



**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 25, 2021 beginning at 6:00 p.m.

1. Property sale proposal Unit 29 Lot 542
2. Proposal for the playground in Applewood
3. Proposal for Dam ( RJH)
4. Proposal for SCADA (CMS and RTC)
5. CCAAC procedures request

**BOARD OF DIRECTORS REGULAR MEETING**

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, May 25, 2021 beginning at 6:15 p.m.

- |   |   |                   |                   |                       |                   |                    |                   |
|---|---|-------------------|-------------------|-----------------------|-------------------|--------------------|-------------------|
| <ol style="list-style-type: none"> <li>1. CALL TO ORDER.</li> <li>2. PLEDGE OF ALLEGIANCE.</li> <li>3. MOMENT OF SILENT REFLECTION.</li> <li>4. QUORUM CHECK.</li> <li>5. APPROVAL OF AGENDA.</li> <li>6. APPROVAL OF MINUTES.</li> </ol>                                   | <table border="0"> <tr> <td>Regular Meeting</td> <td>April 27,2021</td> </tr> <tr> <td>Study Session</td> <td>May 11, 2021</td> </tr> <tr> <td>Regular Meeting</td> <td>May 11, 2021</td> </tr> </table>  | Regular Meeting   | April 27,2021     | Study Session         | May 11, 2021      | Regular Meeting    | May 11, 2021      |
| Regular Meeting   | April 27,2021   |                   |                   |                       |                   |                    |                   |
| Study Session   | May 11, 2021  |                   |                   |                       |                   |                    |                   |
| Regular Meeting   | May 11, 2021  |                   |                   |                       |                   |                    |                   |
| <ol style="list-style-type: none"> <li>7. BILLS PAYABLE.</li> <li>8. FINANCIAL REPORT.</li> <li>9. OPERATIONAL REPORT.</li> <li>10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.</li> <li>11. CITIZENS INPUT.</li> <li>12. ATTORNEYS REPORT.</li> </ol> |   |                   |                   |                       |                   |                    |                   |
| <ol style="list-style-type: none"> <li>13. AGENDA ITEMS:</li> </ol>   | <table border="0"> <tr> <td style="padding-left: 40px;">Property Proposal</td> <td>Discussion/Action</td> </tr> <tr> <td style="padding-left: 40px;">Proposal for Dam work</td> <td>Discussion/Action</td> </tr> <tr> <td style="padding-left: 40px;">Proposal for Scada</td> <td>Discussion/Action</td> </tr> </table> | Property Proposal | Discussion/Action | Proposal for Dam work | Discussion/Action | Proposal for Scada | Discussion/Action |
| Property Proposal   | Discussion/Action   |                   |                   |                       |                   |                    |                   |
| Proposal for Dam work   | Discussion/Action   |                   |                   |                       |                   |                    |                   |
| Proposal for Scada  | Discussion/Action   |                   |                   |                       |                   |                    |                   |
| <ol style="list-style-type: none"> <li>14. OLD BUSINESS.</li> </ol>   | <p>Covenants Lawyer / Security cameras proposal /Community clean up/<br/>working on proposal for all swings set to be up graded</p>   |                   |                   |                       |                   |                    |                   |
| <ol style="list-style-type: none"> <li>15. NEW BUSINESS:</li> </ol>   |   |                   |                   |                       |                   |                    |                   |

16. CCACC

A. Reviews form CCAAC

- |                       |        |
|-----------------------|--------|
| 1. 4531 Manitou Drive | Shed   |
| 2. 5202 Cuerno Verde  | Garage |

B. Actions

spread sheet and motion to send out letters from spread sheets

17. CORRESPONDENCE.

18. EXECUTIVE SESSION:

19. 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 21, 2021**

**James Eccher is inviting you to a scheduled Zoom meeting.**

**Topic: Colorado City Metropolitan District Study/Meeting May11, 2021**

**Time: May 11, 2021 06:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/85079510795?pwd=TEViWkRabTN4TG54L2tHT2ovNmwrzd09>**

**Meeting ID: 850 7951 0795**

**Passcode: 822961**

**One tap mobile**

**+13462487799,,85079510795#,,,,\*822961# US (Houston)**

**+16699009128,,85079510795#,,,,\*822961# US (San Jose)**

**Dial by your location**

**+1 346 248 7799 US (Houston)**

**+1 669 900 9128 US (San Jose)**

**+1 253 215 8782 US (Tacoma)**

**+1 312 626 6799 US (Chicago)**

**+1 646 558 8656 US (New York)**

**+1 301 715 8592 US (Washington DC)**

**Meeting ID: 850 7951 0795**

**Passcode: 822961**

**Find your local number: <https://us02web.zoom.us/j/kc6MIPrOlj>**



Colorado City Metropolitan District

This property was talked about on Sept 22, 2020 Unit 29 Lot 542. She offered at the time \$3000, and the board countered with \$5000 at that meeting. She has brought in the paperwork with an offer at this time for \$5000 which is what the counter was for is the board still willing to take and honor due to that it is 5 months later.

James P Eccher  
District Manager  
Colorado City Metropolitan District  
719-676-3396



1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission,  
2 (CBS4-6-15) (Mandatory 1-16)  
3

4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR  
5 OTHER COUNSEL BEFORE SIGNING.  
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**  
8 **(LAND)**

9  Property with No Residences)  
10  Property with Residences-Residential Addendum Attached)  
11

12 Date: 21 May 2021

13 **AGREEMENT**

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

16 2. **PARTIES AND PROPERTY.**

17 2.1. **Buyer.** Buyer, Velda K. Spicer  
18 will take title to the Property described below as  Joint Tenants  Tenants In Common  Other \_\_\_\_\_  
19

20 2.2. **No Assignability.** This Contract is Not assignable by Buyer unless otherwise specified in Additional Provisions.  
21

22 2.3. **Seller.** Seller, \_\_\_\_\_ is  
the current owner of the Property described below.

23 2.4. **Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:  
24

25 Lot # 542 OR 4733129218 in Colorado City, CO 81019  
26 unit 29  
27

28 known as No. TBD Terlesa Dr Colorado City, CO 81019  
29 Street Address City State Zip  
30

31 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of  
32 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).  
33

34 2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

35 2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price  
36 unless excluded under Exclusions:  
37

38 N/A  
39  
40  
41

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

44 2.5.2. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and  
45 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A  
46 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.  
47

48 2.6. **Exclusions.** The following items are excluded (Exclusions):  
49

50 NA  
51  
52  
53

54  2.7. **Water Rights, Well Rights, Water and Sewer Taps.**

55  2.7.1. **Deeded Water Rights.** The following legally described water rights:

*None*

57  
58 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

59  2.7.2. **Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,  
60 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

*None*

61  
62  2.7.3. **Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that  
64 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household  
65 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been  
66 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must  
67 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing  
68 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well  
69 Permit # is N/A.

70  2.7.4. **Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

*None*

71  
72 2.7.5. **Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
74 conveyed as part of the Purchase Price as follows:

*None*

75  
76  
77  
78  
79 If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of  
80 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

81 2.7.6. **Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
82 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the  
83 applicable legal instrument at Closing.

84 2.8. **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

*None*

88 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	<i>\$5,000 upon Acceptance</i>
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	<i>6/7/2021</i>
3	§ 8.2	Record Title Objection Deadline	<i>6/8/2021</i>
4	§ 8.3	Off-Record Title Deadline	<i>N/A</i>
5	§ 8.3	Off-Record Title Objection Deadline	<i>N/A</i>
6	§ 8.4	Title Resolution Deadline	<i>6/9/2021</i>
7	§ 8.6	Right of First Refusal Deadline	<i>N/A</i>
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	<i>NA</i>
9	§ 7.4	Association Documents Objection Deadline	<i>NA</i>
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	<i>NA</i>
		<b>Loan and Credit</b>	
11	§ 5.1	Loan Application Deadline	<i>NA</i>
12	§ 5.2	Loan Objection Deadline	<i>NA</i>
13	§ 5.3	Buyer's Credit Information Deadline	<i>NA</i>
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<i>NA</i>
15	§ 5.4	Existing Loan Documents Deadline	<i>NA</i>
16	§ 5.4	Existing Loan Documents Objection Deadline	<i>NA</i>

17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
<b>Appraisal</b>			
19	§ 6.2	Appraisal Deadline	N/A
20	§ 6.2	Appraisal Objection Deadline	N/A
21	§ 6.2	Appraisal Resolution Deadline	N/A
<b>Survey</b>			
22	§ 9.1	New ILC or New Survey Deadline	N/A
23	§ 9.3	New ILC or New Survey Objection Deadline	N/A
24	§ 9.4	New ILC or New Survey Resolution Deadline	N/A
<b>Inspection and Due Diligence</b>			
25	§ 10.3	Inspection Objection Deadline	N/A
26	§ 10.3	Inspection Resolution Deadline	N/A
27	§ 10.5	Property Insurance Objection Deadline	N/A
28	§ 10.6	Due Diligence Documents Delivery Deadline	N/A
29	§ 10.6	Due Diligence Documents Objection Deadline	N/A
30	§ 10.6	Due Diligence Documents Resolution Deadline	N/A
31	§ 10.6	Environmental Inspection Objection Deadline	N/A
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
<b>Closing and Possession</b>			
36	§ 12.3	Closing Date	
37	§ 17	Possession Date	6/11/2021
38	§ 17	Possession Time	upon closing
39	§ 28	Acceptance Deadline Date	upon closing
40	§ 28	Acceptance Deadline Time	6/18/2021 12:00 NOON MDT

89 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,  
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,  
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If  
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.  
94

95 **4. PURCHASE PRICE AND TERMS.**

96 **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	\$ 5,000	
2	§ 4.3	Earnest Money		\$ 5,000
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		<b>TOTAL</b>	\$ 5,000	\$ 5,000

97 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0 (Seller Concession). The Seller  
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
99 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the  
100 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items  
101 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or  
102 credit Buyer elsewhere in this Contract.

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

111 4.3.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
112 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

113 4.3.2. **Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to  
114 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided  
115 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute  
116 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three  
117 days of Seller's receipt of such form.

118 4.4. **Form of Funds; Time of Payment; Available Funds.**

119 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
120 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
121 check, savings and loan teller's check and cashier's check (Good Funds).

122 4.4.2. **Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be  
123 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at  
124 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this  
125 Contract,  Does  Does Not have funds that are immediately verifiable and available in an amount not less than the amount  
126 stated as Cash at Closing in § 4.1.

127 4.5. **New Loan.**

128 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan  
129 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

130 4.5.2. **Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
131 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

132 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
133  Conventional  Other

134 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption  
135 Balance set forth in § 4.1, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
136 presently at the rate of \_\_\_\_\_ % per annum, and also including escrow for the following as indicated:  Real Estate Taxes  
137  Property Insurance Premium and

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

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

147 4.7. **Seller or Private Financing.**

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

152 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,   
153 Buyer  Seller will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before  
154 **Seller or Private Financing Deadline**.

155 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
156 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost  
157 and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**,  
158 if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

159 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
160 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its  
161 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**



162 or **Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective  
163 discretion.

164

**TRANSACTION PROVISIONS**

165 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

166 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
167 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
168 by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

169 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
170 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
171 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.  
172 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to  
173 Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE**  
174 **BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except  
175 as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

176 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole  
177 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole  
178 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's  
179 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit  
180 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information  
181 and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest  
182 in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under  
183 § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective  
184 discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

185 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
186 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole  
187 benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer  
188 has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any  
189 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the  
190 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,  
191 except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will  
192 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective  
193 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth  
194 in § 4.6.

195 **6. APPRAISAL PROVISIONS.**

196 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged  
197 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set  
198 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property  
199 to be valued at the Appraised Value.

200 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth  
201 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

202 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
203 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
204 **Objection Deadline**, notwithstanding § 8.3 or § 13:

205 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

206 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
207 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

208 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
209 **Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
210 **Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written  
211 withdrawal of the Appraisal Objection before such termination, i.e. on or before expiration of **Appraisal Resolution Deadline**.  
212

213 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,  
214 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
215 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of  
216 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.  
217 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the

NA

parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

**7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

**7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

**7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the following:

**7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;

**7.2.2.** Minutes of most recent annual owners' meeting;

**7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and

**7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

**7.3. Association Documents to Buyer.**

**7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

**8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

**8.1. Evidence of Record Title.**

**8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

**8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must

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**31. ATTACHMENTS.**

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

*NONE*

**31.2.** The following disclosure forms are attached but are not a part of this Contract:

*NONE*

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**SIGNATURES**

Buyer's Name: *Velda K. Spicer*

Buyer's Name: \_\_\_\_\_

*Velda K. Spicer* *21 May 2021*  
Buyer's Signature Date

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

791 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]**

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**32. COUNTER; REJECTION.** This offer is  Countered  Rejected.  
Initials only of party (Buyer or Seller) who countered or rejected offer \_\_\_\_\_

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

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

(To be completed by Broker working with Buyer)

*No Commissions will be paid*

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. 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.

Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  Transaction-Broker in this transaction.

This is a Change of Status.

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

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

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

(To be completed by Broker working with Seller)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. 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.

Broker is working with Seller as a  Seller's Agent  Buyer's Agent  Transaction-Broker in this transaction.

This is a Change of Status.

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

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

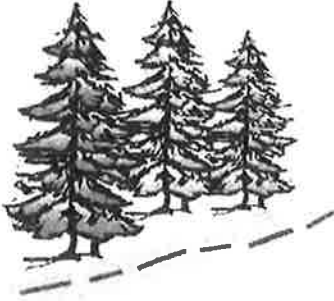
Fax No.: \_\_\_\_\_

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

MLS #: S186624S (Sold) List Price: \$4,000

4230 Chaffee Colorado City, CO 81019

<b>Selling Price:</b> \$3,700	<b>Selling Date:</b> 7/10/2020	<b>Selling Office Name:</b> Southern Colo RE Brokers (#:500)	<b>Selling Agent Name:</b> Stephanie Bratcher (#:2167)
<b>Financing:</b> Cash	<b>Seller Points Paid:</b> No	<b>Seller Points Paid Amount:</b> 0	<b>Seller Contribution Paid:</b> 0
<b>Owner Carry:</b> No	<b>Down Payment Assistance:</b> 0		<b>Sale Type:</b> Arms Length Sale
<b>Addl Sold Comments:</b> 0			



**Total Acres:** 0.185  
**Acreage Range:**  
**Acreage Source:** Court House  
**Possible Use:** Single Family

**Sub Area:** Colorado City  
**Area:** Southwest County  
**School District:** 70  
**County:** Pueblo  
**Taxes:** 103.76  
**Prior Tax Year:** 2019

**Legal Description:** LOT 160 UNIT 9 COLORADO CITY AMENDED

**Parcel Number:** 4713409224

**Lot:** 160 **Block:** n/a

**Tract/Filing/Unit:** 9

**Parcel #-2:**

**Deed Provided:** Special

**Water Rights:** No

**Description:**

**Frontage:**

**Lot Faces:**

**Zoning:** R-2

**Irregular Lot Size:** Yes

**Lot Dimensions:**

**Lot SqFt:** 8052

**POA Fees:**

**HOA Dues:**

**HOA Inclusions:** None

**Property Disclosure Avail:** No

**Provide Property Disc:** No

**Disclosure:** None

**Documents on File:** No Documents

**Variable Commission:** Yes

**Comm BA % or \$:** 3

**Comm TB % or \$:** 3

**Possession:**

**Earnest Money Required:** 500

**Earnest Money To:** Fidelity Title

**Terms:** Cash

**Showing Instructions:** None

**Ownership:** Seller

**Exclusions:** None

**Topography/Lot Description:** View, Irregular

**Crops:** None

**Access:** Unpaved

**Irrigation:** None

**Water Company:** CoCityMetr

**Extras:** None

**Water:** None

**Curbs/Gutters:**

**Sewer:** None

**Curbs & Gutters:** No Curbs, No Gutters

**Electric Co:**

**Structures:**

**Electric:**

**Marquee:**

**Gas Company:** Other

**Mineral Rights:**

**Gas:**

**Grazing Rights:**

**Public Remarks:** Great building site in Colorado City. Mountain views, Green belt in back for additional open space. Water and sewer in the street. Close to swimming pool and Valley Market, only 20 min. from Pueblo.

**Directions:** Take Exit 74 off I-25, turn right onto Hwy 165. Turn right onto Crow Cult-off. Turn left onto Cuerno Verde, right onto Jefferson and a right onto Chaffee Dr. Lot is on the Right.

**MLS/Agent Only Remarks:** Agent Using CTMe Contracts. Buyer to Verify Utilities.

**List Date:** 6/16/2020

**Days On Market:** 25

**Contract Date:** 6/21/2020

**Appointment Contact #:**

**Orig LP:** \$4,000

**Internet:** Yes

**DsplyAddr:** Yes

**AllowAVM:** No

**AllowCmnts:** No

**Photo:** Provided

**Listing Office:** Southern Colo RE Brokers (#:500)

**Listing Agent:** Jacque Wachob (#:1589)

**Main:** (719) 676-4477

**Agent Email:** [jacque@jawachob.com](mailto:jacque@jawachob.com)

**Fax:** (719) 676-2004

**Contact #:** (719) 676-4477

**Showing #:** (719) 676-4477

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S186624S

MLS #: S186503S (Sold) List Price: \$1,900

4517 Brush Creek Dr Colorado City, CO 81019

**Selling Price:** \$1,900    **Selling Date:** 6/19/2020    **Selling Office Name:** RE/MAX Associates (#:934)    **Selling Agent Name:** Lacey McCarthy (#:2213)  
**Financing:** Cash    **Seller Points Paid:** No    **Seller Points Paid Amount:** 0    **Seller Contribution Paid:** 0  
**Owner Carry:** No    **Down Payment Assistance:** 0    **Sale Type:** Arms Length Sale  
**Add Sold Comments:** None

No Photo Available

**Total Acres:** 0.221    **Sub Area:** Colorado City  
**Acreage Range:**    **Area:** Southwest County  
**Acreage Source:** Court House    **School District:** 70  
**Possible Use:** Single Family    **County:** Pueblo  
**Taxes:** 39.36  
**Prior Tax Year:** 2019

**Legal Description:** LOT 1307 UNIT 14 COLORADO CITY AMENDED

**Parcel Number:** 4618414296

**Parcel #-2:**

**Lot:** 1307    **Block:** N/A    **Tract/Filing/Unit:** 14    **Deed Provided:** Special  
**Water Rights:** No    **Description:**  
**Frontage:**    **Lot Faces:**    **Zoning:** R-4  
**Irregular Lot Size:** Yes    **Lot Dimensions:**    **Lot SqFt:** 9630  
**POA Fees:**    **HOA Dues:**    **HOA Inclusions:** None

**Property Disclosure Avail:** Yes    **Provide Property Disc:** Yes

**Disclosure:** None

**Documents on File:** No Documents

**Variable Commission:** Yes

**Comm BA % or \$:** 3

**Comm TB % or \$:** 3

**Possession:**

**Earnest Money Required:** 250

**Earnest Money To:** Capstone Title

**Terms:** Cash

**Showing Instructions:** None

**Ownership:** Seller

**Exclusions:**

**Topography/Lot Description:** Flat, View, Mountain View

**Crops:** None

**Access:** Easement, Unpaved

**Irrigation:** None

**Water Company:** CoCityMetr

**Extras:** None

**Water:** Public

**Curbs/Gutters:**

**Sewer:** None

**Curbs & Gutters:** No Curbs, No Gutters

**Electric Co:**

**Structures:**

**Electric:**

**Marquee:**

**Gas Company:** None

**Mineral Rights:**

**Gas:**

**Grazing Rights:**

**Public Remarks:**

**Directions:** FROM I-25 HEADED SOUTH TAKE EXIT 74 THEN TURN RIGHT ON E. JEFFERSON BLVD., LEFT ON SANDY CREEK DR., AND RIGHT ONTO BRUSH CREEK DR.

**MLS/Agent Only Remarks:** SOLD BEFORE LISTED. NO COMMISSION ON SELLER CONCESSIONS.

**List Date:** 5/26/2020

**Days On Market:** 25

**Contract Date:** 6/2/2020

**Appointment Contact #:**

**Orig LP:** \$1,900

**Internet:** Yes

**DsplyAddr:** Yes

**AllowAVM:** No

**AllowCmmts:** No

**Photo:** N/A-Land

**Listing Office:** RE/MAX Associates (#:934)

**Listing Agent:** Lacey McCarthy (#:2213)

**Main:** (719) 583-8383

**Agent Email:** [lmccarthy@remax.net](mailto:lmccarthy@remax.net)

**Fax:** (719) 583-1999

**Contact #:** (719) 252-4050

**Showing #:** (719) 583-8383

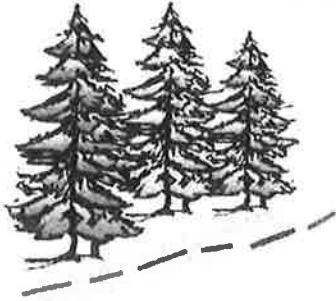
Information Herein Deemed Reliable but Not Guaranteed

MLS #: S186503S

MLS #: S186498S (Sold) List Price: \$1,500

4561 Boone Ave Colorado City, CO 81019

Selling Price: \$1,400    Selling Date: 6/22/2020    Selling Office Name: Southern Colo RE Brokers (#:500)    Selling Agent Name: Stephanie Bratcher (#:2167)  
 Financing: Cash    Seller Points Paid: No    Seller Points Paid Amount: 0    Seller Contribution Paid: 0  
 Owner Carry: No    Down Payment Assistance: 0    Sale Type: Arms Length Sale  
 Addl Sold Comments: 0



Total Acres: 0.155  
 Acreage Range:  
 Acreage Source: Court House  
 Possible Use: Single Family

Sub Area: Colorado City  
 Area: Southwest County  
 School District: 70  
 County: Pueblo  
 Taxes: 44.72  
 Prior Tax Year: 2019

Legal Description: LOT 162 UNIT 1 COLORADO CITY AMENDED

Parcel Number: 4724301304

Lot: 162    Block: n/a

Tract/Filing/Unit: 1

Parcel #-2:

Deed Provided: Special

Water Rights: No

Description:

Frontage:

Lot Faces:

Zoning: R-2

Irregular Lot Size: Yes

Lot Dimensions:

Lot SqFt: 6752

POA Fees:

HOA Dues:

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Variable Commission: Yes

Comm BA % or \$: 3

Comm TB % or \$: 3

Possession:

Earnest Money Required: 250

Earnest Money To: Fidelity Title

Terms: Cash

Showing Instructions: None

Ownership: Seller

Exclusions: None

Topography/Lot Description: View, Irregular

Crops: None

Access: Easement

Irrigation: None

Water Company: CoCityMetr

Extras: None

Water: None

Curbs/Gutters:

Sewer: None

Curbs & Gutters: No Curbs, No Gutters

Electric Co:

Structures:

Electric:

Marquee:

Gas Company: Other

Mineral Rights:

Gas:

Grazing Rights:

Public Remarks: Beautiful Lot, Close to Valley Market and Hwy 165. 20 minutes from Pueblo

Directions: Take Exit 74 off I 25, Turn right onto Hwy 165. Turn right onto Bent Brothers Blvd, Left onto Val Verde Cir. Left onto Beckwith Dr, Right on Walsen Dr. Turn Right onto Boone Dr, lot is on the right.

MLS/Agent Only Remarks: Agent using CTMe Contracts. Buyer to verify all utilities

List Date: 6/8/2020

Days On Market: 15

Contract Date: 6/9/2020

Appointment Contact #:

Orig LP: \$1,500

Internet: Yes

DsplyAddr: Yes

AllowAVM: No

AllowCmmts: No

Photo: Provided

Listing Office: Southern Colo RE Brokers (#:500)

Listing Agent: Jacque Wachob (#:1589)

Main: (719) 676-4477

Agent Email: jacque@jawachob.com

Fax: (719) 676-2004

Contact #: (719) 676-4477

Showing #: (719) 676-4477

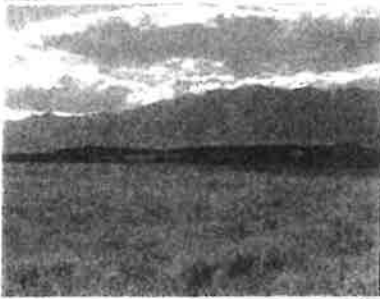
Information Herein Deemed Reliable but Not Guaranteed

MLS #: S186498S

MLS #: S181544S (Sold) List Price: \$2,000

4520 Barela Colorado City, CO 81019

**Selling Price:** \$1,500     **Selling Date:** 6/26/2020     **Selling Office Name:** Southern Colo RE Brokers (#:500)     **Selling Agent Name:** Stephanie Bratcher (#:2167)  
**Financing:** Cash     **Seller Points Paid:** No     **Seller Points Paid Amount:** 0     **Seller Contribution Paid:** 0  
**Owner Carry:** No     **Down Payment Assistance:** 0     **Sale Type:** Arms Length Sale  
**Addl Sold Comments:** 0



**Total Acres:** 0.314     **Sub Area:** Colorado City  
**Acreage Range:**     **Area:** Southwest County  
**Acreage Source:** Court House     **School District:** 70  
**Possible Use:** Single Family, Multi-Family     **County:** Pueblo  
**Taxes:** 65.02  
**Prior Tax Year:** 2018

**Legal Description:** LOT 49 UNIT 10 COLO CITY

**Parcel Number:** 4724110049

**Lot:** 49     **Block:** n/a

**Tract/Filing/Unit:** 10

**Parcel #2:**

**Deed Provided:** Special Description:

**Water Rights:** No

**Lot Faces:**

**Zoning:** R-5

**Frontage:**

**Lot Dimensions:**

**Lot SqFt:** 13680

**Irregular Lot Size:** Yes

**POA Fees:**

**HOA Dues:**

**HOA Inclusions:** None

**Property Disclosure Avail:** No

**Provide Property Disc:** No

**Disclosure:** None

**Documents on File:** No Documents

**Variable Commission:** Yes

**Comm BA % or \$:** 3

**Comm TB % or \$:** 3

**Possession:**

**Earnest Money Required:** 500

**Earnest Money To:** Fidelity Title

**Terms:** Cash

**Showing Instructions:** None

**Ownership:** Seller

**Exclusions:** none

**Topography/Lot Description:** Slight Slope, Cul-de-Sac, View, Mountain View, Irregular

**Crops:** None

**Access:** Easement

**Irrigation:** None

**Water Company:** CoCityMetr

**Extras:** None

**Water:** None

**Curbs/Gutters:**

**Sewer:** None

**Curbs & Gutters:** No Curbs, No Gutters

**Electric Co:**

**Structures:**

**Electric:**

**Marquee:**

**Gas Company:** Other

**Mineral Rights:**

**Gas:**

**Grazing Rights:**

**Public Remarks:** This lot is for investors that want to hold on to it until the area is developed. Its over 1/3 acre and zoned for multi-family. No water, sewer or finished roads are available but the price makes it worth waiting until the area is developed. Beautiful Views from this lot! Close to Hwy 165, 20 minutes to Pueblo.

**Directions:** Take Exit 74 off I-25. Turn right onto Hwy 165. Turn right onto Crow Cutoff. Turn Left onto Barela Dr, Turn Right onto Barela Ct. Lot is on the right.

**MLS/Agent Only Remarks:** Agent using CTMe Contacts. Buyer to Verify utilities

**List Date:** 8/7/2019

**Days On Market:** 325

**Contract Date:** 6/10/2020

**Appointment Contact #:**

**Orig LP:** \$2,000

**Internet:** Yes

**DsplyAddr:** Yes

**AllowAVM:** No

**AllowCmnts:** No

**Photo:** Provided

**Listing Office:** Southern Colo RE Brokers (#:500)

**Listing Agent:** Stephanie Bratcher (#:2167)

**Main:** (719) 676-4477

**Agent Email:** [stephanie@socoreb.com](mailto:stephanie@socoreb.com)

**Fax:** (719) 676-2004

**Contact #:** (719) 424-9237

**Showing #:** (719) 676-4477

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S181544S



MLS #: S181544S (Sold) List Price: \$2,000

4520 Barela Colorado City, CO 81019

**Selling Price:** \$1,500    **Selling Date:** 6/26/2020    **Selling Office Name:** Southern Colo RE Brokers (#:500)    **Selling Agent Name:** Stephanie Bratcher (#:2167)  
**Financing:** Cash    **Seller Points Paid:** No    **Seller Points Paid Amount:** 0    **Seller Contribution Paid:** 0  
**Owner Carry:** No    **Down Payment Assistance:** 0    **Sale Type:** Arms Length Sale  
**Add Sold Comments:** 0



**Total Acres:** 0.314  
**Acreage Range:**  
**Acreage Source:** Court House  
**Possible Use:** Single Family, Multi-Family

**Sub Area:** Colorado City  
**Area:** Southwest County  
**School District:** 70  
**County:** Pueblo  
**Taxes:** 65.02  
**Prior Tax Year:** 2018

**Legal Description:** LOT 49 UNIT 10 COLO CITY

**Parcel Number:** 4724110049

**Lot:** 49    **Block:** n/a    **Tract/Filing/Unit:** 10

**Water Rights:** No

**Frontage:**

**Irregular Lot Size:** Yes

**POA Fees:**

**HOA Dues:**

**Lot Dimensions:**

**HOA Inclusions:** None

**Parcel #-2:**  
**Deed Provided:** Special  
**Description:**

**Zoning:** R-5

**Lot SqFt:** 13680

**Property Disclosure Avail:** No

**Disclosure:** None

**Documents on File:** No Documents

**Variable Commission:** Yes

**Earnest Money Required:** 500

**Terms:** Cash

**Ownership:** Seller

**Exclusions:** none

**Comm BA % or \$:** 3

**Comm TB % or \$:** 3

**Possession:**

**Earnest Money To:** Fidelity Title

**Showing Instructions:** None

**Provide Property Disc:** No

**Topography/Lot Description:** Slight Slope, Cul-de-Sac, View, Mountain View, Irregular

**Access:** Easement

**Water Company:** CoCityMetr

**Water:** None

**Sewer:** None

**Electric Co:**

**Electric:**

**Gas Company:** Other

**Gas:**

**Crops:** None

**Irrigation:** None

**Extras:** None

**Curbs/Gutters:**

**Curbs & Gutters:** No Curbs, No Gutters

**Structures:**

**Marquee:**

**Mineral Rights:**

**Grazing Rights:**

**Public Remarks:** This lot is for investors that want to hold on to it until the area is developed. Its over 1/3 acre and zoned for multi-family. No water, sewer or finished roads are available but the price makes it worth waiting until the area is developed. Beautiful Views from this lot! Close to Hwy 165, 20 minutes to Pueblo.

**Directions:** Take Exit 74 off I-25. Turn right onto Hwy 165. Turn right onto Crow Cutoff. Turn Left onto Barela Dr, Turn Right onto Barela Ct. Lot is on the right.

**MLS/Agent Only Remarks:** Agent using CTMe Contacts. Buyer to Verify utilities

**List Date:** 8/7/2019

**Days On Market:** 325

**Contract Date:** 6/10/2020

**Appointment Contact #:**

**Orig LP:** \$2,000

**Internet:** Yes

**DsplyAddr:** Yes

**AllowAVM:** No

**AllowCmnts:** No

**Photo:** Provided

**Listing Office:** Southern Colo RE Brokers (#:500)

**Main:** (719) 676-4477

**Fax:** (719) 676-2004

**Showing #:** (719) 676-4477

**Listing Agent:** Stephanie Bratcher (#:2167)

**Agent Email:** stephanie@socoreb.com

**Contact #:** (719) 424-9237

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S181544S

MLS #: S186731S (Sold) List Price: \$1,500

4776 Anza Dr Colorado City, CO 81019

**Selling Price:** \$1,433      **Selling Date:** 7/17/2020      **Selling Office Name:** Southern Colo RE Brokers (#:500)      **Selling Agent Name:** Stephanie Bratcher (#:2167)

**Financing:** Cash      **Seller Points Paid:** No      **Seller Points Paid Amount:** 0      **Seller Contribution Paid:** 0

**Owner Carry:** No      **Down Payment Assistance:** 0      **Sale Type:** Arms Length Sale

**Addl Sold Comments:** 0



**Total Acres:** 0.145  
**Acreage Range:**  
**Acreage Source:** Court House  
**Possible Use:** Single Family

**Sub Area:** Colorado City  
**Area:** Southwest County  
**School District:** 70  
**County:** Pueblo  
**Taxes:** 44.72  
**Prior Tax Year:** 2019

**Legal Description:** LOT 1286 UNIT NO 1 COLORADO CITY AMENDED

**Parcel Number:** 4724201260

**Parcel #:** 2

**Lot:** 1286      **Block:** n/a      **Tract/Filing/Unit:** 1      **Deed Provided:** Special

**Water Rights:** No      **Description:**

**Frontage:**      **Lot Faces:**      **Zoning:** R-2

**Irregular Lot Size:** Yes      **Lot Dimensions:**      **Lot SqFt:** 6304

**POA Fees:**      **HOA Dues:**      **HOA Inclusions:** None

**Property Disclosure Avail:** No      **Provide Property Disc:** No

**Disclosure:** None

**Documents on File:** No Documents

**Variable Commission:** Yes

**Comm BA % or \$:** 3

**Comm TB % or \$:** 3

**Possession:**

**Earnest Money Required:** 250

**Earnest Money To:** Fidelity Title

**Terms:** Cash

**Showing Instructions:** None

**Ownership:** Seller

**Exclusions:** none

**Topography/Lot Description:** View, Irregular

**Crops:** None

**Access:** Easement

**Irrigation:** None

**Water Company:** CoCityMetr

**Extras:** None

**Water:** None

**Curbs/Gutters:**

**Sewer:** None

**Curbs & Gutters:** No Curbs, No Gutters

**Electric Co:**

**Structures:**

**Electric:**

**Marquee:**

**Gas Company:** Other

**Mineral Rights:**

**Gas:**

**Grazing Rights:**

**Public Remarks:** Beautiful lot close to Valley Market and Hwy 165. Only minuets from Lake Beckwith and 20 minuets from Pueblo.

**Directions:** Take Exit 74 off I-25. Turn right onto Hwy 165. Turn right onto Bent Brothers Blvd, Left onto Valverde Cir. Left onto Fremont, and left on Anza Dr. Lot is on the right.

**MLS/Agent Only Remarks:** Agent Using CTMe Contracts. No water or sewer in road. Buyer to verify utilities.

**List Date:** 6/22/2020

**Days On Market:** 26

**Contract Date:** 6/25/2020

**Appointment Contact #:**

**Orig LP:** \$1,500

**Internet:** Yes

**DsplyAddr:** Yes

**AllowAVM:** No

**AllowCmmts:** No

**Photo:** Provided

**Listing Office:** Southern Colo RE Brokers (#:500)

**Listing Agent:** Jacque Wachob (#:1589)

**Main:** (719) 676-4477

**Agent Email:** [jacque@jawachob.com](mailto:jacque@jawachob.com)

**Fax:** (719) 676-2004

**Contact #:** (719) 676-4477

**Showing #:** (719) 676-4477

Information Herein Deemed Reliable but Not Guaranteed

MLS #: S186731S

MLS #: S186493S (Sold) List Price: \$1,500

4747 Anza Dr Colorado City, CO 81019

<b>Selling Price:</b> \$1,400	<b>Selling Date:</b> 6/22/2020	<b>Selling Office Name:</b> Southern Colo RE Brokers (#:500)	<b>Selling Agent Name:</b> Stephanie Bratcher (#:2167)
<b>Financing:</b> Cash	<b>Seller Points Paid:</b> No	<b>Seller Points Paid Amount:</b> 0	<b>Seller Contribution Paid:</b> 0
<b>Owner Carry:</b> No	<b>Down Payment Assistance:</b> 0	<b>Sale Type:</b> Arms Length Sale	

Add Sold Comments: 0



**Total Acres:** 0.164  
**Acreage Range:**  
**Acreage Source:** Court House  
**Possible Use:** Single Family

**Sub Area:** Colorado City  
**Area:** Southwest County  
**School District:** 70  
**County:** Pueblo  
**Taxes:** 44.72  
**Prior Tax Year:** 2019

**Legal Description:** LOT 1275 UNIT 1 COLORADO CITY AMENDED

**Parcel Number:** 4724201169

**Lot:** 1275 **Block:** n/a

**Tract/Filing/Unit:** 1

**Parcel #:** 2

**Deed Provided:** Special

**Water Rights:** No

**Description:**

**Frontage:**

**Lot Faces:**

**Zoning:** R-2

**Irregular Lot Size:** Yes

**Lot Dimensions:**

**Lot SqFt:** 7136

**POA Fees:**

**HOA Dues:**

**HOA Inclusions:** None

**Property Disclosure Avail:** No

**Provide Property Disc:** No

**Disclosure:** None

**Documents on File:** No Documents

**Variable Commission:** Yes

**Comm BA % or \$:** 3

**Comm TB % or \$:** 3

**Possession:**

**Earnest Money Required:** 250

**Earnest Money To:** Fidelity Title

**Terms:** Cash

**Showing Instructions:** None

**Ownership:** Seller

**Exclusions:** None

**Topography/Lot Description:** View, Irregular

**Crops:** None

**Access:** Easement

**Irrigation:** None

**Water Company:** CoCityMetr

**Extras:** None

**Water:** None

**Curbs/Gutters:**

**Sewer:** None

**Curbs & Gutters:** No Curbs, No Gutters

**Electric Co:**

**Structures:**

**Electric:**

**Marquee:**

**Gas Company:** None

**Mineral Rights:**

**Gas:**

**Grazing Rights:**

**Public Remarks:** Beautiful Lot, Close to Valley Market and Hwy 165. 20 minutes from Pueblo

**Directions:** Take Exit 74 off I 25, Turn right onto Hwy 165. Turn right onto Bent Brothers Blvd, Left onto Val Verde Cir. Left onto Fremont Dr, right onto Anza. Lot is on the left.

**MLS/Agent Only Remarks:** Agent using CTMe Contracts. Buyer to verify all utilities.

**List Date:** 6/8/2020

**Days On Market:** 15

**Contract Date:** 6/9/2020

**Appointment Contact #:**

**Orig LP:** \$1,500

**Internet:** Yes

**DsplyAddr:** Yes

**AllowAVM:** No

**AllowCmnts:** No

**Photo:** Provided

**Listing Office:** Southern Colo RE Brokers (#:500)

**Listing Agent:** Jacque Wachob (#:1589)

**Main:** (719) 676-4477

**Agent Email:** [jacque@jawachob.com](mailto:jacque@jawachob.com)

**Fax:** (719) 676-2004

**Contact #:** (719) 676-4477

**Showing #:** (719) 676-4477

Information Herein Deemed Reliable but Not Guaranteed

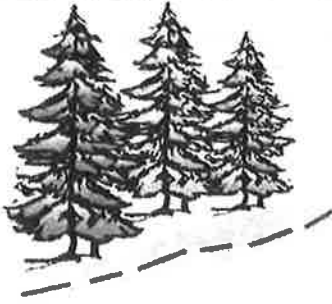
MLS #: S186493S

MLS #: S183845S (Sold) List Price: \$2,000

5041 Anza Dr Colorado City, CO 81019

Selling Price: \$1,400

Selling Date: 6/22/2020



Total Acres: 0.156  
Acreage Source: Court House  
Possible Use: Single Family

Sub Area: Colorado City  
Area: Southwest County  
School District: 70  
County: Pueblo  
Taxes: 44.72  
Prior Tax Year: 2019

Legal Description: LOT 793 UNIT 1 COLORADO CITY AMENDED

Parcel Number: 4723101324

Lot: 793 Block: N/A

Tract/Filing/Unit: 1

Deed Provided: Special

Water Rights: No

Zoning: R-2

Irregular Lot Size: Yes

Lot SqFt: 6795

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Terms: Cash

Showing Instructions: None

Topography/Lot Description: View, Mountain View, Irregular

Crops: None

Access: Paved

Irrigation: None

Water Company: CoCityMetr

Extras: None

Water: None

Curbs & Gutters: No Curbs, No Gutters

Sewer: None

Gas Company: Other

Public Remarks: Nice location for building lot. Water in road, no sewer. Close to Valley market and only 20 Minuets away from Pueblo.

Directions: Take Exit 74 off I-25. Turn right onto Hwy 165. Turn right onto Bent Brothers Blvd, Left onto Valverde Cir. Left onto Fremont, and left on Anza Dr. Lot is on the right.

Information Herein Deemed Reliable but Not Guaranteed  
MLS #: S183845S

**colocitymanager@ghvalley.net**

---

**From:** Perry - DNR, Mark <mark.perry@state.co.us>  
**Sent:** Thursday, May 20, 2021 8:51 AM  
**To:** Mike Graber; James Eccher; Greg Bailey  
**Subject:** Fwd: Topo  
**Attachments:** Beckwith control 5-17-2021.pdf

Hi Jim & Greg,

Dan Wachob forwarded me the attached movement survey from Beckwith Dam -- Mike Graber will need it to do the monitoring evaluation. Please work with Mike to complete Engineering evaluation of the movement survey, inclinometer, seepage, and piezometers readings.

Thank you.  
Mark

**Mark A. Perry, P.E.**  
Dam Safety Engineer  
Colorado Dam Safety



**COLORADO**  
Division of Water Resources  
Department of Natural Resources

P 719-542-3368 x2118 | C 719-250-5606  
314 E. Abriendo Ave., Suite B, Pueblo CO 81004  
[mark.perry@state.co.us](mailto:mark.perry@state.co.us) | <https://dwr.colorado.gov/>

----- Forwarded message -----

**From:** Dan Wachob <[wachob@daeo.net](mailto:wachob@daeo.net)>  
**Date:** Mon, May 17, 2021 at 1:10 PM  
**Subject:** RE: Topo  
**To:** Perry - DNR, Mark <[mark.perry@state.co.us](mailto:mark.perry@state.co.us)>

Mark,

I will pass your request for the profiles along to Alan and keep on top of him so he doesn't forget.

Also, I have attached the recent shots on Beckwith reservoir.

Let me know if you have any questions.

Dan

**From:** Perry - DNR, Mark [mailto:[mark.perry@state.co.us](mailto:mark.perry@state.co.us)]  
**Sent:** Friday, May 14, 2021 12:51 PM  
**To:** Dan Wachob  
**Cc:** Dustin Stambaugh  
**Subject:** Re: Topo

Hi Dan,

Thank you for tracking down the dam topo surveys for Wahatoya Dam and Daigre Dam. I've cc'ed Walsenburg's interim City Administrator, Dustin Stambaugh, so he knows the situation. I believe the survey work was initiated under Dave Hariman (in response to a State Engineer's Office required action).

It looks like Alan did a nice job on the surveys. What I would like to see are profiles plotted along each dam crest and spillway crest showing horz. distances and elevations labeled on the x & y axes, so that I can determine the minimum amount of freeboard at all low areas. PLEASE NOTE: contractually all work is between Alan and the City.

Thanks again for your help. Good to see you the other day!  
Mark

**Mark A. Perry, P.E.**  
Dam Safety Engineer  
Colorado Dam Safety



**COLORADO**  
Division of Water Resources  
Department of Natural Resources

P 719-542-3368 x2118 | C 719-250-5606  
314 E. Abriendo Ave., Suite B, Pueblo CO 81004  
[mark.perry@state.co.us](mailto:mark.perry@state.co.us) | <https://dwr.colorado.gov/>

On Fri, May 14, 2021 at 7:54 AM Dan Wachob <[wachob@daeo.net](mailto:wachob@daeo.net)> wrote:

Mark,

Let me know if there is anything else you need.

Thanks,  
Alan Altman  
Southern Colorado  
Surveying and Mapping  
(719) 679-7343

--  
This email has been checked for viruses by AVG.

<https://urldefense.proofpoint.com/v2/url?u=https->

[3A\\_www.avg.com&d=DwICAg&c=sdnEM9SRGFuMt5z5w3AhsPNahmNicq64TgF1JwNR0cs&r=UbXosVWY7tvP3Ykhreqi-cZremPUNx8nwiYGKtTORFio&m=UvgXSVEZ\\_r3z8oDxuk5lctt25wdGe6bnq0XjD8ZUZY&s=zCqSPrQAdJolv-sHCeU8ilueuhE4OyBosR192torMBw&e=](https://urldefense.proofpoint.com/v2/url?u=https-3A_www.avg.com&d=DwICAg&c=sdnEM9SRGFuMt5z5w3AhsPNahmNicq64TgF1JwNR0cs&r=UbXosVWY7tvP3Ykhreqi-cZremPUNx8nwiYGKtTORFio&m=UvgXSVEZ_r3z8oDxuk5lctt25wdGe6bnq0XjD8ZUZY&s=zCqSPrQAdJolv-sHCeU8ilueuhE4OyBosR192torMBw&e=)



Virus-free. [www.avg.com](http://www.avg.com)



March 3, 2020  
Proposal 20P003

Mr. James Eccher  
District Manager  
Colorado City Metropolitan District  
P.O. Box 19390  
Colorado City, CO 81019

**Re: Proposal for Engineering Services  
Lake Beckwith Dam Instrumentation Data Collection and Evaluation**

Dear Mr. Eccher:

Consistent with our previous discussions, RJH Consultants, Inc. (RJH) is pleased to submit this proposal for engineering services to assist the Colorado City Metropolitan District (District) with the collection and evaluation of dam safety instrumentation data. Our understanding of the project, objectives, assumptions, scope, schedule, and fees are presented in the following sections.

**Background**

RJH previously installed dam safety monitoring instrumentation that includes survey movement monuments, piezometers, inclinometer, and seepage measurement weirs in response to an embankment slope failure that occurred in 2011. RJH used collected data from the installed instrumentation to evaluate the stability and safety of the dam. To ensure the ongoing safety of the dam, the Colorado Office of the State Engineer (SEO) has required periodic instrumentation data collection and evaluation of the collected data on an annual basis.

**Basis of Scope and Fee**

We have based our scope and fee on the following:

1. District personnel will provide traffic control and a lane closure on Cuerno Verde Blvd. for measurement of piezometers and survey monuments located on the dam crest.
2. District personnel will mow grass and vegetation on the downstream slope of the dam and toe, and in the vicinity of the seepage collection weirs prior to RJH data collection.
3. If required, District personnel will clean and flush piezometers prior to measurement by RJH.



4. RJH and their subconsultants will perform all measurements and data collection.
5. Measurement of the inclinometer will not be initially performed. After measuring other instrumentation and performing data collection and evaluation, a determination will be made if there is a benefit and need to measure the inclinometer. Measurement of this instrumentation is expensive and time consuming, and may not be warranted if the dam is performing within safe and expected parameters.
6. Instrumentation measurements and data collection will be performed during one site visit after spring runoff with the reservoir water level at near the expected maximum water surface elevation.

### **Scope of Work**

#### **Task 1 – Instrumentation Measurement and Data Collection**

##### ***Subtasks:***

1. Perform a first order accuracy survey and three-dimensional coordinate data collection of the existing dam safety movement monuments and piezometers. Locate the seepage weirs and obtain coordinate data for the weir locations.
2. Measure seepage flow rates at each seepage weir locations and record flow rates. Collect seepage flow water samples for checking turbidity and sediment transport.
3. Record the reservoir staff gage level elevation at the time of data collection.
4. Measure and record the piezometer water levels.
5. Perform observations of the dam embankment cross section for obvious indication of movement and distress.

#### **Task 2 – Data Compilation, Evaluation, and Presentation**

##### ***Subtasks:***

1. Reduce collected data and prepare tables and graphs for presentation and evaluation.
2. Compare the currently collected data with previously collected data to determine if the dam is performing within expected parameters and safe limits.
3. Prepare a brief technical memorandum presenting the collected data and evaluation of the data.

##### ***Deliverable:***

A brief technical memorandum presenting the collected data and opinions as to the safe performance of the dam.

**Fee Estimate**

We propose to complete all tasks on a time and expense basis in accordance with the attached Fee Schedule and Standard Conditions for Professional Services. Our estimated cost to compete the tasks described above is \$7,000. Actual costs could be higher or lower than estimated based on the actual level of effort required to complete an individual task. We will not exceed this estimated amount without prior authorization from the District and will invoice monthly based on the work completed.

**Schedule**

RJH can begin work once we have a signed agreement and the reservoir has reached the expected maximum water surface elevation. We estimate 2 months will be required to complete the described scope of work.

We appreciate your consideration of RJH for this proposed work and look forward to assisting the District on this project. If you concur with the information included in this scope of services, please sign this proposal and return one copy.

Please call if you have any questions or require additional information.

Sincerely,

RJH CONSULTANTS, INC



Michael L. Graber, P.E.  
Senior Project Manager

MLG/tjp

**Attachments:** Standard Conditions for Professional Services  
2020 Fee Schedule

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## STANDARD CONDITIONS FOR PROFESSIONAL SERVICES

1. **CONTRACT.** This Agreement for Consulting Services (Contract) is made and executed by and between RJH CONSULTANTS, INC., a Colorado corporation (RJH), and COLORADO CITY METROPOLITAN DISTRICT (Client).
2. **PERFORMANCE OF SERVICES.** Client does hereby engage RJH to perform and provide the services hereinafter set forth, and RJH does hereby agree to perform such services in accordance with the terms and conditions hereof. Consultant shall provide at its sole cost and expense all materials, equipment, and personnel required to perform its services under and pursuant to this Contract.
3. **COMPENSATION FOR SERVICES AND PAYMENT TERMS.** Client agrees to pay RJH in accordance with the fee schedule and payment terms in the proposal. RJH will submit invoices monthly. Payment is due within 15 days after receipt of the invoice. Interest will accrue at the rate of 1-1/2 percent per month on the invoiced amount in excess of 30 days past the invoice date. All payments will be made by either check or electronic transfer to the address specified by RJH.
4. **STANDARD OF CARE.** RJH will perform its services under this Contract in a manner consistent with that degree of skill and care ordinarily exercised by similarly-situated members of RJH's profession currently practicing in the same locality under similar conditions. RJH makes no other warranties or representations, either expressed or implied, regarding the quality of services provided hereunder.
5. **CLIENT'S RESPONSIBILITIES.** Client shall perform the services and/or provide the materials which are identified in the proposal.
6. **EXTRA WORK.** Client agrees that an amount of money representing a contingency fund for authorized extra work is included within the funds appropriated by the Client for this project. RJH agrees that no extra work for which additional compensation will be requested shall be commenced or undertaken without the prior notice to and consent of the Client. In the event such extra work is requested and approved, the Client agrees to pay RJH at the rate and/or in the amount agreed in writing between Client and RJH.
7. **RIGHT OF ENTRY.** Client agrees to furnish RJH with the right-of-entry and a plan of boundaries of the site where RJH will perform its services. If Client does not own the site, Client represents and warrants that it will obtain permission for RJH's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Contract. RJH will take reasonable precautions to reduce damage to the site from use of equipment, but RJH is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from RJH's operations has not been included in its fee, unless specifically stated in the Contract.
8. **UNDERGROUND STRUCTURES.** Unless otherwise agreed upon, Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. RJH will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by Client, then there will be a risk to Client associated with conducting the exploration. In the absence of confirmed underground structure locations, Client agrees to accept the risk of any damages and losses resulting from the exploration work.



9. **CONSTRUCTION SERVICE.** If included in the scope of service in the Contract, RJH will provide personnel to observe specific aspects of construction as stated in the Contract and to ascertain that construction is being performed in general accordance with the plans and specifications.

a. RJH cannot provide its opinion on the suitability of any part of the work performed unless RJH's personnel make measurements and observations of that part of the construction. By performing construction observation services, RJH does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor.

b. In consideration of any review or evaluation by RJH of the various bidders and bid submissions and to make recommendations to the Client regarding the award of the construction Contract, the Client agrees to hold harmless and indemnify RJH for all costs, expenses, damages, and attorneys' fees incurred by RJH as a results of any claims, allegations, administrative, or court proceedings, arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions and/or recommendations concerning the award of the construction Contract.

10. **INSURANCE.** RJH agrees to procure and maintain at its own cost, and for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by RJH, his agents, representatives, and employees. RJH will carry the types and amounts of insurance in the usual form with the following minimum limits for completed operations:

a. Workers' Compensation and Employer's Liability (statutory): Comply with the laws of the State(s) in which the project is located.

b. Comprehensive General Liability (CGL) Insurance:

- i. Bodily Injury: \$1,000,000 per occurrence and \$1,000,000 in aggregate.
- ii. Property Damage: \$1,000,000 per occurrence; \$1,000,000 in aggregate.

c. Comprehensive Automobile Insurance:

- i. Bodily Injury: \$400,000 per person; \$1,000,000 per occurrence.
- ii. Property Damage: \$1,000,000 per occurrence.
- iii. This insurance will include all owned, non-owned, and hired vehicles used in connection with the work.

d. Professional Liability Insurance: \$500,000 per claim and in aggregate.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, RJH agrees to indemnify and hold Client harmless from and against any liabilities, claims, damages, and costs (including reasonable attorneys' fees) to the extent caused by the negligence or willful misconduct of RJH in the performance of services under this Contract.

12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the total liability, in the aggregate, of RJH and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to RJH's services, the project, or



this Contract, will not exceed the total compensation received by RJH under this Contract, or \$50,000, whichever is greater. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of RJH or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. Client further agrees to require that all contractors and subcontractors agree that this limitation of RJH's liability extends to include any claims or actions that they might bring in any forum.

**13. TERMINATION OF CONTRACT.** Should either party to this Contract violate any covenants or stipulations thereof, the Client or RJH, as the case may be, will thereupon have the right to terminate said Contract by giving ten (10) calendar days notice in writing of the fact and time of such termination to the party committing the breach. In addition:

a. Client will remain fully liable for and will promptly pay RJH the full amount for all services rendered by RJH to the date of suspension of services, plus suspension charges for putting documents and analyses in order, personnel and equipment rescheduling, or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

b. If Client fails to pay undisputed invoice amounts within 30 days following invoice date, RJH may suspend further services, by providing a 10-day written notice to Client until payments are restored to a current basis. In the event RJH engages counsel to enforce overdue payments, Client will reimburse RJH for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that client does not have a good faith dispute with the invoice. Client will indemnify and save harmless RJH from any claim or liability resulting from suspension of the work due to non-current, non-disputed payments.

**14. OWNERSHIP OF DOCUMENTS.** Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, will be confidential and the proprietary information of RJH, and will remain the sole and exclusive property of RJH whether the project for which they are made is executed or not.

**15. ELECTRONIC FILES.** All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.

a. Electronic Files are provided for convenience and informational purposes only and are not a finished project or Contract Document. The actual signed documents will remain the official copies of all documents. RJH makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. RJH may, at its sole discretion, add wording to this effect on electronic file submissions.

b. Client waives any and all claims against RJH that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to or transfer of the Electronic Files. Client agrees to defend, indemnify, and hold harmless RJH, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages or costs, and costs of defense, which may arise out of the use or misuse, unauthorized reuse, alteration, addition to or transfer of these Electronic Files.

**16. BINDING CONTRACT.** This Contract shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.



**17. ATTORNEY'S FEES AND LEGAL EXPENSES.** If any arbitration proceeding or action shall be brought to recover any amount under this Contract, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Contract, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the arbitrators or by the court, and shall be made a part of any award or judgment rendered.

**18. SEVERABILITY.** If any one or more of the provisions of this Contract shall be held or found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**19. FORCE MAJEURE.** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire acts of God injunction, compliance with any law, regulation, guideline or other of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

**20. AMENDMENT AND WAIVER.** This Contract may only be amended by an instrument in writing signed by the parties to this Contract, and no provision of this Contract can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this contract waive the right to object to a subsequent breach of the same or any other provision.

**21. GOVERNING LAW.** This Contract shall be construed exclusively in accordance with and governed by the laws of the State of Colorado, with jurisdiction in the State of Colorado.

**22. DISPUTE RESOLUTION.** Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.





## 2020 Fee Schedule

### Professional Services

<u>Labor Category</u>	<u>Billing Rate per Hour (\$)</u>
Technical Expert	270
Principal – Grade 8	235
Senior Professional – Grade 7	218
Senior Professional – Grade 6	193
Professional – Grade 5	180
Professional – Grade 4	150
Engineer/Geologist – Grade 3	135
Engineer/Geologist – Grade 2	125
Engineer/Geologist – Grade 1	115
CAD Designer	114
Word Processor/Administrative Staff	87

These rates are billed for both regular and overtime hours in all categories. Rates will be escalated 3.5 percent annually for work completed after December 2020.

### General Expenses

Reimbursement for general expenses, which include field and laboratory equipment; computer equipment and software; printing and reproduction; communications and mailing; local transportation, tolls and parking; field vehicles; and field equipment will be invoiced based on a percentage of labor costs and type of project as follows:

- General consulting services and planning and feasibility studies – 4%
- Design and bid document preparation and geotechnical investigations – 6%
- Construction management and field observation – 8%

### Out of Town Travel and Subsistence

Reimbursement for expenses for travel, rental vehicles, hotels, meals, and other costs associated with out of town and overnight travel will be invoiced at cost plus a 10 percent service charge.

### Subcontractors and Subconsultants

Reimbursement for work performed by subconsultants and subcontractors will be invoiced at cost plus a 15 percent service charge.

### Contract Labor

Contract labor provided by independent consultants and temporary agencies for activities such as drafting, engineering, and word processing will be invoiced at the appropriate labor category as described above for professional services.

### Payment Terms

Invoices will be submitted monthly and are due Net 30 days. Interest will accrue at the rate of 1 percent of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date.







# CableCo, LLC

A USCONNECT COMPANY

P.O. Box 19048, 60 Beckwith Drive, Colorado City, CO 81019 | (719) 676-3131

---

May 7, 2021

Colorado City Metropolitan District  
District Manager  
PO Box 20229  
4497 Bent Bros Blvd.  
Colorado City, CO 81019

Dear Mr. Eccher,

This document serves as a renewal to current agreement between CableCo LLC, & Colorado City Metropolitan District (CCMD). The renewal agreement includes continued delivery of Transparent LAN & data services for the management of the CCMD SCADA Network.

CableCo, LLC, an affiliate of Rye Telephone Company will deliver the said services to the locations described in Exhibit A for a monthly fee of \$487.84 (FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-FOUR CENTS).

The terms of this agreement will be 60 Months and will begin on June 1, 2021.

CableCo LLC, will only maintain equipment provided to deliver these services. In the event CableCo LLC, is asked to perform work outside the scope of monitoring and maintaining their equipment, a charge of \$99.00 per hour may be assessed to the CCMD to perform such tasks.

Please confirm you accept the terms outlined herein by signing in the space provided and return with to my attention.

Please feel free to contact me @ 719-676-3131 with any questions.

Sincerely,

*David Shipley*

David Shipley  
Vice President

---

WHEREFORE, the parties have executed this Agreement as of the date first above written.

**Colorado City Metropolitan District,**  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<b>Exhibit A</b>				
			10%	25%
Location	Description	Retail Rate	36 Month	60 Month
CCMD Main Office	Core Internet Connection 100/25 w/ (1) Static IP	\$125.95	\$113.36	\$94.46
CCMD Main Office	Transparent LAN Service 100/100	\$194.95	\$175.46	\$146.21
Cold Springs WTP	Transparent LAN Service 10/10	\$109.85	\$98.87	\$82.39
Water Treatment Plant	Transparent LAN Service 10/10	\$109.85	\$98.87	\$82.39
Water Sanitation	Transparent LAN Service 10/10	\$109.85	\$98.87	\$82.39
	Installation	\$0.00	\$0.00	\$0.00
	<b>Total Monthly Recurring Charge (MRC)</b>	<b>\$650.45</b>	<b>\$585.43</b>	<b>\$487.84</b>

Optional Bandwidth Per Location / 60-month term	
20/20 Per Location	\$94.55
50/50 Per Location	\$126.45
100/100 Per Location	\$146.21

# *NetWatch and HaaS Managed Technology Services Proposal*



Prepared for:

*Colorado City Metropolitan District*

Prepared by:

*Gene Cook  
CMS IP Technologies  
503 N. Main Street  
Pueblo, Colorado 81003  
719.582.4009*

CMS IP Technologies is the largest and most experienced technology solutions provider in East and Southeast Texas. We have been providing complete technology solutions since 1984. CMS is locally owned and operated with locations in Beaumont, Lufkin, and Livingston. CMS holds multiple certification levels from Cisco, NEC, HP, VMware and Microsoft and we are committed to providing quality technology solutions with 100% customer satisfaction.

## Overview

Have you ever wished you had your own IT staff to keep your technology functioning at its peak performance?

Have you ever wanted your very own IT Manager to help determine your company's technology direction and to make sure you are getting the most from your technical investment?

Most small to medium size business owners and managers have asked themselves these two questions but they realize that the cost of full-time dedicated staff is just too expensive. CMS NetWatch is the answer!

CMS was established in 1984 as a computer-based solutions provider. As technology has evolved, CMS has grown into a total technology solutions provider with proven solutions for network management, hardware services, telecommunications, and video surveillance. CMS is locally owned and operated with locations in Beaumont and Lufkin. CMS is an HP Certified Partner, Dell Authorized Reseller, Microsoft Solution Provider, Cisco Systems Premier Partner and Authorized NEC Telecommunications Associate. CMS has an experienced staff of more than 13 engineers with multiple certifications from HP, Microsoft, Cisco, VMware and NEC as well as several second-tier technology vendors.

Our service philosophy is to provide outstanding service by building a trusted relationship with our customers. We at CMS understand how important your investment is and we work very hard to be on top of our game in the event that you need us. Not only do we want it to work for you, but we also truly want it to help you be more efficient.

NetWatch, CMS's premier support offering, is the proactive delivery of fixed-fee, value-based, technology services governed by a mutually beneficial Service Level Agreement that aligns CMS with your business requirements and values and guarantees a specific amount of uptime to protect your productivity.

NetWatch is more than "remote monitoring & support" – it is an entirely new approach to Technology Management. CMS becomes your *virtual* IT Department with the responsibility of minimizing downtime a helping you get the most from your technology investment – all for one low monthly fee that is a fraction of the cost of full-time staff.



# Some of the Advantages of NetWatch

## 1. Priority Response

- ✓ CMS can proactively monitor what issues are affecting your network and will respond before they become critical – such as a server running low on memory or an impending drive failure.
- ✓ Automatic alert dispatch guarantees a quick response to problems at your site

## 2. Symptomatic Performance Monitoring

- ✓ Impending failure notices for such things as memory and hard drive
- ✓ Alerts on attempted network access by unauthorized users
- ✓ Software content control allows us to ban high-bandwidth interactive games or illegal peer-to-peer file sharing which monopolize business resources and promote viruses and Spyware.
- ✓ Extensive security reporting gives a bird's-eye view of your entire network's security.
- ✓ Patch inventory ensures operating systems are up to date and not exposed to vulnerabilities.

## 3. Graphical Performance Reporting

- ✓ Scheduled executive reporting, automatically generated and sent directly to your e-mail address.
- ✓ Easy-to-understand graphical reports with “un/acceptable threshold” lines.
- ✓ Makes capacity management and upgrade planning simple.

## 4. Remote Management and Communication

- ✓ CMS can minimize disruptions to the work environment by remotely resolving issues using a secure VPN system.
- ✓ If an issue arises that requires on-site assistance, prior in-depth knowledge allows us to send fully prepared engineers who can resolve the issue faster than ever before
- ✓ Network services monitoring and alerting (POP3, HTTP, FTP and others)
- ✓ Very low bandwidth requirements – does not slow down your network response time with issues that are affecting your network and will respond before they become critical – such as a server running low on memory.

## 5. Detailed Site Level Inventory

- ✓ Up-to-date hardware, software, 0and patch information
- ✓ Automatically collected, 100% accurate – can be used for insurance claims in case of flood, fire or theft.

## 6. Quarterly Business Reviews

Our Quarterly Business Reviews, or QBRs, give you an update on the current status of your technology investment. All issues since the previous meeting are reviewed and future recommendations are discussed so that you can plan and budget your ongoing technology investment to get the most productivity possible.

## **7. Dedicated User Support Staff**

Your Users will have access to the dedicated NetWatch Support Center where they will be able to call and request help on any technology issues just as if you had your own IT Helpdesk! Most problems are resolved over the phone or by using our fast, convenient, and secure remote support powered by WebEx. If we can't resolve it remotely then we come on-site, no questions asked.

## **8. Dedicated Virtual CIO**

With CMS NetWatch you get your very own IT Manager – we call him your Virtual CIO. Each NetWatch client is assigned to one of our Senior Level Engineers whose job is to immerse himself in your technology and in your business to make sure you continue to get the most from your on-going technology investment.



**SUMMARY SHEET  
AND  
PURCHASE ACCEPTANCE AGREEMENT**

<b>NetWatch Standard and HaaS</b>			
Description	Quantity	Monthly Price Each	Total Monthly Price
Monthly Investment per Switch	4	29.00	116.00
Monthly Investment per Firewall	1	99.00	99.00
Monthly Investment for Equipment Includes: 4 Fortinet 24 port switches 1 Fortinet Firewall	1	148.00	148.00
<b>Monthly Total (60-month term)</b>			<b>363.00</b>
Initial Installation and Setup			2280.00
<b>Total One Time Charges</b>			<b>2280.00</b>
<b>First Month Invoice Total</b>			<b>2643.00</b>

**AGREED AND ACCEPTED BY:**

Solution  
Provider: CMS IP Technologies

Customer  
Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Gene Cook

Print Name: \_\_\_\_\_

Title: Corporate Account Manager

Title: \_\_\_\_\_

Phone #: 719-582-4009

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Exhibit B - Additional Discount - Connecting all locations

Location	DESCRIPTION	Retail Rate	17%		35%
			3 YEAR CONTACT	5 YEAR CONTACT	5 YEAR CONTACT
	Core Internet Connection 100/25 (with Static IP)	125.95	\$	104.54	\$ 81.87
	Managed Firewall		\$	72.95	\$ 52.95
	100/100		\$	161.81	\$ 126.72
	10 MB/S SYMMETRICAL	\$ 194.95	\$	91.18	\$ 71.40
	10 MB/S SYMMETRICAL	\$ 109.85	\$	91.18	\$ 71.40
	10 MB/S SYMMETRICAL	\$ 109.85	\$	91.18	\$ 71.40
	10 MB/S SYMMETRICAL	\$ 109.85	\$	91.18	\$ 71.40
	10 MB/S SYMMETRICAL	\$ 109.85	\$	91.18	\$ 71.40
	10 MB/S SYMMETRICAL	\$ 109.85	\$	91.18	\$ 71.40
	10 MB/S SYMMETRICAL	\$ 109.85	\$	91.18	\$ 71.40
	10 MB/S SYMMETRICAL	\$ 980.00	\$	886.35	\$ 689.95
Installation (NRC)			\$	250.00	Monthly 250.00
Optional Bandwidth (Per Location)					
20 MB/S SYMMETRICAL PER LOCATION					Monthly \$85.10
50 MB/S SYMMETRICAL PER LOCATION					Monthly \$113.81
100 MB/S SYMMETRICAL PER LOCATION					Monthly \$126.72

*Chms*



**From:** Cool Bob <bob@719-250-0667.com>  
**Sent:** Tuesday, May 18, 2021 11:45 AM  
**To:** James Eccher; Neil Elliott; Bob Cook  
**Subject:** Agenda item request

Jim

I am requesting an agenda item for the upcoming meeting, both study and regular meetings

Addition to CCAAC procedures.

Send letter to property owners after board action on their request for approval.

Letters shall reflect approval or denial.

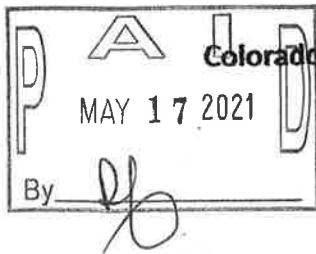
If project is approved letter shall contain time until review, extension, or finalization.

If denied, the reason for denial shall be included.

Bob

I do not have read receipt on this device, please respond to this email so that I know it was received.





Colorado City Architectural Advisory Committee  
 P.O. Box 20229  
 Colorado City, Colorado 81019  
 719 676-3396  
 colocitymanager@ghvalley.net

RECEIVED  
 MAY 17 2021

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

Property Owner: WALTER + Silvija KATICA  
 Mailing Address: P.O. Box 422 City: Rye  
 State: CO ZIP: 81069 Telephone: 719 313 8613

CONTRACTOR  
 Contractor: SELF 4531 Manitow Dr.  
 Mailing Address: as shown above City: \_\_\_\_\_  
 State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Telephone: \_\_\_\_\_

Requested approval for:  Commercial building  Home  Shed  Fence  Other: \_\_\_\_\_

Lot: 321 Unit: 1 Legal address, (please verify with CC Metro District): Parcel A Lot Line Vacation  
 No 2020-023 4723401 361 + 362  
 Type construction: Frame/brick/stone Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 1286 / 1000 min Square footage required by covenants: \_\_\_\_\_

**REQUIRED ITEMS for submittal of application:**

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

25 Front  
 5 Rear  
 5 side

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

Property owner's signature: [Signature] Date: 5/17/2021

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](http://www.colorado.gov/coloradocitymetro).
- Preliminary plans should be brought before CCAAC for approval. One (1) complete set of plans and specifications for construction, including all required items listed on the opposite side of this page, must be submitted for approval. Drawings must be professionally prepared and acceptable for the Pueblo Regional Planning Department.
- CCAAC meets the first and last Tuesdays of each month. After reviewing plans and specifications, CCAAC will approve the submitted plans by the next regular meeting (providing all requirements have been met). The Committee will retain one {1} set of approved plans. Incomplete applications will not be placed on a meeting agenda but will be returned to property owners for completion of missing information.
- Construction must not commence until you have received a Letter of Approval from CCAAC. As stated above, omissions of any information will delay the approval process. All construction must be confined to the lot listed on the reverse side of this document. Greenbelts and adjacent lots must not be used as access or storage during construction.
- 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

<u>Commercial/Industrial</u>	<u>\$400.00</u>
<u>Multifamily Residential</u>	<u>\$300.00</u>
<u>New Single Family Residential</u>	<u>\$200.00</u>
<u>Sheds/Fences/Garages/Carports/Decks</u>	<u>\$ 40.00</u>
<u>Remodeling Residential</u>	<u>\$ 50.00</u>
<u>Re-Roofing</u>	<u>\$ 25.00</u>

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

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

Property Owner Signature:



Date:

5/17/21

## **Proposed Shed at 4531 Manitou Dr**

**Legal Description:** PARCEL A LOT LINE VACATION NO. 2020-023 FORMERLY # 47-234-01-361 & 362

**Physical Address:** 4531 Manitou Dr, Colorado City, CO 81019

**Mailing Address:** PO Box 422 Rye, Colorado 81069

**Proposed Project:** 10 x 20 Shed

There is no propane tank or fence on the property and there is no street light nearby.

**Appearance:** The exterior of the shed will be T-111 Siding with composite roof material. The T-111 siding shall be painted a Tan color to match the stucco color of the house or will be stained a light brown color. The composite roofing will be a brown or tan color or a mix of the two.

There will be a 36" man door on the front. And three windows of various sizes. With one window on each side and on the rear of the shed. Windows are 30x22, 22x21 and 48x36 and will be tan in color.

The Shed will be placed on a concrete pad.

Walter Walker  
05/17/2021

**MANITOWOC DRIVE**  
50' Right of Way

4531 Greater Lakes Colorado City

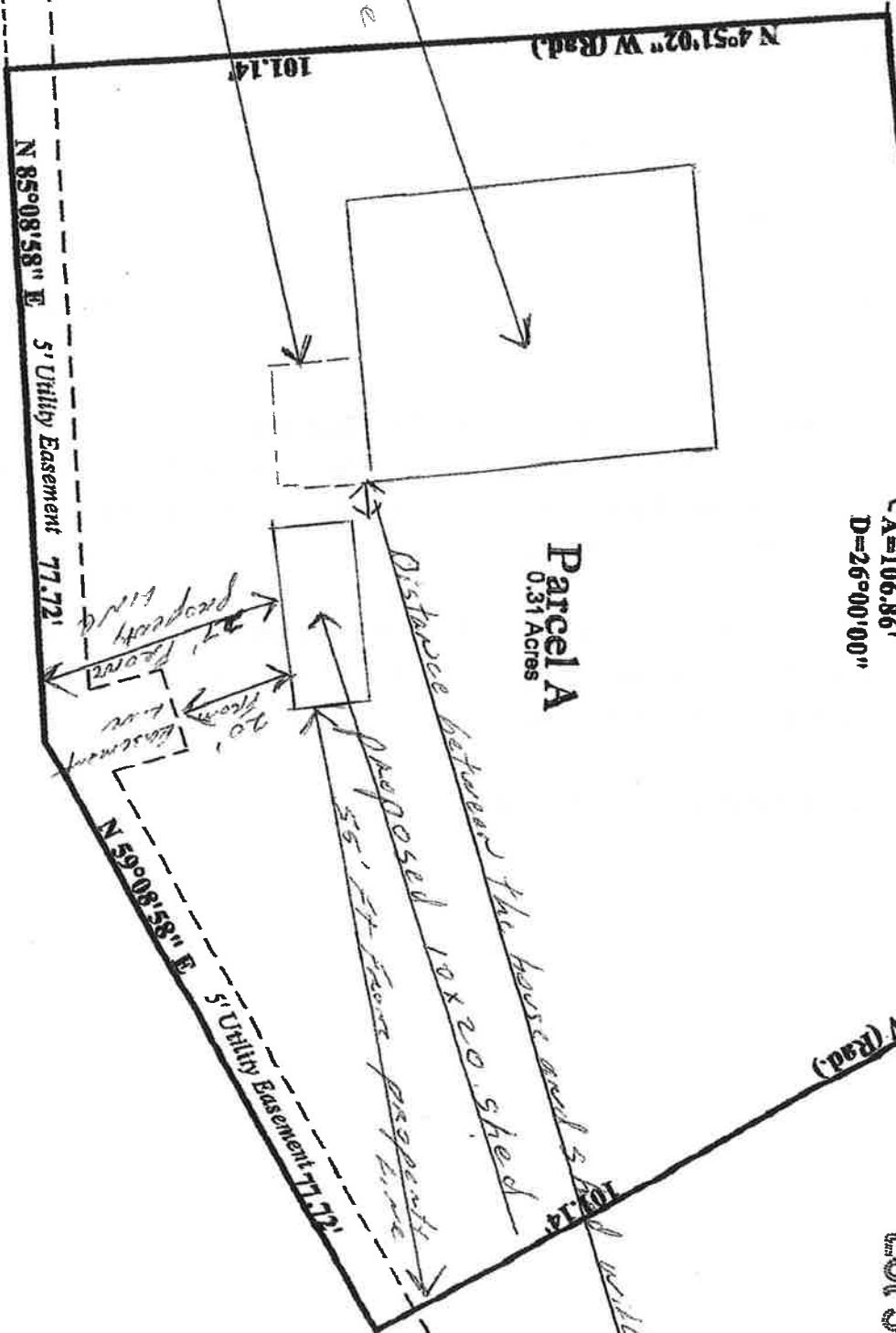
R=235.50'  
A=106.86'  
D=26°00'00"

no other structures  
other than the house is  
on the property.

Lot 319

**Parcel A**  
0.31 Acres

Lot 322

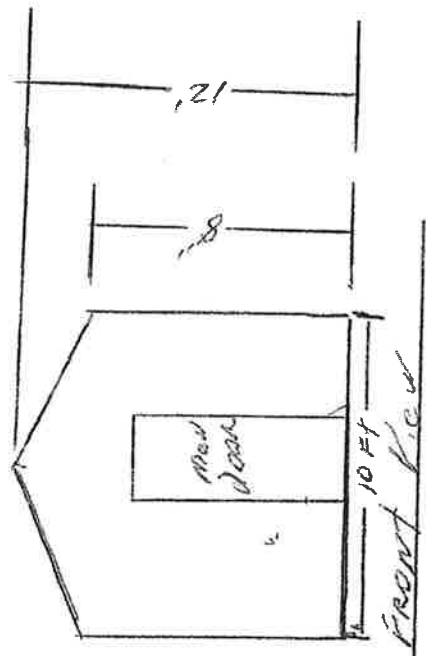


Parcel 4

*[Handwritten signature]*  
5/17/2021

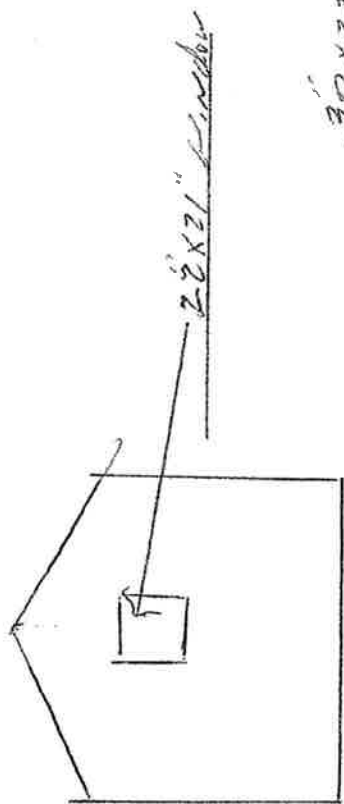


Proposed shed 4531 Monitor Dr

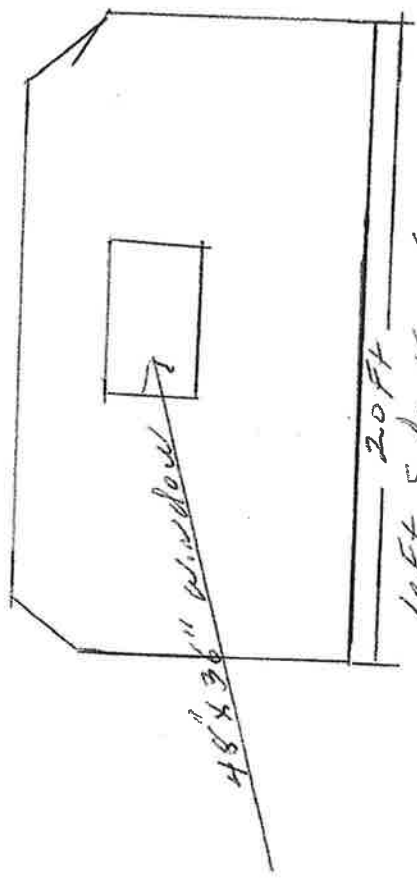


Front View

Side Facing Main house

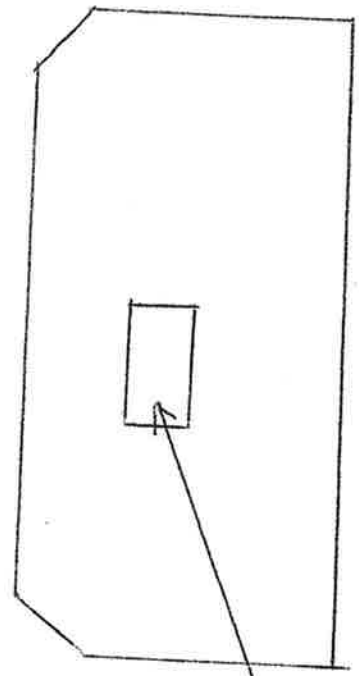


Rear View



Left Side View

Side Facing Monitor Dr



Right View

Side Facing Rear of Property





Colorado City Architectural Advisory Committee  
 P.O. Box 20229  
 Colorado City, Colorado 81019  
 719 676-3396  
 colocitymanager@ghvalley.net

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

Property Owner: Kenneth Rogue  
 Mailing Address: 5202 Cuerno Verde Blvd. City: Colorado City, CO.  
 State: CO ZIP: 81019 Telephone: 719-568-7792

CONTRACTOR			
Contractor:	<u>Eagle Carpets</u>	<u>Johan Vasquez</u>	
Mailing Address:	<u>Rubb West</u>		City: _____
State:	<u>CO.</u>	ZIP: <u>81007</u>	Telephone: _____

Requested approval for:  Commercial building  Home  Shed  Fence  Other: Storage bldg.

Lot: 114 Unit: 2 Legal address, (please verify with CC Metro District): 5202 CUERNO VERDE GARAGE

Type construction: metal frame metal skin Mobile homes:  New  Used - Year built: \_\_\_\_\_  
 Floor area square footage: 1,200 square ft. Square footage required by covenants: \_\_\_\_\_

**REQUIRED ITEMS for submittal of application:**

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

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

Property owner's signature: Kenneth Rogue Date: 4-16-2021

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

5/6/21 Bob & Rich - property line not staked  
 5/12/21 Bob - property lines marked - within setbacks

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](http://www.colorado.gov/coloradocitymetro).
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- 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.
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- CCAAC is not responsible for any monetary losses you incur; therefore, you are encouraged to obtain approval before proceeding with construction or purchases affected by this application.

CCAAC Fee Schedule

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

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

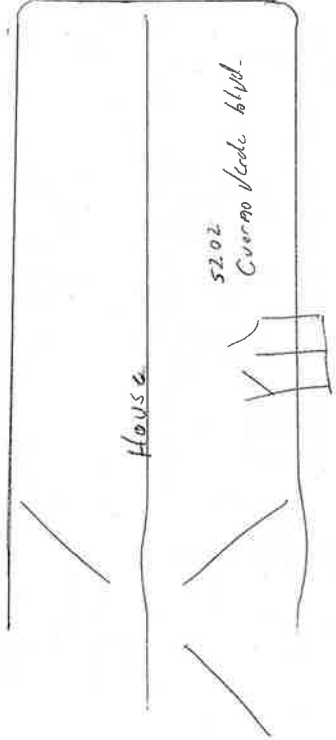
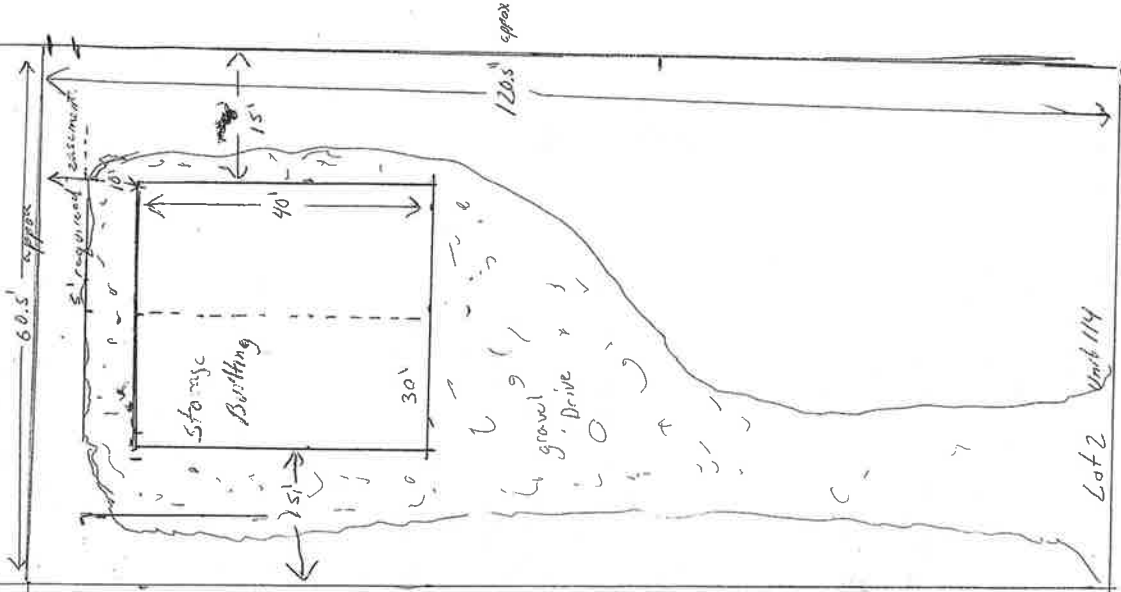
NOTE: A Late Fee amounting to double the original filing fee will be charged if filing application AFTER construction has begun. For instance, if filing after construction of a shed, that amount would be \$80 (\$40 application fee + \$40 late fee) and must accompany application.

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

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Power pole utility

Utility Easement



5202 Cuernavaca Blvd Unit 115

**State of Colorado  
Pueblo County**

ss

**Certificate of Taxes Due**

I, the undersigned, County Treasurer in and for the said County, do hereby certify that there are no unpaid taxes, or unredeemed tax liens as appears of record in the office, on the following described property, except as noted below

Parcel: 47-232-04-001 Tax District: 70L

**Property Description:**

Location 5202 CUERNO VERDE BLVD  
PAR A LOT LINE VAC #97-45 FORMERLY 47-232-02-057 + -076

2020 Tax Payable in 2021, Assessed Value \$14830, Assessed To ROQUE KENNETH D + GERALDINE J, ...

Certificate of Taxes Due created by KMW

SA Pueblo Consv Dist Maint Fund 19.06

		Tax Distribution			
Tax Entity	Mill	Tax	Tax Entity	Mill	Tax
SCHOOL DIST 70 GENERAL	27.305	404.93	SCHOOL DIST 70 BOND RED	12.963	192.24
PUEBLO COUNTY	24.373	361.45	COUNTY ROAD & BRIDGE	0.948	14.06
COUNTY SOCIAL SERV	2.736	40.57	COUNTY O & E RET	1.790	26.55
COUNTY BD-DEV DISAB	0.262	3.89	REGIONAL LIBRARY	5.872	87.08
COLO CITY METRO DIST	16.592	246.06	RYE FIRE	15.536	230.40
COLO CITY CEMETERY	1.071	15.88	LOWER ARK VALLEY WATER CONS	1.503	22.29

Current Tax/Fee \$ 1,664.46 Status Paid In Full Taxes Due \$ 0.00 Interest \$ 0.00

Adv \$ 0.00 Late Pen \$ 0.00 Other Fees \$ 0.00 Balance Current Tax \$ 0.00  
Cost to pay Special Assessment in Full \$ 0.00

Tax Liens or Delinquent Tax Amount to Redeem \$  
Taxes have been paid in full  
Total Due This Certificate \$ 0.00 Tax \$ 0.00 Interest \$ 0.00 Spec. Assmnts \$ 0.00 Other \$ 0.00

This does not include special taxes that are not of record in this office or taxes on improvements on said property which may be separately assessed  
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 12th Day of March 2021.

Issued to KENNETH ROQUE

Pueblo County Treasurer

Certificate No. 349,307 Fee for Issuing this Certificate \$ 10.00



By

Log #	Control Date	Source	Lot #	Unit #	House #	Street Name	Reference #	Code	Complaint
C1	20200430	W	28	20	2812	Applewood Dr.	4617320052	T-1	Dumpster at street
C2	20200430	W	27	20	2916	Applewood Dr.	4617320137	T-1	Dumpster at street
C3	2020430	W	220	20	2917	Applewood Dr.	4617320147	T-1	Dumpster at street
C4	2020430	W	26	20	2920	Applewood Dr.	4617320138	T-1	Dumpster at street
C5	20200430	W	72	20	2799	Blue Spruce Dr.	7370110132	T-1	Dumpster at street
C6	20200430	W	214	20	2861	Applewood Dr.	4617320048	A-2	Unlicensed Vehicles
C7	20200430	W	41	26	3032	Lunar	4617326033	T-1	Dumpster at street
C8	20200430	W	16	26	3197	Lem St.	4617326016	A-2	Unlicensed Vehicles
C9	20200430	W	190	20	2789	Applewood Dr.	4617320063	T-1	Dumpster at street
C10	20200430	W	202	20	2885	Applewood Dr.	7370110100	T-1	Dumpster at street
C11	20200430	W	24	20	2928	Applewood Dr.	4617320140	T-1	Dumpster at street
C12	20200430	W	207	20	2836	Applewood Ct.	4617320151	T-1	Dumpster at street
C13	20200501	M	142	21		Showalter Dr.	4726121055	V-2	Camper on vacant lot
C14	20200507	M	312	30		Camelot Dr	4734330309	L-1	Blgd Materials on vacant lot
C15	20200521	B	295	21	4377	Showalter Dr.	4726221051	V-2	Vehicle, Destroyed RV , Trash
C16	20200521	B	421	24		Estelle	4735324006	V-2	Camper, Trash, Building?
C17	20200521	B	58	23	4706	Virginia St.	4735323066	T-1	Trash
C18	20200521	B	369	30		Estelle	4734430190	V-2	Camper, Container, Fence
C19	20200521	B	93	24		Patsy Circle & Pinto	4735324283	T-1	Trash
C20	20200521	B	321	24		Patsy Circle	4735324175	V-2	Abandoned Travel Trailer
C21	20200521	B	218	45		Lilooets Dr & Athap	4736345010	T-1	Scattered Trash
C22	20200521	B	297	24		Ruth Place	4735424089	V-2	Abandoned Travel Trailer
C23	20200521	B	59	24		Estelle	4735324287	T-1	Trash
C24	20200521	B	609	5		Cibola	472520519	V-2	Camper?
C25	20200528	C	1285	14	4396	Jefferson	4618414128	S-4	Permanent Storage Container
C26	20201111		143	20	4755	Sante Fe	4714402180	O	chickens
C27	20210409		293	45	2980	Blue Spruce Dr.	4617320194	T-1	Camper on vacant lot Trash
C28	20210409		295	3		Culpepper Drive	4736445073	V-2	Camper, unlicensed Vehicle
C29	20210409			3	4072	Cibola Drive	4726103043	B-1	New Shed/New roof no app to CCAAC
C30	20210409			24	3958	ST HWY 181	4726403243	B-1	Building Shed coop for farm animals
C31	20210408		19	20		Glaz Court		V-2	Camper Trash









Log# 2020	Date	Reference #	House #	Street Name	Complaint Code	Date Referred to CCAAC	Date Ref to Planning	Complete Date	Status	Good neighbor	2nd letter
C1	20200430	4617320052	2812	Applewood Dr.	T-1	20200521			completed		
C2	20200430	4617320137	2916	Applewood Dr.	T-1	20200521			completed	11/14/2020	
C3	20200430	4617320147	2917	Applewood Dr.	T-1	20200521			completed	11/14/2020	
C4	20200430	4617320138	2920	Applewood Dr.	T-1	20200521				11/14/2020	5/7/2021
C5	20200430	7370110132	2799	Blue Spruce Dr.	T-1	20200521				11/14/2020	5/7/2021
C6	20200430	4617320048	2861	Applewood Dr.	A-2	20200521			completed	11/14/2020	
C7	20200430	4617326033	3032	Lunar Dr.	T-1	20200521			completed	11/14/2020	
C8	20200430	4617326016	3197	Lem St.	A-2	20200521				5/17/2021	returned
C9	20200430	4617320063	2789	Applewood Dr.	T-1	20200521		11/16/20	completed	n/a	
C10	20200430	7370110100	2885	Applewood Dr.	T-1	20200521			In Review	11/14/2020	5/17/2021
C11	20200430	4617320140	2928	Applewood Dr.	T-1	20200521			In Review	11/14/2020	5/17/2021
C12	20200430	4617320151	2836	Applewood Ct.	T-1	20200521		11/19/20	completed	n/a	
C13	20200501	4726121055			V-2	20200521		11/19/20	completed	n/a	
C14	20200507	4734330309			L-1	20200521					5/17/2021
C15	20200521	4726221051	4377	Showalter Dr.	V-2	20200521		4/11/21	completed	n/a	
C16	20200521	4735324006		Estelle	V-2	20200521				2/18/2021	
C17	20200521	4735323066	4706	Virginia St.	T-1	20200521			In Review	2/18/2021	
C18	20200521	4734430190		Estelle	V-2	20200521		11/19/20	completed	n/a	
C19	20200521	4735324283		Patsy Circle & Pinto	T-1	20200521			In Review	2/18/2021	5/17/2021
C20	20200521	4735324175		Patsy Circle	V-2	20200521			In Review	2/18/2021	5/17/2021
C21	20200521	4736345010		Lilooets Dr & Athap.	T-1	20200521		11/19/20	completed	n/a	
C22	20200521	4735424089		Ruth Place	V-2	20200521			In Review	2/18/2021	5/17/2021
C23	20200521	4735324287		Estelle	T-1	20200521			In Review	2/18/2021	5/7/2021
C24	20200521	4725205019		Cibola	V-2	20200521		11/19/20		n/a	
C25	20200528	4618414128	4396	Jefferson	S-4	20200528			under review	n/a conex	
C26	20201119	4714402180	4755	Sante Fe	O	20201119			In Review	5/17/2021	returned
C27	20201111	4617320194	2980	Blue Spruce Dr.	T-1	20201119			working on	2/18/2021	
C28	20210409	4736445073		Culpepper Drive	V-2	20210309			review		5/17/2021
C29	20210409	4726103043	4072	Cibola Drive	B-1	20210309			review		5/17/2021
C30	20210409	4726403243	3958	ST HWY 181	B-1	20210309			completed		
C31	20210409			Glaz Court	V-2	20210309					
C32	20210408	4620220013	2948	Applewood Drive	T-1	20210409			review		5/17/2021
C33	20210108	4726221051	4377	Showalter Dr.	V-2	20210107		4/11/21	completed	2/18/2021	
C34	20210414	4725206144	5286	Adams Place	U-1	20210414					5/17/2021
C35	20210108	4734125271	6827	Sunset Place	V-2	20210107		4/11/21	completed	2/18/2021	









