOLITAN DISTRICT

Niel Elliott, Chairman

ATTEST:

Clint Gross, Board Member
Approved this 13 day of February 2024

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



Colorado City Metropolitan District PUBLIC NOTICE

Public Hearing for SRF Drinking Water Project DWRP Project No 161260 D-Q Colorado City Metropolitan District, Colorado

Opened Public Hearing at 6:00 p.m.

Nate from NOCO gave a short presentation of why the DAF system was chosen over plate or tub settles systems. It will also bring us into compliance with current standards, as it will evaluate the DBP levels in the water. In short, the DAF system is more cost effective for us by 30-40%. New plant (60 ft x 100 ft) will be big enough and leave enough space for PFAs system later. Environmental impact study was completed with minimal effect to CCMD land. Increase in dam size will affect Cuerno Verde road the most.

The DAF system will only need to have membranes washed once every 50-60 hours, instead of every hour. The DAF system will also give add'l time for the required chemical process to happen correctly. New system will help operators, increase water process & quality, more effective and efficient. The GAC system will help taste & odor- working on grant for this system too.

The sludge waste off DAF system is non-hazardous, once dried out can be used for filling or landscaping. Low metal/minerals.

Daniel & Nate have meetings with Jim regarding funding.

What type of start date are we looking at? Expect 6 months to year out. A class 3 archaeological survey will be required for a tribal or archaeological review prior to starting. Need funds and hiring of Survey company, cost approx. 7-8k, which can be reimbursed later.

Closed Public Hearing at 6:33 p.m.

BOARD OF DIRECTORS STUDY SESSION

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday January 30, 2024, beginning at 6:33 p.m.

1. Credit Card Amazon

Staff shifting from vendors to on-line shopping, finding better prices. With an Amazon card, we can get free shipping and 5% cash back. Also sometimes Mr. Barron or Mr. Eccher current credit cards are at limit and staff cannot purchased required items.

Chairman Elliot would like to see a spreadsheet of monthly of items purchased with Mastercard, as no breakdown on monthly bill approval.

2. CCAAC Reviews – N/A

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

4. CITIZENS INPUT

Greg Colter – asking about Asset Management – getting out Diamond Maps updated with local lines, manholes, etc. Asked if there are any updates about using the Reverse 911 for water/sewer line emergencies? Spoke about “Grinder pumps” (?) policy to require on all new builds (PSI/pump).

He referenced articles from the AWWA magazine. We have just joined; how can other board members get copies of the magazine?

CCMD should get a pamphlet in our water system (that area specifically). Currently the water staff are putting information into Diamond Maps.

Discussion that only North Park is on the pressurized system.

Discussion regarding the sewer line back-up by golf course & residents.

Chairman Elliot wants a plan for future put in place with an Emergency Contract for assistant with Vac truck available & get CCMDs truck repaired. Schedule to jet out line in this area maybe quarterly until line corrections completed & maybe add sweeps. Might need to track camera the old line to see what’s left- would need outside contractor for this job (David Lewis). Start obtaining bids to change the 2” line (portion) from end of old clay line to far end (gravity pressure section) and work backwards.

Study Session ended at 7:18 p.m.

COLORADO CITY METROPOLITAN DISTRICT

Niel Elliott, Chairman

ATTEST:

Sarah Hunter, Board Member
Approved this 30 day of January 2024

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

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday January 30, 2024, beginning at 7:18 p.m.

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

Chairperson Neil Elliot
Treasurer Sarah Hunter
Secretary/Co-Chair, Clint Gross
Director Greg Collins
Director Ray Davis

Also in Attendance:

Jim Eccher, District Manager
Yvonne Barron, Finance Director
Sandi Oglesby, Reception/AR
Gary Golladay & Greg Bailey – Water/Sewer
Terry Kraus – Newspaper - No

5. APPROVAL OF THE AGENDA

Mr. Collins motioned to approve. Mrs. Hunter seconds the motion.
Voted called. All Board Members approved.

6. APPROVAL OF MINUTES.

Regular Meeting January 9, 2024
CCACC Minutes January 9, 2024

Meeting minutes not completed, will be ready for next meeting approval.

7. BILLS PAYABLE.

Mr. Davis questioned payments on bonds. It was explained it is once a year until 2026, will go up yearly.
CTF funds-Valley 1st from Pueblo: we pay for ballfield, then we are reimbursed.

1,800-month golf course gas bill-system went out during the cold snap, minimal insulation 1 to 1-1/2" only. Some upgrades budgeted in this next year (i.e. new windows, doors & insulation)

Mr. Collins motioned to approve. Mr. Gross seconds the motion.
Voted called. All Board Members approved.

8. FINANCIAL REPORT.

Progress report to Mr. Perry. Grant to Mr. Thompson for FEMA for Lake Beckwith Dam project.

Sent in to CWCB for reimbursement to Mr. Godwin 43 thousand back for invoiced bills from RJH. Bill is from RJH before November 1 for 23 thousand for match of 58 thousand for Dam.

9. OPERATIONAL REPORT. - See full report on file.

- a. Beckwith Dam report - Lake at 14.3 on 17th & 13.8 on 25th.

Closed Head gate during cold spell – having to break ice, turned back in lake now.

- b. Committee Reports Clint's Newsletter / Budget Committee.

Clint has completed a newsletter. Neil will prepare a February letter.

Where are we on replacing lines in Steward Ranch. Need to run by legal with turning off water. Charging tap fee. New lines need to be 8". 3 Valves by Golf Course, 1 by Devils Triangle & 1 at the back of Bank of San Juans. Some delay in getting new valves, probably March. Start getting bids for project, & for paving. Will also need permits, as county roads, and will need traffic control which could hold up process.

10. **ATTORNEY Report: See note for appeal for water enforcement.**

We are up to date – letter was included for 2/7 at 11am to the board.

All surveys & items needed before we know if we are getting the funding. Approval of our grant anticipated by May 2024.

Syphon at lake to be moved higher or other side of road for blow off when water gets high.

Mr. Eccher and NOCO searching or additional grants. Setup committee for monthly meetings.

11. AGENDA ITEMS:

Amazon Account Credit Card

Discussion/Action

Mr. Davis motioned to approve a 5K Amazon credit card for CCMD. Mr. Gross seconds the motion.
Voted called. All Board Members approved.

Motion for applications to USDA and WSRF funding

Discussion/Action

Again, asked if the public comment on this item. No additional questions or comments.

Mr. Gross motioned to approve. To Apply for USDA funding as discussed. Mr. Collins seconds the motion. Voted called. All Board Members approved.

Mr. Collins motioned to approve the to apply for WSRF State Revolving fund as discussed. Mr. Davis seconds the motion. Voted called. All Board Members approved.

CCACC:

Discussion/Action

A. New Construction:

1. None

B. Actions

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

Chairman Elliot expressed that the CCAAC needs to have representation at the Board Meetings. As well as a board member to be with them. Board currently doesn't know what is going on with any new builds/complaints in general. Mr. Eccher to check on this item.

12. OLD BUSINESS. road resolution/valving for Golf course getting bid / Brochures for water rates.

Get bids from Little Diggers and two others for sewer line work around golf course.

Received brochures for water rates, the pamphlet looks nice.

Resolution 17-2023-Rate increases. Mr. Davis motioned to accept the corrections to the resolution. Mr. Collins seconded the motion. Vote called. All board members approved.

Enforcement Appeal: Meeting with Lawyer Carolyn & State scheduled for February 7 @ 11-1p.m.

United Development Code: Meeting scheduled for February 8 @ 4-6p.m. Posted on websites, etc.

Post in GHValley newspaper and other locations (wide distribution) for hiring of all vacant positions.

Bid from Highline for Redundance & Starlink for backup electrical issues. Reviewing.

Outsourcing grant-confirmation from CWCB, They would pay up to 25 thousand. Mr. Eccher reached out to 2 people, no response back. Will be checking with employee at local library staff, as they have some experience in writing grants.

13. NEW BUSINESS:

AWWA - get all board members subscription of magazine.

CCMD needs a New Years Resolution – it should be a goal setting plan.

Strategic Planning – needs to be worked on.

This Board needs a mission statement.

SDA Meeting – anyone attending?

Have any other board members reviewed the Diamond Maps software program? All board members should review to have a working knowledge of this program.

Chairman Elliot is challenging board members to get involved.

Chairman Elliot requested that Mr. Eccher assemble and post in office the CCMD Chain of Command for the District.

4. CORRESPONDENCE

15. EXECUTIVE SESSION:

16. ADJOURNMENT.

Mr. Collins motioned to adjourn. Mr. Davis seconds the motion.

Voted called. All Board Members approved. Meeting adjourned at 8:10 p.m.

COLORADO CITY METROPOLITAN DISTRICT

Niel Elliott, Chairman

ATTEST:

Sarah Hunter, Board Member

Approved this 13 day of February 2024

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.

Perometer Readings for 2023

P 1/2	P/3	P/4	P/5	P/6	P/11	P/12	lake level	Inspector	
Dry									
1/4/2024	17.9	Void	21.1	20.2	26.1	13.9	22.1	14.1	GB
Dry									
1/9/2024	17.9	Void	21.1	20.2	26.1	21.8	22	14.2	GB
Dry									
1/17/2024	17.9	Void	21.1	20.1	26.1	21.8	22.1	14.3	GB
Dry									
1/25/2024	17.9	Void	21.2	20.1	26.1	21.7	22.1	13.8	GB
Dry									
1/29/2024	17.9	Void	21.1	20.2	26.1	13.9	22.1	13.8	GB
Dry									
2/8/2024	17.9	Void	21.2	20.1	26.1	12.2	22.1	13.8	GB

Date	P 1/2	P/3	P/4	P/5	P/6	P/11	P/12	Lake level	inspector
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February 2024 Parks and Rec Operational Report

Campground

January 2024 Revenue: \$5,786.88

The new plow vehicle has been very busy this month. For a light duty plow, it has handled the heavy wet snows pretty well and kept the campground road open.

Sports

We are a few weeks into the basketball program with a few weeks to go. It's nice to see our programs growing in size and so many kids and parents getting involved. We are working on a new program and website that will take our registration process online. This will help take some of the load off of the front office and give us better programming and communication tools. We hope to have the new process up and running prior to baseball season.

Plowing

As mentioned earlier, we have been busy with snow removal this year. We have a new setup on the ATV that is working very well for the lake path. We have added a thick rubber wear bar that doesn't catch the concrete as much and has lasted longer than the traditional metal wear bars.

Rec Center

The rec center flooring was in need of some overdue maintenance. We were able to fix some peeling tiles and then stripped, sealed and polished the tile floor. We also did a deep clean on the carpet. We finished converting the rec center and shop over to LED lighting. The project consisted of 32 light fixtures and 128 4' bulbs. This will help with future maintenance cost and should save on our electric bill.

Water Tower Project

DeAnna Power <deanna@highcountryfence.com>

Mon 2/5/2024 1:01 PM

To: colocitymanager@ghvalley.net <colocitymanager@ghvalley.net>

Hello,

I had called sometime back and asked about having the Thunderbolts logo painted on the water tank above the ballpark. You had mentioned it would be best to wait on the refurbishing project. It's great to see it's happening, I noticed they have been working on it lately and it looks like maybe the final coat of paint is almost complete? Anyhow, I wanted to circle back around and see if we could work together to get that effort underway. It would be great to have it ready for baseball season.

There are a few of us in the community that have talked about it. We'd be willing to contact the same artist that painted the gym at the high school and fund the project. Please let me know your thoughts and what steps we need to take to hopefully make it happen.

Thank you,

DeAnna Power

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