



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS STUDY SESSION**

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday May 30, 2023, beginning at 6:00 p.m.

1. Valley First presentation
2. Resolution 12-2023 Signature on Bank of San Juan accounts
3. Property offer Unit 5 lot 545
4. CCAAC Review

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday May 30, 2023, beginning at 6:15 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. CHANGING AND INTRODUCTION OF THE NEW BOARD MEMBERS
4. MOMENT OF SILENT REFLECTION.
5. QUORUM CHECK
6. ELECTION OFFICERS CHAIRPERSON, CO-CHAIRPERSON, SECRETARY, TREASURER
7. APPROVAL OF AGENDA.
8. APPROVAL OF MINUTES. Study Session May 9, 2023
Regular Meeting May 9, 2023
CCACC Minutes May 11, 18, 25, 2023
9. BILLS PAYABLE.
10. FINANCIAL REPORT.
11. OPERATIONAL REPORT.
 - a. Beckwith Dam report
 - b. Committee Reports Newsletter Sarah / Post Office /Library Sign
12. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
13. CITIZENS INPUT.
14. ATTORNEYS REPORT: Conflict of Interest, Rules of Conduct, and Ethical Principles
15. AGENDA ITEMS:

**Resolution 12-2023 Signature on Bank of San Juans accounts
Property offer Unit 5 lot 545**

**Discussion/Action
Discussion/Action**

16. OLD BUSINESS. Applewood Park/ Duell well
17. NEW BUSINESS:

18. CCACC:
- A. New Construction
 - 1. 4100 Ouray House
 - 2.
 - B. Actions
 - a. 0 First Letters
 - b. 0 Second letters
 - c. 0 Third letters
 - d. 0 Unauthorized Structure

19. CORRESPONDENCE. Letter

20. EXECUTIVE SESSION:

21. 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 May 26, 2023

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting May 30,2023

Time: May 30, 2023 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86471963648?pwd=UGthV0JpdWdMVGHrUERCTk5ORS9PdZ09>

Meeting ID: 864 7196 3648

Passcode: 709225

One tap mobile

+17193594580,,86471963648#,,,,*709225# US

+13462487799,,86471963648#,,,,*709225# US (Houston)

Dial by your location

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 253 205 0468 US

Meeting ID: 864 7196 3648

Passcode: 709225

Find your local number: <https://us02web.zoom.us/j/kdPGXMx8nb>

**COLORADO CITY METROPOLITAN DISTRICT
RESOLUTION NO. 12-2023
A RESOLUTION ESTABLISHING SIGNATURES ON A BANK ACCOUNT**

WHEREAS, it is in the best interests of the Colorado City Metropolitan District to provide adequate control over the District's bank accounts and to prudently manage the District's Cash and Investments.

WHEREAS, the Board of Directors have determined that it is in the best interest of its District to change signors on all accounts at Bank of the San Juans.

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

The following individuals be removed as signors on all accounts at Bank of the San Juans:

Harry Hochstetler, Director
Terry Kraus, Director

And, the following individuals be added as signors on all accounts at Bank of the San Juans:

Clint Gross,
Raymond Davis,
Sarah Hunter,
Gregory Collins,
Neil Elliot,
Yvonne Barron, Finance Director
James P. Eccher, District Manager

PASSED AND APPROVED this 30th day of May, 2023

COLORADO CITY METROPOLITAN DISTRICT

By: _____
Chairperson

ATTEST:

By: _____
Secretary

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

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

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

Date: 5-25-2023

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

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

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

2.3. Seller. Colorado City Metro (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of _____, Colorado:

Parcel 4619105025 unit 5 Lot 545

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

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

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

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

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

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

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

N/A
2.7. Water Rights, Well Rights, Water and Sewer Taps.

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

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

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

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

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

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

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

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

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

3. **DATES, DEADLINES AND APPLICABILITY.**
3.1. **Dates and Deadlines.**

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

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

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

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

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

91 4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 7000	
2	§ 4.3	Earnest Money		\$ 1000.00
3	§ 4.5	New Loan		\$ -
4	§ 4.6	Assumption Balance		\$ -
5	§ 4.7	Private Financing		\$ -
6	§ 4.7	Seller Financing		\$ -
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8				
9	§ 4.4	Cash at Closing		\$ 6,000.00
10		TOTAL	\$	\$ 7,000.00

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

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

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

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

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

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

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

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

122 4.5. **New Loan.** N/A - CASH SELL

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

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

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

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

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

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

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

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

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

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

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

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

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.
 Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.
 Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

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ADDITIONAL PROVISIONS AND ATTACHMENTS

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

no liens or taxes overdue -

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31. OTHER DOCUMENTS.

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

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

SIGNATURES

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Buyer's Name: Antrim and Associates LLC
(Randy Devenport)
Randy Devenport 5-25-2023
Buyer's Signature Date

Buyer's Name: _____

Buyer's Signature Date

Address: PO Box 2423
Pueblo Co 81004
Phone No.: 719-251-1186
Fax No.: _____
Email Address: Randy@antrimandassociates.com

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

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

Seller's Name: _____

Seller's Signature Date

Seller's Name: _____

Seller's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

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END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

N/A

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



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS STUDY SESSION**

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday May 9, 2023, beginning at 6:00 p.m. Chairman Elliot called the Study Session to order at 6:00 p.m.

1. Election review

Mr. Eccher will meet with Election Committee on May 11th for final count.

2. Water Restriction Level 2

Water Restriction notification sent with May bill, explaining reason for water restrictions this summer due to taking down 1 of the 4 tanks at a time for repair. Will be voted on tonight.

3. Gravel Pit

Mr. Elliot stated that CCMD needs a better tracking of crushing and usage by Roads & Bridges. CCMD might needs to look in to re-addressing price on contract. Metro needs to give them a 180-day notice prior to change.

4. CCAAC Discussion

Mrs. Schurr stated that there are some new builds to review, will be addressed in next meeting. The CCAAC are waiting for new board members to be seated for guidance on CCAAC directions and approvals.

Sheriff was called on regarding the RV on the Ball Field, they cannot do anything if on Metro property. To have it towed would fall under CCMD budget to have towed. Discussion if we could put a 72-hour notice tag on vehicle. Mr. Eccher is going to follow up on this and have Sheriff be there when presenting notice. Mr. Collins also stated we might check with local towing companies to see if arrangements can be through them to complete towing with no cost to CCMD.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairman

ATTEST:

Harry Hochstetler, Treasurer
Approved this 30th day of May 2023

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

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday May 9, 2023, beginning at 6:15 p.m. Chairman Elliott called the Regular Board meeting to order at 6:16 p.m.

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

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

Also in Attendance:
Jim Eccher, District Manager
Yvonne Barron, Finance Director
Sandi Oglesby, Reception/AR
Gary Golladay & Greg Bailey: Water & Sewer

5. APPROVAL OF AGENDA

Mr. Kraus motions to approve the Agenda. Mr. Hochstetler seconds the motion. Chairman Elliot calls the vote. All Board Members are in favor. The Agenda is approved.

6. APPROVAL OF MINUTES.

Regular Meeting April 25,2023
CCAAC Minutes April 27, May 4,2023

Mr. Collins motions to approve the Meeting Minutes from April 25, 2023, and the CCAAC Minutes from April 27 & May 4, 2023. Mr. Hochstetler seconds the motion. Chairman Elliot calls for the vote. All Board Members are in favor. Both meeting minutes approved.

7. BILLS PAYABLE.

Mr. Hochstetler motions to approve. Mr. Collins seconds the motion. Chairman Elliot calls for the vote. All Board Members are in favor.

Discussion that gas bill has been high at Hollydot, but bill has come down past month. Higher bills probably due to the cold winter.

It was brought up that, it appears field staff are replacing tools repeatedly, need them to be accountable for tools purchased by CCMD and that its not just a shopping spree when going to ACE.

8. FINANCIAL REPORT. - For full report, refer to recording online or report.

Startup of Electronic Work Orders pushed out due to accounting systems down April 22, should be back on track within two weeks.

Finance is reviewing paperwork for upcoming audit.

Hollydot has been reseeded. Pool maintenance completed, plan to fill May 8th.

Questions still regarding water disparity and where is the water going. 3M gallons in April. Loss of water higher than what is being billed. Chairman Elliot would like to form a committee to review/audit leaking of water lines. Suggested to possible have Dennis Kahr's non-profit out of Colorado Springs/Palmer Lake area search for leaks.

Working on hiring seasonal staff for finance, plus 14 seasonal for Golf Course and Recreational Center

9. OPERATIONAL REPORT.

a. Beckwith Dam report

Dam inspection scheduled for May 11th at 11am.

b. Committee Reports Newsletter / Post Office /Library Sign

Newsletter Sarah Hunter will compose for next month. Post Office – N/A. Library Sign – Letter composed and signed by Chairman Elliot.

Town Forum is next Tuesday, May 16th. Mr. Collins to officiate, Mrs. Hunter will also be attending.

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

11. CITIZENS INPUT. Kathy Lesser

A. Kathy questioned if the Stewards Thoroughbred Ranch water included in out totals?

B. Stated she needs assistance with getting her road completed. Mr. Eccher stated it is on top of the list, but we have not had staff with CDL license for the gravel pit. Mr. Eccher is to contact her with a good date for completion.

12. ATTORNEYS REPORT: N/A

13. AGENDA ITEMS:

Water Restriction May 15,2023

Discussion/Action

Mr. Kraus motions to approve the Water Restrictions as presented Mr. Collins seconds the motion. Chairman Elliot calls for the vote. All Board Members are in favor. Water Restrictions approved.

14. OLD BUSINESS: Duell Well

Sometime in May scheduled to check on wells.

15. NEW BUSINESS: Looking for Seasonal person for office to assist with accounts receivable, phones, AOS. Checking into the possibility of making, it a permanent full-time position.

Discussion of the "72 Hour Notice" to take pictures and have Sheriff accompany when posting the notice. Mr. Collins motions to approve the "72 Hour Notice" for vehicles on CCMD property. Mr. Kraus seconds the motion. Chairman Elliot calls for the vote. All Board Members are in favor. Motion for 72 Hour Notice, is approved.

We still have Neptune meters not working properly. Chairman Eliot stated we need to bill back to Neptune for this non-working meters.

Josh is on schedule for completion of playground in Applewood. Working on quotes for Fencing currently.

16. CCACC: No

A. New Construction – N/A

B. Actions: N/A

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

17. CORRESPONDENCE: N/A

18. EXECUTIVE SESSION: N/A

19. ADJOURNMENT.

Mr. Collins expressed he enjoyed working with both Mr. Kraus and Mr. Hochstetler and will miss them.

Mr. Kraus recited a poem he wrote "Ten Things I Like About Harry" which had all laughing. Mr. Hochstetler thanked him and the rest of the board, stating he has enjoyed working with them.

Mr. Collins motioned to adjourn the regular meeting. T. Kraus seconded the motion. Chairman Elliot adjourned the regular meeting at 7:07 p.m.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairman

ATTEST:

Sarah Hunter, Director
Approved this 30th day of May 2023

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

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
36456							
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/Roads	01-6000-7151	233.63	233.63
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/P&R	01-0208-7151	233.64	233.64
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/WTP	02-0100-7151	280.14	280.14
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/WWTP	03-0100-7151	140.64	140.64
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/Adm	01-0100-7151	47.63	47.63
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/Roads	01-6000-7151	147.80	147.80
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/P&R	01-0208-7151	184.55	184.55
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/WTP	02-0100-7151	221.30	221.30
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/WWTP	03-0100-7151	147.80	147.80
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/Adm	01-0100-7151	37.51	37.51
05/23	05/25/2023	36456	Acorn Petroleum, Inc	Fuel/GC	04-0100-7151	1,034.53	1,034.53
Total 36456:							2,709.17
36457							
05/23	05/25/2023	36457	ANTHONY HIJAR	Refund for Pavilion	01-0208-4910	125.00	125.00
Total 36457:							125.00
36458							
05/23	05/25/2023	36458	AQUATIC TECHNOLOGY, INC.	Testing Disks/Pool	01-0207-7150	177.63	177.63
Total 36458:							177.63
36459							
05/23	05/25/2023	36459	Batteries Plus #92	Batteries ADA Chair/Pool	01-0207-7150	74.00	74.00
Total 36459:							74.00
36460							
05/23	05/25/2023	36460	Business Solutions Leasing	Copier Lease-May/Adm	01-0100-7150	186.26	186.26
Total 36460:							186.26
36461							
05/23	05/25/2023	36461	C&J Concrete Inc	Concrete Pads/Pool	01-0207-7720	2,500.00	2,500.00
Total 36461:							2,500.00
36462							
05/23	05/25/2023	36462	CenturyLink	Advertising/GC	04-0100-7110	8.88	8.88
Total 36462:							8.88
36463							
05/23	05/25/2023	36463	Christy Gookin	Cleaning-May/Adm	01-0100-7122	150.00	150.00
Total 36463:							150.00
36464							
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Golf Main/GCM	04-0201-7191	147.37	147.37
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	W&S Shop/WTTP	03-0100-7191	226.64	226.64

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	W&S Shop/WTP	02-0100-7191	226.64	226.64
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Wasterwater Plant/WWTP	03-0100-7191	211.78	211.78
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Golf Pro Shop/GC	04-0100-7191	467.45	467.45
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Main Office/ADM	01-0100-7191	239.77	239.77
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Cold Springs/WTP	02-0100-7191	653.25	653.25
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Water Treatment Plant/WTP	02-0100-7191	1,221.27	1,221.27
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Rec Ctr B/P&R	01-0203-7191	111.24	111.24
05/23	05/25/2023	36464	Colorado Natural Gas, Inc.	Rec Ctr A/P&R	01-0203-7191	87.96	87.96
Total 36464:							3,593.37
36465							
05/23	05/25/2023	36465	COMMUNITY RESOURCE SERV	Election Services/ADM	01-0100-7122	7,410.00	7,410.00
Total 36465:							7,410.00
36466							
05/23	05/25/2023	36466	DAN DINWIDDIE	Refund Sewer Charges	19-0000-1991	325.12	325.12
Total 36466:							325.12
36467							
05/23	05/25/2023	36467	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-007/ADM	01-0100-7141	845.16	845.16
05/23	05/25/2023	36467	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-001/WTP	02-0100-7141	87.00	87.00
05/23	05/25/2023	36467	DIETZE AND DAVIS, P.C.	Prof Svc Mtrr-10949-020/CCAAC	01-0100-7123	1,678.00	1,678.00
Total 36467:							2,610.16
36468							
05/23	05/25/2023	36468	DPC Industries, Inc.	Chlorine, 150# CYL/WTP	02-0100-7150	140.00	140.00
Total 36468:							140.00
36469							
05/23	05/25/2023	36469	Evoqua Water Technologies	Totes ATKA KIOR/WTP	02-0100-7150	4,687.84	4,687.84
05/23	05/25/2023	36469	Evoqua Water Technologies	Akta Klor 7.5 -6 Totes/WTP	02-0100-7150	4,687.84	4,687.84
Total 36469:							9,375.68
36470							
05/23	05/25/2023	36470	Executech Utah, Inc.	Labor-Remote Access/ADM	01-0100-7122	875.00	875.00
05/23	05/25/2023	36470	Executech Utah, Inc.	Sophos,Acronis Server Backup/Adm	01-0100-7122	173.35	173.35
Total 36470:							1,048.35
36471							
05/23	05/25/2023	36471	FEDEX	Transport Samples/WTP	02-0100-7150	47.73	47.73
05/23	05/25/2023	36471	FEDEX	Transport Samples/WTP	02-0100-7150	109.35	109.35
05/23	05/25/2023	36471	FEDEX	Transport Samples/WWTP	03-0100-7150	106.98	106.98
Total 36471:							264.06
36472							
05/23	05/25/2023	36472	Grainger	Unloader Valve/WWTP	03-0100-7150	188.66	188.66
Total 36472:							188.66

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
36473							
05/23	05/25/2023	36473	Greenhorn Valley View	ARPA Project/WTP	02-0100-7725	15.00	15.00
05/23	05/25/2023	36473	Greenhorn Valley View	ARPA Project/WTP	02-0100-7726	15.00	15.00
05/23	05/25/2023	36473	Greenhorn Valley View	ARPA Project/WTP	02-0100-7727	15.00	15.00
05/23	05/25/2023	36473	Greenhorn Valley View	Advertising/GC	04-0100-7110	135.00	135.00
Total 36473:							180.00
36474							
05/23	05/25/2023	36474	Harry Hochstetler	May Board Mtgs/Adm	01-0100-7122	50.00	50.00
Total 36474:							50.00
36475							
05/23	05/25/2023	36475	L.L. Johnson Distributing Co	Spindle ASM/GCM	04-0201-7184	351.82	351.82
Total 36475:							351.82
36476							
05/23	05/25/2023	36476	LOWE'S	Lights, Hangers/P&R	01-0203-7150	412.92	412.92
05/23	05/25/2023	36476	LOWE'S	Tools for new Garage/P&R	01-0203-7150	3,644.81	3,644.81
Total 36476:							4,057.73
36477							
05/23	05/25/2023	36477	Metropolitan Life Insurance Co	Dental/Vision-June	01-0000-2230	497.10	497.10
Total 36477:							497.10
36478							
05/23	05/25/2023	36478	MEYER & SAMS, INC.	Invoice #8/ARPA Grant	02-0100-7725	8,135.62	8,135.62
05/23	05/25/2023	36478	MEYER & SAMS, INC.	Invoice #8/ARPA Grant	02-0100-7726	8,135.62	8,135.62
05/23	05/25/2023	36478	MEYER & SAMS, INC.	Invoice #8/ARPA Grant	02-0100-7727	8,135.60	8,135.60
Total 36478:							24,406.84
36479							
05/23	05/25/2023	36479	PARTS AUTHORITY, LLC	MT-51R/GCM	04-0201-7150	140.69	140.69
05/23	05/25/2023	36479	PARTS AUTHORITY, LLC	Oil & Fuel Filters,Hydraulic/GMC	04-0201-7150	127.96	127.96
05/23	05/25/2023	36479	PARTS AUTHORITY, LLC	Fuel, Hydro Filters, Trans Fluid/GCM	04-0201-7150	360.62	360.62
Total 36479:							629.27
36480							
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins-June-2023/ADM	01-0000-2230	766.82	766.82
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins-June-2023/WTP	02-0000-2230	2,015.44	2,015.44
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins-June-2023/WTTP	03-0000-2230	1,897.55	1,897.55
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins-June-2023/GC	04-0000-2230	589.85	589.85
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins June-2023/GCM	04-0000-2230	589.85	589.85
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins-June-2023/RDS	01-6000-6310	58.89	58.89
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins-June-2023/WTP	02-0000-2230	284.82	284.82
05/23	05/25/2023	36480	Public Sector Health Care Grou	Health Ins-June-2023/WTTP	03-0000-2230	427.59	427.59
Total 36480:							6,630.81
36481							
05/23	05/25/2023	36481	Pueblo Bearing Service, Inc.	Auto Amcan, Bearing, Seals/GCM	04-0201-7184	204.74	204.74

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36481:							204.74
36482							
05/23	05/25/2023	36482	Pueblo Brake & Clutch, Inc.	Gear Repair/GCM	04-0201-7184	250.00	250.00
Total 36482:							250.00
36483							
05/23	05/25/2023	36483	R & R Products, Inc.	Gasket Rocket Cover/GCM	04-0100-7150	41.64	41.64
05/23	05/25/2023	36483	R & R Products, Inc.	Tire/GCM	04-0100-7150	221.60	221.60
Total 36483:							263.24
36484							
05/23	05/25/2023	36484	Roto-Rooter	Snaked Urinal Line/GC	04-0100-7186	500.00	500.00
Total 36484:							500.00
36485							
05/23	05/25/2023	36485	SGS North America Inc.	Testing-TOC/WTP	02-0100-7122	100.00	100.00
05/23	05/25/2023	36485	SGS North America Inc.	Testing-TOC/WTP	02-0100-7122	200.00	200.00
05/23	05/25/2023	36485	SGS North America Inc.	Testing-Aluminum,Iron,Nickel,Lead,Urani	03-0100-7122	75.00	75.00
05/23	05/25/2023	36485	SGS North America Inc.	Testing-Cold Springs/WTTP	02-0100-7122	263.00	263.00
05/23	05/25/2023	36485	SGS North America Inc.	Testing DDISCOF/WTP	02-0100-7122	84.00	84.00
05/23	05/25/2023	36485	SGS North America Inc.	PWSID/WTP	02-0100-7150	712.78	712.78
Total 36485:							1,434.78
36486							
05/23	05/25/2023	36486	Staples Credit Plan	Jump Drives, Coin Wrappers/ADM	01-0100-7150	84.66	84.66
Total 36486:							84.66
36487							
05/23	05/25/2023	36487	Terry Kraus	May Board Mtgs/Adm	01-0100-7122	50.00	50.00
Total 36487:							50.00
36488							
05/23	05/25/2023	36488	THE TORO COMPANY NSN	Service Agreement June/GCM	04-0201-7122	155.00	155.00
05/23	05/25/2023	36488	THE TORO COMPANY NSN	Service Agreement May/GCM	04-0201-7122	155.00	155.00
Total 36488:							310.00
36489							
05/23	05/25/2023	36489	WESLEIGH WOMACK	Refund for Baseball 2023	01-0408-4510	70.00	70.00
Total 36489:							70.00
36490							
05/23	05/25/2023	36490	YOCAM CONSTRUCTION, LLC	Pay App #4/ARPA	02-0100-7727	43,279.63	43,279.63
Total 36490:							43,279.63
36491							
05/23	05/25/2023	36491	Yvonne Barron (2)	Reimburse Medical Flexible	01-0000-2231	348.93	348.93

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36491:							348.93
Grand Totals:							114,485.89

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-0000-2110	.00	21,502.26-	21,502.26-
01-0000-2230	1,263.92	.00	1,263.92
01-0000-2231	348.93	.00	348.93
01-0100-7122	8,708.35	.00	8,708.35
01-0100-7123	1,678.00	.00	1,678.00
01-0100-7141	845.16	.00	845.16
01-0100-7150	270.92	.00	270.92
01-0100-7151	85.14	.00	85.14
01-0100-7191	239.77	.00	239.77
01-0203-7150	4,057.73	.00	4,057.73
01-0203-7191	199.20	.00	199.20
01-0207-7150	251.63	.00	251.63
01-0207-7720	2,500.00	.00	2,500.00
01-0208-4910	125.00	.00	125.00
01-0208-7151	418.19	.00	418.19
01-0408-4510	70.00	.00	70.00
01-6000-6310	58.89	.00	58.89
01-6000-7151	381.43	.00	381.43
02-0000-2110	.00	83,753.87-	83,753.87-
02-0000-2230	2,300.26	.00	2,300.26
02-0100-7122	647.00	.00	647.00
02-0100-7141	87.00	.00	87.00
02-0100-7150	10,385.54	.00	10,385.54
02-0100-7151	501.44	.00	501.44
02-0100-7191	2,101.16	.00	2,101.16
02-0100-7725	8,150.62	.00	8,150.62
02-0100-7726	8,150.62	.00	8,150.62
02-0100-7727	51,430.23	.00	51,430.23
03-0000-2110	.00	3,422.64-	3,422.64-
03-0000-2230	2,325.14	.00	2,325.14
03-0100-7122	75.00	.00	75.00
03-0100-7150	295.64	.00	295.64
03-0100-7151	288.44	.00	288.44
03-0100-7191	438.42	.00	438.42
04-0000-2110	.00	5,482.00-	5,482.00-
04-0000-2230	1,179.70	.00	1,179.70
04-0100-7110	143.88	.00	143.88
04-0100-7150	263.24	.00	263.24
04-0100-7151	1,034.53	.00	1,034.53
04-0100-7186	500.00	.00	500.00
04-0100-7191	467.45	.00	467.45
04-0201-7122	310.00	.00	310.00
04-0201-7150	629.27	.00	629.27
04-0201-7184	806.56	.00	806.56
04-0201-7191	147.37	.00	147.37
19-0000-1991	325.12	.00	325.12

GL Account	Debit	Credit	Proof
19-0000-2110	.00	325.12-	325.12-
Grand Totals:	114,485.89	114,485.89-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check Type = {<->} "Adjustment"



COLORADO
Division of Water Resources
Department of Natural Resources
Dam Safety Branch

May 16, 2023

Mr. James P. Eccher, District Manager
Colorado City Metro District
4497 Bent Brothers Boulevard
Colorado City, CO, 81019
Via email: colocitymanager@ghvalley.net

When replying, please refer to:
BECKWITH DAM, DAMID 150101
Water Division 2, Water District 15

SUBJECT: TEMPORARY Lifting of Storage Restriction

Dear Mr. Eccher,

Beckwith Dam is currently under a 1.0-foot (approximately 70 ac-ft) Storage Restriction Order by the State Engineer, dated October 19, 2021, and a Dam Safety Compliance Plan, revised November 7, 2022. The objective of the Storage Restriction is to lower short term dam safety risk and the Compliance Plan is intended to cause rehabilitation of the dam to address safety deficiencies of seepage, crest instability, and inadequate outlet works capacity.

On May 11, 2023, our Dam Safety staff performed the annual inspection of Beckwith Dam and found no new or worsening conditions. We met with you, your public works director, and Metro District Board president to review Required Actions and the District's progress on the dam rehabilitation project. The District has obtained grant funding for final engineering design and approval of a construction loan, with detailed design expected to begin in August 2023 and construction expected in the second half of 2024. The District has diligently complied with monitoring and maintenance requirements, as required in the Compliance Plan and State Dam Safety inspection reports. Lastly, you recently issued an updated Emergency Action Plan for the dam.

At the May 11th meeting, you requested a temporary lifting of the State Engineer's Storage Restriction, based on hardship associated with long-term drought in the Arkansas River basin, along with the short-term opportunity for storage from recent rain and snow. We have considered your request and believe that the Restriction can be lifted temporarily without significantly increasing dam safety risk, while providing much-needed water supply benefits to your community. Our decision is supported by the District's progress, compliance, and the findings of our recent Dam Safety inspection.

Therefore by this letter, we grant a temporary reprieve of the 1.0-foot Storage Restriction for 2-months' time, from the date of this letter until July 16, 2023, contingent on the following increased monitoring and emergency preparedness requirements:

- The District will review your new Emergency Action Plan with the Pueblo County Emergency Manager to ensure he is aware of the dam's hazard potential and dam breach inundation mapping.
- The District will verify that pumps are readily available to meet the 20-cfs capacity required for emergency reservoir drawdown.
- The District will perform daily visual surveillance of the dam for new, unusual or increased seepage or other signs of distress.

James Echer, CCMD Manager
Beckwith Dam (DAMID 150101)
May 16, 2023

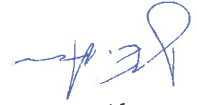
- The District will provide weekly tabulation of reservoir level and instrumentation data, as well as a review and evaluation by their Engineer of instrumentation monitoring data to our office.
- The District will schedule and complete the required annual movement survey by June 1, 2023, and will provide movement survey results to their Engineer and to our office promptly.
- The District will provide immediate notification to their Engineer and to our office if any signs of distress are observed at the dam, including but not limited to cracking, movement, or unusual seepage.

Following this temporary period, the original 1.0-foot State Engineer's Storage Restriction Order will automatically resume and will remain in-place until which time as the District satisfactorily rehabilitates the dam to address dam safety deficiencies.

Any violation of this agreement will be considered cause for reverting to the original 1.0-foot Storage Restriction. The District's Required Actions, listed above and in the 2022 Compliance Plan, are the minimum that you can do to improve the safety of your dam; additional actions may be necessary based upon the recommendations of your Engineer or discovery of new information. Additional storage restrictions may be issued by our office if the condition of the dam worsens.

Should you have any questions about this matter or other Dam Safety issues, please contact regional Dam Safety Engineer Mark Perry at 719-250-5606 or mark.perry@state.co.us.

Sincerely,



John Hunyadi, P.E.
Chief, Dam Safety

cc: Rachel Zancanella, Division 2 Division Engineer

Steve Stratman, WD 15 Water Commissioner

Mark Perry, Dam Safety Engineer

Greg Baily, Colorado City Public Works, colocitypw@ghvalley.net

Mike Graber, RJH Consultants, mgrabber@rjh-consultants.com

Matt Stearns, CWCB, mattnew.stearns@state.co.us

Neil Elliot, Colorado City Metro District, Board President, nwelliot@gmail.com



Colorado City Metropolitan District

May 11, 2023

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

Progress report for Beckwith Dam Project

Atencio Engineering, Neil Elliot, and I meet with Arkansas Basin Roundtable (ABRT). It was advised by the board a letter of support by the ABRT for \$328,000 for design and engineering, to attach with the application that was received March 23, 2023 Project 03539 to the CWCB portal. It is Amanda's understanding that if grants are awarded by both basin and state CWCB, the funding will not be made available to CCMD until August 2023. Engineering design, best case scenario, will take a minimum of 8 months to complete. Assuming all goes perfectly as planned, the engineering design will be completed by April 2024.

Joshua Godwin and I meet with the CWCB on 3/16/2023 for the loan process and was granted the \$3,300,000 loan during the meeting.

The district has continued to have communication with CWCB, USDA, Congressional Funding through Senator Bennet's and Hickenlooper office and Pueblo County (FEMA) for the financing of the project. If we are able to secure funding through the ABRT this will make the process of getting future funding for the project. The Colorado City Metropolitan District (CCMD) board of directors have committed to \$55,000 in matching funds on February 10, 2023, Special Meeting to match the \$328,100 of WSRF funding. Received from Senators Hickenlooper office that they will be moving it forward into the Congressional spending Act for \$3,000,000 for 2024.

We are also working on a Dissolved Air Filtration (DAF) which will have to be included in the design of Dam as to a footprint for the inlets and outlet to the plant for consideration. We have NOCO Engineering involved with this project and is presently being reviewed by the State for the Revolving Fund Financing of project.

We should be able to start the design and engineering process by August of 2023, Then be approved for start to build by April of 2024 and build out by August of 2024. We are continually working diligently to make the correction and improve the dam and increase, if possible, the size of reservoir for the future.

Dam Inspection was completed today with everything having not change and yearly monument shooting being scheduled to be completed in near future.

Sincerely,

James Eccher
District Manager
Colorado City Metropolitan District

Lake Beckwith Measurement for weekly report

lake level	4"	6'	seep	wier	pit	inspector
1/5/2023	13.2 dry	1min=950ml dry	dry	0.13	dry	GB
1/12/2023	13.3 dry	1min=1000ml dry	dry	0.13	dry	GB
1/19/2023	13.4 dry	1min=1000ml dry	dry	0.13	dry	GB
1/25/2023	13.4 dry	1min=950ml dry	dry	0.13	dry	GB
2/3/2023	13.6 dry	1min=1250ml dry	dry	0.14	dry	GB
2/10/2023	13.6 dry	1min=950ml dry	dry	0.13	dry	GB
2/13/2023	13.6 dry	1min=1000ml dry	dry	0.13	dry	GB
2/23/2023	13.6 dry	1min=950ml dry	dry	0.13	dry	GB
3/1/2023	13.6 dry	1min=1000ml dry	dry	0.13	dry	GB
3/8/2023	13.6 dry	1min=1000ml dry	dry	0.14	dry	GB
3/23/2023	13.8 dry	1min=1250 dry	dry	0.13	dry	GB
3/30/2023	13.8 dry	1min=1250 dry	dry	0.13	dry	GB
4/5/2023	13.8 dry	1min=1300ml dry	dry	0.14	dry	GB
4/12/2023	13.6 dry	1min=1300ml dry	dry	0.14	dry	GB
4/21/2023	13.6 dry	1min=1250ml dry	dry	0.13	dry	GB
4/28/2023	13.6 dry	1min=1300ml dry	dry	0.13	dry	GB
5/5/2023	13.8 dry	1min=1/3 gal dry	dry	0.16	dry	GB
5/12/2023	13.9 dry	1min=1/2gal dry	dry	0.17	dry	GB
5/17/2023	15.3 1min=400ml	1min=1gal dry	wet	0.24	dry	GB

Perometer Readings for 2023

	P 1/2	P/3	P/4	P/5	P/6	P/11	P/12	lake level	Inspector
Jan 5 2023 1pm	dry	void	21.3	23.7	dry	16.1	23.3	13.2	GB/DS
Feb 13 2023	Dry	void	21.3	23.4	dry	14.9	23.1	13.6	GB
Mar 30 2023	dry	void	21.4	23.3	dry	14.9	14.9	13.1	GB
Apr 12 2023	dry	void	21.2	21.9	dry	13.2	23.2	13.6	GB
May 17 2023	dry	void	21.2	20.2	23.2	12.3	21.4	15.3	GB

CCAAC New Build Inspection Report

Date Inspected: 5-5-23

Inspected by: Bob Smith

Zoned R-1 Lot ²⁰⁴203 Unit: 5 Parcel #: 4619305262

Owner: Preston Adamson Phone: 719-429-1215

Physical Address: 4100 Ouray Colorado Blvd → Mesita - left on Ouray

Minimum Sq. Ft. Required 1000 Actual build sq. Ft. 1612
combined

Lot size: 34,412 sq. ft. % can be covered 50 Covered % 7.5%
2668

Colorado City Covenants reviewed? Yes No

.79 acres for two lots.

Question	Approved	
Structure: _____ ?	<input checked="" type="radio"/> Yes	No
Form: <u>Wood Frame</u> _____ ?	<input checked="" type="radio"/> Yes	No
Texture: <u>Stucco</u> _____ ?	<input checked="" type="radio"/> Yes	No
Color: <u>Tan</u> _____ ?	<input checked="" type="radio"/> Yes	No
Ext. Appurtenances <u>None shown</u> ?	<input checked="" type="radio"/> Yes	No
Property lines Marked? _____	<input checked="" type="radio"/> Yes	No
Structure lines Marked? _____	<input checked="" type="radio"/> Yes	No

Property Set Backs

Required	Actual	Required	Actual
Front: <u>25</u>	<u>109</u> <input checked="" type="radio"/> Pass / Fail	Rear: <u>15</u>	<u>49</u> <input checked="" type="radio"/> Pass

Side: 5' *Not less than 15 total* 16 Pass / Fail CCAAC member: Approved / Disapproved

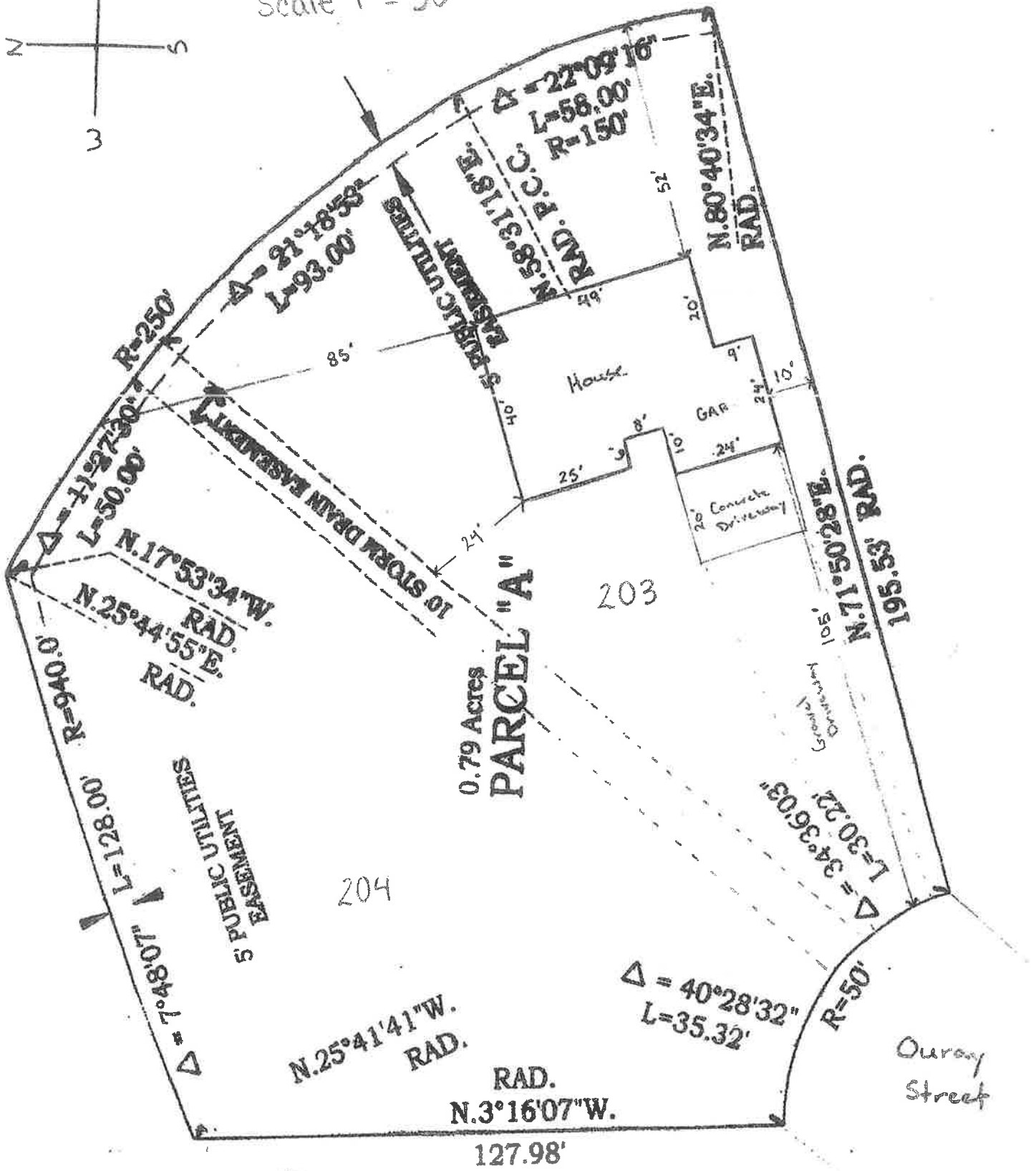
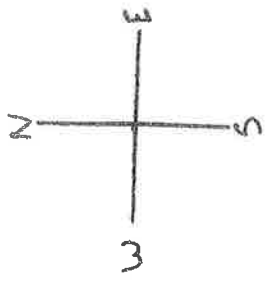
Information / corrections Required on:

_____ for final approval
CCAAC Member Signature Bob Smith

Additional Notes:
Construction had been started - see picture - but county had stopped it due to administrative issues

Preston Adamson

Scale 1" = 30'



Zoning R-1
 Lots 203+204 Unit 5
 Parcel # 4619305262
 4100 Ouray Street, Colorado City