



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

A meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, September 25, 2018 at 6:00 p.m...

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION
4. QUORUM CHECK.
5. APPROVAL OF AGENDA.
6. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
7. CITIZENS INPUT
8. AGENDA ITEMS:
  - a. Discussion / Approval:  
CCMD Employees Concealed Carry Firearm Permit
  - b. Discussion / Approval:  
Department of Natural Resources Lease – Lake Beckwith
  - c. Discussion / Approval:  
Accounting Policy and Procedures – ACC02B Cash and Receipts
  - d. Discussion:  
Personal Use of Company Vehicles – 7.4 – 7.5 CCMD Personnel Manual
  - e. Discussion:  
Mountain Shadows Gravel Pit Financial Obligations
09. NEW BUSINESS.
10. OLD BUSINESS.
11. CORRESPONDENCE.
12. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019. Alternate location if so needed will be at the Recreation Center located at 5000 Cuerno Verde, Colorado City, CO. 81019. The public is invited to attend.

Posted September 21, 2018  
Board of Directors

**STATE OF COLORADO**  
**acting by and through the**  
**Department of Natural Resources,**  
**for the use and benefit of the Division of Parks and Wildlife**  
**and the Parks and Wildlife Commission**

**REAL PROPERTY LEASE**

**Granted by**  
**Colorado City Metropolitan District**

**1. PARTIES**

This lease (hereinafter called "Lease") is entered into by and between Colorado City Metropolitan District (hereinafter called "Lessor") as lessor, and the State of Colorado acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (hereinafter called the "State" or "CPW") as lessee. Lessor and the State hereby agree to the following terms and conditions.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Lease shall not be effective or enforceable until the Effective Date as set forth in §4.A. The State shall not be liable to pay or reimburse Lessor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this Lease exists in CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, §33-9-109, et seq., §33-10-101, §33-10-106, and §33-10-107 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearances, and coordination have been accomplished from and with appropriate agencies.

**B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.

**C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **EXHIBIT A** (Property Map).

**D. Purpose**

This Lease is entered into for the following purposes: Public recreation purposes, including fishing, watching wildlife and aquatic resource management, including game fish stocking, and such other public recreation purposes as are approved by Lessor. This Lease does not grant any right or obligation to the State for property management or maintenance purposes.

**E. References**

All references in this Lease to Sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. Effective Date**

“Effective Date” means the date on which both Parties have approved and signed this Lease.

**B. Lease**

“Lease” means this Lease, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Lease, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**C. Party or Parties**

“Party” means the State or Lessor and “Parties” means both the State and Lessor.

**D. Property**

“Property” means the real property described in §6.

**5. TERM AND EARLY TERMINATION**

**A. Term**

This Lease shall begin on the Effective Date or on September 1, 2018 whichever is later, and end on August 31, 2028 unless sooner terminated as provided for herein.

**B. Early Termination in the Public Interest**

The State is entering into this Lease for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and Courts. If this Lease ceases to further the public policy of the State, either Party, in its sole discretion, may terminate this Lease in whole or in part. Exercise by either Party of this right shall not be deemed a breach of its obligations hereunder. In such event, Lessor or the State shall provide the other Party with written notice, as provided in §15 at least 90 days prior to the desired termination date.

**C. Two-Month Extension – Holdover**

At its sole discretion, the State, upon written notice to Lessor, may unilaterally extend the term of this Lease for a period not to exceed two months if the Parties are negotiating a new lease before the end of any initial term or an extension thereof. The provisions of this Lease in effect when said notice is given, including, but not limited to, rents, costs, and fees shall remain in effect during said two month extension. However, the two-month extension shall immediately terminate when and if a replacement lease is approved.

**D. Option to Extend**

The State shall not have the option to extend the term of this Lease.

**6. PROPERTY DESCRIPTION**

Lessor owns the Property being leased, which is located in Township 24 South, Range 67 West of the 6th P.M. in the County of Pueblo, State of Colorado, described as follows:

Portions of the S1/2NW1/4 and N1/2SW1/4 of Section 23 known as Beckwith Reservoir, including access as illustrated in **EXHIBIT A**.

**7. LEASE AND GRANT – USES AND PURPOSES**

Lessor hereby leases and grants unto the State, including its employees, officers, agents, and other authorized parties, the right to access and occupy the Property for the uses and purposes set forth in §3.D. In addition to having the right to conduct all activities reasonably attendant such uses and purposes the State shall have the following rights subject to the following duties and restrictions:

**A. Non-Exclusivity**

The State shall have a non-exclusive right to access and occupy the Property for the uses and purposes set forth in §3.D.

**B. Reservation of Rights**

Lessor hereby reserves all rights to fill and empty the Beckwith Reservoir and all rights to water stored in Beckwith Reservoir.

**8. WARRANTIES AND REPRESENTATIONS**

**A. Regarding the Property**

Lessor warrants and represents that it is the fee title owner of the Property. Lessor covenants and agrees to warrant and defend the State in the quiet, peaceable enjoyment and possession of the Property. In the event of any dispute regarding Lessor's ownership, Lessor shall, upon request from and at no cost to the State, immediately furnish proof thereof by delivering to the State copies of documents evidencing that Lessor owns the Property that are sufficient to the State. Lessor further warrants that the Property is not currently subject to any existing leases, easements, or other burdens that would result in this Lease being invalid or that would interfere with the State's intended use and occupancy of the Property, except as follows: None.

**B. Regarding Legal Authority**

Lessor warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessor to its terms. The person signing and executing this Lease on behalf of Lessor hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the State, Lessor shall provide the State with proof of Lessor's authority to enter into this Lease within 15 days of receiving such request.

**9. CONDITION ON TERMINATION**

Upon termination, the State shall surrender and deliver the Property in substantially the condition existing at the inception hereof, excepting however, loss by fire, inevitable accident, acts of nature, damage or neglect attributable to Lessor, and ordinary wear and tear.

**10. EMINENT DOMAIN**

If the Property shall be taken by right of eminent domain, in whole or in part, then this Lease, at the option of either Party, shall forthwith cease and terminate. In such event, the entire damages which may be awarded for such taking shall be apportioned between the Parties, as their interests appear.

**11. CASUALTY**

If the property is damaged by fire, flood, or other casualty, the State may terminate this Lease within 30 days of the date the State becomes aware of such occurrence if, in the opinion of the State, the Property has been so damaged as to render it wholly or partially untenantable or unfit for the State’s purposes. If the State so elects, it shall terminate this Lease by giving written notice to Lessor as provided in §15. Such termination shall be effective 15 days from the date of mailing of the notice of termination.

**12. DEFAULT**

**A. Defined**

In addition to any breaches specified in other sections of this Lease, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessor, or the appointment of a receiver or similar officer for Lessor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Breach**

In the event of a breach by Lessor or the State, notice of such shall be given in writing by the other Party in the manner provided in §15. If such breach is not cured within 30 days of receipt of written notice the non-breaching may exercise any of the remedies set forth in §13, including termination of this Lease. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**13. REMEDIES**

If Lessor or the State is in breach under any provision of this Lease, the other Party shall have all of the remedies available to that Party in law or equity.

**14. REMOVAL OF IMPROVEMENTS**

Upon Lease expiration or early termination, the State may remove any improvements it placed on the Property (if any) that can be removed without substantial injury to the Property. Removal of improvements by the State shall be done within 120 days of the termination date and any improvements remaining thereafter shall become property of Lessor.

**15. NOTICE**

Notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to the representative at the address set forth below. Either Party may designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**State**

Real Estate Section  
Colorado Parks and Wildlife  
6060 Broadway  
Denver, CO 80216

**Lessor**

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

## 16. LIABILITY LIMITATIONS

### A. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and Lessor, their departments, institutions, agencies, boards, officials, and employees, are controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and applicable risk management statutes, CRS §24-30-1501, et seq., as amended. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of CGIA or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

### B. Notice under CRS Section 33-41-103(2)(e)(II.5)

CRS §33-41-101, et seq., may provide for Lessor to enjoy limitations on its potential liability which arise from use of the Property by members of the public for recreational purposes. In accordance with the provisions of CRS Section 33-41-103(2)(e)(II.5), the Lessor acknowledges that this paragraph constitutes notice of the right to bargain for indemnification from liability for injury resulting from use of the Property by members of the public for recreational purposes, as those terms are defined in CRS Section 33-41-103(2)(e), and Lessor is advised that such right can be exercised prior to the execution of this lease at the request of Lessor.

## 17. GENERAL PROVISIONS

### A. Assignment and Subletting

The State shall not have the right to assign or sublease its interest under this Lease, or any portion thereof, absent Lessor's written consent, which consent shall not be unreasonably withheld.

### B. Binding Effect

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### C. Captions and Headings

The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### D. Construction Against the Drafter

In the event of an ambiguity in this Lease the rule of construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

### E. CORA Disclosure

To the extent not prohibited by federal law, this Lease and the performance measures and standards under CRS §24-106-107, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

### F. Counterparts

This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### G. Entire Understanding

This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior

or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

**H. Extinguishment and Replacement**

This Lease extinguishes and replaces any prior leases between the Parties related to the Property upon the effective date hereof.

**I. Jurisdiction and Venue**

All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and venue shall be in the County in which the Property is located. Venue shall be proper in any county in which the Property is located if it is situate in more than one county.

**J. Memorandum of Lease**

Either Party may record a Memorandum of this Lease with the Clerk and Records Office in the County in which the Property is located.

**K. Modification**

**i. By the Parties**

Except as specifically provided in this Lease, modifications of this Lease shall not be effective unless agreed to in writing by both Parties in an amendment to this Lease, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies.

**ii. By Operation of Law**

This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change as if fully set forth herein.

**L. Order of Precedence**

In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Lessor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions;**
- ii. Remaining pages of this Lease;**
- iii. Exhibit A**

**M. Quiet Enjoyment**

The State is entitled to quiet enjoyment of the Property as long as the State has not been found to be in default under the provisions of this Lease.

**N. Severability**

Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

**O. Survival of Certain Lease Terms**

Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such

termination and shall be enforceable by the State if Lessor fails to perform or comply as required.

**P. Taxes**

The State is exempt from paying any taxes, including, but not limited to, real property taxes. Lessor shall be solely liable for paying any taxes associated with this Lease as the State is prohibited from paying or reimbursing Lessor for such taxes.

**Q. Third Party Enforcement - None**

Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental, and do not create any rights for any third parties.

**R. Waiver**

Waiver of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**18. COLORADO SPECIAL PROVISIONS**

The Special Provisions apply to all Leases except where noted in *italics*.

**A. FUND AVAILABILITY. CRS §24-30-202(5.5).**

*Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.*

**B. GOVERNMENTAL IMMUNITY.**

*No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.*

**C. COMPLIANCE WITH LAW.**

*Lessor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.*

**D. CHOICE OF LAW.**

*Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Lease, to the extent capable of execution.*

**E. BINDING ARBITRATION PROHIBITED.**

*The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Lease or incorporated herein by reference shall be null and void.*

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**19. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS LEASE**

Persons signing for Lessor hereby swear and affirm that they are authorized to act on Lessor's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>LESSOR</b></p> <p style="text-align: center;">Colorado City Metropolitan District <b>By:</b> Terry Kraus <b>Title:</b> District President</p> <p><b>By:</b> _____</p> <p><b>Date:</b> _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">John W. Hickenlooper, Governor acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission Bob D. Broscheid, Director</p> <p><b>By:</b> _____ Margaret Taylor-Veach, Assistant Director, Capital, Parks and Trails</p> <p><b>Date:</b> _____</p>
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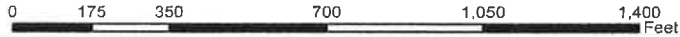
**EXHIBIT A**



**Lake Beckwith SWA -  
Colorado City Metropolitan District New Lease  
RE Project#: 18-021  
Pueblo County**



■ Lake Beckwith Lease Area



MMF 6/25/2016: Properties\Area 11\LakeBeckwithSWA\ColoradoCityMetropolitanDistrictLease\_18\_021\_06