



**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, March 29, 2022, beginning at 6:00 p.m.

1. Review of By Laws updating
2. Land Sales, Property offers and Discussion
3. Dump Truck/ Property Fund
4. Dam update for funding for survey
5. CCAAC Review

**BOARD OF DIRECTORS REGULAR MEETING**

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, March 29, 2022, beginning at 6:15 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK
5. APPROVAL OF AGENDA.
6. APPROVAL OF MINUTES.

Study Session March 8,2022  
Regular Meeting March 8, 2022  
CCACC Minutes March 10, 17,24, 2022

7. BILLS PAYABLE. 2<sup>nd</sup> Set of bills
8. FINANCIAL REPORT. February 2022
9. OPERATIONAL REPORT. Administrator Report
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
11. CITIZENS INPUT.
12. ATTORNEYS REPORT.
13. AGENDA ITEMS:  

<b>Property Proposals</b>	<b>Discussion/Action</b>
<b>Dump truck/ Property Fund</b>	<b>Discussion/Action</b>
14. OLD BUSINESS. Covenants Lawyer/ Dump Truck /Applewood Park/Cameras for plants/  
Water Lease update/Water Loss update/ Duell well
15. NEW BUSINESS: Grader
16. CCACC  
A. New Construction

1. 4624 East Jefferson

Shed

- B. Actions
  - a. 4 first letters
  - b. 3 Third letters
  - c. 1 Unauthorized Structure

17. CORRESPONDENCE.

18. EXECUTIVE SESSION: Statue 24-6-402(4)(f) C.R.S. Evaluation and Discussion of District Manager James Eccher and Finance Dept. Yvonne Barron.

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 March 25, 2022

James Eccher is inviting you to a scheduled Zoom meeting.

**Topic: Colorado City Metropolitan District Study/meeting March 29 2022  
Time: Mar 29, 2022 06:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/86934879423?pwd=QSs0UFgrY0drcTVTVFBhYjlmUEd1QT09>

**Meeting ID: 869 3487 9423**

**Passcode: 037895**

**One tap mobile**

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

**Meeting ID: 869 3487 9423**

**Passcode: 037895**

**Find your local number: <https://us02web.zoom.us/j/kx8Vzqh6E>**

**From:** Carolyn Steffl <csteffl@dietzedavis.com>  
**Sent:** Monday, March 7, 2022 12:59 PM  
**To:** colocitymanager@ghvalley.net  
**Cc:** Christina Gonsalves  
**Subject:** Bylaws  
**Attachments:** Bylaws of Colorado City - Amendments adopted through 2019.docx; Bylaws of Colorado City - Proposed revisions 2022.docx

Hi Jim,

Here's a clean (word) copy of the District's Bylaws including amendments that have been adopted to date. This includes the amendments from:

- Resolution 6-2014 – updates to Section 7c (citizen's input: timing for each speaker and sign-up sheets' collection time)
- Resolution 11-2019 – updates to Section 6c (notice of meetings and special meetings)

There is no need to readopt this version of the amendments because all of the changes have been approved already.

In addition, I did a quick read-through of the Bylaws for any updates to the law. I have marked some provisions that should be updated to match current law. These redline changes would need to be adopted by the Board to take effect. Please see my comments explaining some of the changes and noting places where the District's Bylaws are more strict than state law (for example, the Bylaws require bids for construction contracts over \$25K, whereas the state limit is \$60K). The Board could *choose* to keep in place requirement that are more restrictive than state law, if they want to do so. Please let me know if you want me to make any other changes to the Bylaws per the comments or to provide a resolution to amend the Bylaws.

I'll be providing you with update Rules shortly, which incorporate the amendments adopted to date. Since the Rules are much longer, I will not plan to do a read-through for other recommended updates unless you ask me to do so.



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**COLORADO CITY  
METROPOLITAN  
DISTRICT  
  
BYLAWS**

PROPOSED REVISIONS JULY 30, 2019 MARCH 2022

**COLORADO CITY METROPOLITAN DISTRICT**

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## COLORADO CITY METROPOLITAN DISTRICT

### BYLAWS

**Section 1. Authority.** Colorado City Metropolitan District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with, Section 32-1-101 et seq., C.R.S.

**Section 2. Purpose.** It is hereby declared that the Bylaws hereinafter set forth will serve a public purpose.

**Section 3. Policies of the Board.** It shall be the policy of the Colorado City Metropolitan District Board of Directors, consistent with the availability of revenues, personnel, and equipment, to use its best efforts to provide water, sewer and recreation services.

**Section 4. Board of Directors.** All powers, privileges and duties vested in, or imposed upon, the Colorado City Metropolitan District (hereinafter referred to as "District") by law shall be exercised and performed by and through the Board of Directors (hereinafter referred to as "Board"), whether set forth specifically or impliedly in these Bylaws. The Board may delegate to officers and employees of District any or all administrative and ministerial powers.

Without restricting the general powers conferred by these Bylaws, it is hereby expressly declared that the Board shall have the following powers and duties:

a. To confer upon any appointed officer of District the power to choose, remove or suspend employees or agents upon such terms and conditions as may seem fair and just and in the best interest of District.

b. To determine and designate, except as otherwise provided by law or these Bylaws, who shall be authorized to make purchases, negotiate leases for office space, and sign receipts, endorsements, checks, releases and other documents.



c. To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.

d. To prepare financial reports, other than the statutory audit, covering each year's fiscal activities; and said reports, if requested, shall be submitted to the Board and made available for inspection by the public.

**Section 5. Office.**

a. Business Office. The principal business office of District shall be at 4497 Bent Brothers Boulevard, Colorado City, Colorado, unless otherwise designated by the Board.

b. Establishing Other Offices and Relocation. The Board, by resolution, may from time to time, designate, locate and relocate its executive and business office and such other offices as, in its judgment, are necessary to conduct the business of District.

**Section 6. Meetings.**

a. Regular Meetings Regular meetings of the Board shall be held on the second and last Tuesday of each month at the Colorado City Administration Office, 4497 Bent Brothers Boulevard, Colorado City, Colorado, unless otherwise noticed and posted. The Board shall hold a study session meeting beginning at 6:00 p.m. on the second and last Tuesday, which will be followed by a regular meeting upon completion of the study session.

b. Meeting Public. All meetings of the Board, other than executive sessions, shall be open to the public.

c. Notice of Meetings. Section 6.a shall constitute formal notice of regular meetings to Board members, and no other notice shall be required to be given to the Board, other than the 24-hour agenda notice as required by statute, which shall be provided on the District's public website or at a designated public place within the boundaries of the District, in the event that the District is unable to post a notice online in exigent or emergency

circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online. Written waivers of notice by Board members are not necessary.

d. Special Meetings. Special meetings of the Board may be called upon 24 hours written notice, which shall be posted, as required by statute, on the District's public website or at a designated public place within the boundaries of the District, in the event that the District is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

e. No Informal Action by Directors. All official business of the Board shall be conducted at regular or special meetings. All matters concerning personnel, litigation and real estate will be addressed at executive sessions of the Board.

f. Adjournment and Continuance of Meetings. When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting if the time and place thereof are announced at the meeting at which the continuance is taken, other than as required by law. At the continued meeting, any business may be transacted which might have been transacted at the original meeting.

**Section 7. Conduct of Business.**

a. Quorum. All official business of the Board shall be transacted at a regular or special meeting at which a quorum (i.e. threea majority of the current members of the Board) of the Directors shall be present, except as provided in Section 7.b.

b. Vote Requirements. Any action of the Board shall require the affirmative vote of a majority of the Directors present and voting. When special or emergency circumstances affecting the affairs of District and the health and safety of District residents so dictate, then those Directors available at the time may undertake whatever action is considered

necessary and may so instruct District's employees, such actions which shall later be ratified by the Board.

c. Order of Business. The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order:

1. Call to Order;
2. Pledge of Allegiance;
3. Quorum Check;
4. Approval of Agenda;
5. Approval of Minutes;
6. Bills Payable;
7. Manager's Report;
8. Reading by Chairperson of the Statement of Conduct and Demeanor.

#### STATEMENT OF CONDUCT AND DEMEANOR

In order for the business of the Board to be conducted in the most effective and expeditious manner, it is necessary that all persons present maintain a demeanor of civility toward the board, staff, and each other. Conduct that appears threatening or aggressive will not be tolerated. Shouting, speaking out of order, or the use of offensive gestures similarly are not acceptable. Such behavior shall constitute the forfeiture of your right to remain in attendance and may, as a point of order brought to the board's attention by counsel or any board member including the chairperson, result in your being asked to leave the meeting by the chairperson or, upon your refusal, being escorted out of the meeting by the proper authority.

9. Citizens Input (This shall be limited to 5 minutes for any one speaker, and not more than 10 speakers may participate. The chairperson shall designate someone to time the presentations, or an electronic device may be utilized. In order to qualify to speak, each speaker must sign the sheet made available at the door prior to the meeting. The sheet shall contain the speaker's name, address and the agenda item or other subject to be

addressed. Space shall be provided on the sheet for a speaker to address additional agenda items if fewer than 10 speakers have signed. The sheet shall be collected at 6:00, and no other participants may be added. At the appropriate time, the chairperson shall call on the speakers in order of their signing. No person may yield his/her time to any other speaker. If fewer than 10 citizens have signed in, the chairperson may call upon citizens who have signed to address additional agenda items. This shall be accomplished in the order of signing for additional items. Once 10 speakers have addressed the board, citizen input shall end. At the chairperson's discretion, citizens may be called out of signing order to offer opposing points of view to those made by a previous speaker. Chairperson also has discretion to end the comment of a citizen if the comment merely repeats the comments of an earlier speaker. In the rare instance of the board's having to take action on an item not anticipated in advance of a meeting, the chairperson, any director, or the district manager may seek input from citizens. These comments shall similarly be limited to 5 minutes with not more than 4 speakers being allowed to make presentations. On rare occasion, the board may deviate from the 10 person limit if such deviation is unanimously approved by the directors present. If the board elects to so deviate, the number of additional speakers shall be set, and presentations shall be limited to 3 minutes for each additional speaker. There shall be no repeat speakers. This is not a time for citizens to be asking for immediate input from directors or staff. That should be accomplished by phone, e-mail, letter, or in person, not during the board meeting and only after the director or staff member has been given ample opportunity for proper deliberation. All comments must conform to the expectations expressed in the Statement of Conduct and Demeanor.)

10. Agenda Items (This is a time to consider and act on specific agenda items. Discussion of these items shall generally occur only among directors. This shall not be open to public discussion unless a director or the district manager believes a certain citizen may have particular insight into the item under consideration. Directors may seek input from staff in attendance and/or counsel. Unsolicited comments made by the public shall be considered out of order. If a person has requested and

approved to be placed on the agenda to present an agenda item to the board, and such person fails to timely arrive at the meeting that agenda item may be stricken by the chairperson. It shall remain at the discretion of the staff to determine whether or not the request of a citizen to present an agenda item shall be granted.)

11. Attorney's Report
12. New Business
13. Old Business
14. Correspondence
15. Executive Session (if needed)
16. Adjournment

d. Motions and Resolutions. Each and every action of the Board necessary for the governing and management of the affairs of District, for the execution of the powers vested in the District, and for carrying into effect the provisions of Article 1 of Title 32 , C.R.S., shall be taken by the passage of motions or resolutions.

e. Minute Book. Within a reasonable time after passage, all resolutions and motions and all minutes of Board meetings shall be recorded in a book kept for that purpose and shall be attested by the Secretary.

**Section 8. Directors, Officers and Personnel.**

a. Director Qualifications and Terms. Directors shall be eligible electors of the District. The term of each Director shall be determined by relevant statutory provisions with elections held in even numbered years until May of 2022 and then odd years beginning May of 2023, and conducted in the manner prescribed by Articles 1 through 13, Title 1, and Part 8, Article 1, Title 32, C.R.S. or as provided by law. Each Director shall sign an oath of office and, at the expense of the District, furnish a faithful performance surety bond in a sum of no less than \$1,000.

**Commented [CS1]:** Per statutory change to odd-year elections.

b. Director's Performance of Duties. A Director of the District shall perform duties as a Director, including duties as a member of any committee of the Board upon which the Director may serve in good faith, in a manner in which the Director reasonably believes is in the best

interest of the District, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing the Director's duties, the Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in subparagraphs 1, 2 and 3 of this subsection b; but the Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs the Director's duties shall not have any liability by reason of being or having been a Director of the District will be subject to protections afforded under the Indemnification Resolution, described in Section 13 below, and the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S. Those programs and groups upon whose information, opinions, reports, and statements a Director is entitled to rely are:

1. One or more officers or employees of District whom the Director reasonably believes to be reliable and competent in the matters presented;
2. Counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; and
3. A committee of the Board upon which the Director does not serve, duly designated in accordance with the provisions of the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

c. Oath of Office. Each member of the Board, before assuming the responsibilities of his office, shall take and subscribe to an oath of office in the following form, to-wit:

**OATH OF OFFICE**

STATE OF COLORADO )  
COUNTY OF PUEBLO )

I, \_\_\_\_\_, [swear] or [affirm] [(optional) by the everliving God] that I will faithfully support the Constitution of the United States, and the Constitution of the State of Colorado, and the laws made pursuant thereto of the State of Colorado, and will faithfully perform the duties of office of Director of the Colorado City Metropolitan District, upon which I am about to enter to the best of my ability.

Commented [CS2]: Per Statutory update.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk,  
District or County Court Judge,  
Magistrate, District Court Clerk or  
Deputy Clerk, \_\_\_\_\_  
Officer/Chairman of the Board of

Directors, or

\_\_\_\_\_  
Person Designated by the Board  
Notary Public

d. Election of Officers. The Board of Directors shall elect from its membership a President, a Secretary, and a Treasurer, and other officers as determined by the Board Assistant Secretary and Assistant Treasurer, who shall be the officers of the Board of Directors and of the District. The officers shall be elected by a majority of the Directors voting at said election. The election of the officers shall be conducted biennially at the

Commented [CS3]: I'd recommend electing a Vice President, who can act and sign documents in the event that the President is unavailable.

first regular meeting of the Board following the regular biennial election of the Directors held in May of even-numbered years. Each officer so elected shall serve for a term of two years until the next District election or until removed by vote of the Board or until the Director is no longer a Board member. Unless earlier removed or vacated, each term shall expire upon the election of the successor or upon their reelection to that office.

**Commented [CS4]:** Because of change to May elections.

**Commented [CS5]:** This would allow the Board to have the ability to change officers mid-term. This is allowed by law and can be helpful.

e. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by an affirmative vote of a majority of the remaining Directors, as prescribed by statute. The appointed individual must meet the statutorily prescribed qualifications for Directors, and shall serve until the next regular election.

f. Resignation and Removal. Directors may be removed from office only by provisions prescribed by statute. Any Director may resign at any time giving written notice to the President, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

g. President and Chairman. The President shall be the Chairman of the Board and preside at all meetings; the President shall also be the chief executive officer of the District. Except as otherwise authorized, the President shall sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of the District.

**Commented [CS6]:** If the Board decides to elect a VP, I recommend adding a new section to read:

Vice President. In absence of the Chair, the Vice-President shall preside at all meetings. The Vice-President is authorized to sign all contracts, deeds, notes, debentures, warrants, and other instruments on behalf of the District, in lieu of the President.

h. Secretary. The Secretary shall be responsible for the records of the District; may act as Secretary at meetings of the Board and record all votes; shall be responsible for composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be custodian of the seal of the District and shall have the power to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.

i. Treasurer. The Treasurer shall be chairman of the Budget Committee and of the Audit Committee, if any. The Treasurer shall keep

**Commented [CS7]:** Does the Board still have these committees?



or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of District in permanent records. The Treasurer shall file with the Clerk of the Court, at the expense of District, a corporate fidelity bond in an amount determined by the Board of not less than \$5,000, conditioned on the faithful performance of the duties of the Treasurer's office.

j. Recording Secretary. The Board shall have the authority to appoint a recording Secretary who need not be a member of the Board of Directors, and who shall be responsible for recording all votes and composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be the official record of the Board. The recording secretary shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.

k. Additional Duties. The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, by the Bylaws or Rules and Regulations of the District, or by special exigencies, which shall later be ratified by the Board.

l. Manager. The Board may appoint a manager to serve for such term and upon such conditions, including salary, as the Board may establish. The manager shall have general supervision over the administration of the affairs, employees and business of District and shall be charged with the hiring and discharging of employees and the management of District properties.

Except as delegated to the Director of Finance, per the Financial Policies of the District, the manager shall have the care and custody of all funds of District and shall deposit the same in the name of District in such banks or savings and loan associations as the District may select. The manager should approve all vouchers, orders and checks for payment, unless delegated to a Department head. The manager or the Director of Finance shall keep regular books of account of all District transactions and shall obtain, at District's expense, such bond for the faithful performance of the manager's duties as the Board may designate.

**Commented [CS8]:** I think this is paragraph outdated per recent changes to the financial policies. You could propose other changes, if appropriate.

m. Personnel Selection and Tenure. The selection of agents, employees, engineers, accountants, special consultants and attorneys of the District by the Board will be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. Agents and employees shall hold their offices at the pleasure of the Board. Contracts for professional services of engineers, accountants, special consultants and attorneys may be entered into on such terms and conditions as may seem reasonable and proper to the Board.

**Section 9. Financial Administration.**

a. Fiscal Year. The fiscal year of the District shall commence on January 1 of each year and end on December 31.

b. Budget Committee. There shall be a permanent committee, known as the Budget Committee, composed of the Treasurer, a member of the Board appointed by the President, and the manager, which shall be responsible for preparation of the annual budget of District and such other matters as may be assigned to it by the President or the Board.

**Commented [CS9]:** Does the Board still use a Budget Committee? This is not required by law, just District practice.

c. Budget. On or before October 15th of each year, the Budget Committee shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed budget shall be accompanied by a statement which shall describe the important features of the budget plan and by a general summary wherein shall be set forth the aggregate figures of the budget in such manner as to show the balance relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. It shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District shall be classified according to the nature of receipts.

d. Notice of Budget. Upon receipt of such proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the business office; that the Board will

consider the adoption of the proposed budget on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption. Notice shall be posted or published in substantial compliance with Section 29-1-106, C.R.S.

e. Adoption of Budget. On the day set for consideration of such proposed budget, the Board shall review the proposed budget and revise, alter, increase or decrease the items as it deems necessary in view of the needs of District and the probable income of District. The Board shall then adopt a budget setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budget expenditures with special consideration given to the proposed ad valorem tax levy.

f. Levy and Collection of Taxes. On or before December 15th of each year, ~~unless an election for an increased operating levy is held,~~ the Board shall certify to the Board of County Commissioners of the county in which the District was formed the mill levy established for the ensuing fiscal year, in order that, at the time and in the manner required by law for the levying of taxes, such Commissioners shall levy such tax upon the assessed valuation of all taxable property within the District.

g. Filing the Budget. On or before January 30th of each year, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Colorado State Department of Local Affairs.

h. Appropriating Resolution.

- I. At the time of adoption of the budget, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated thereunder shall not exceed the amounts fixed therefor in the budget adopted pursuant to Section 9.e.

2. The income of District, as estimated in the budget and as provided for in the tax levy resolution and other revenue and borrowing resolutions, shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by appropriation resolution.
3. The Board may make an appropriation to and for a contingent fund to be used in cases of emergency or other unforeseen contingencies.

i. No Contract to Exceed Appropriation. The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for any purposes, for which provisions is not made in appropriation resolution, including any legally authorized amendment thereto, in excess of the amounts of such appropriations for that fiscal year. Any contract, verbal or written, contrary to the terms of this sub-section shall be void ab initio, and no District funds shall be expended in payment of such contracts, except as provided in the following sub-section.

j. Contingencies.

1. In cases of emergency caused by a natural disaster, public enemy, or some contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a ~~two-thirds~~ majority vote of the entire membership of the Board. Such resolution shall set forth in full the facts concerning the emergency and shall be included in the minutes of that meeting.
2. If so enacted, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government in the Colorado State Department of Local

**Commented [CS10]:** Statute only requires a majority, but of course the Board could choose to require a 2/3 vote per the Bylaws.

Affairs and shall be published in compliance with statutory requirements.

k. Payment of Contingencies.

1. If there is unexpended or uncommitted money in funds other than those to which the emergency relates, the Board shall transfer such available money to the fund from which the emergency expenditure is to be paid.
2. To the extent that transferable funds are insufficient to meet the emergency appropriation, the Board may borrow money through (a) the issuance of tax anticipation warrants / notes / loans, to the extent that the mill levy authority of the District is available as specified under Section 29-1-1125, C.R.S., or (b) the issuance of bond anticipation notes payable from future bond proceeds or operating revenue, or (c) any other lawful and approved method.

l. Annual Audit.

1. The Board shall cause an annual audit to be made at the end of the fiscal year of all financial affairs of the District through December 31st of such fiscal year. In all events, the audit report must be submitted to the District within six months of the close of such fiscal year. Such audit shall be conducted in accordance with generally accepted auditing standards by a registered or certified public accountant, who has not maintained the books, records and accounts of the District during the subject fiscal year. The auditor shall prepare, and certify as to its accuracy, an audit report, including a financial statement and short form balance sheet based on such audit, an unqualified opinion or qualified opinion with explanations, and a full disclosure of violations of State law, pursuant to statutory requirements.

2. A copy of the audit report shall be maintained by the District as a public record for public inspection at all reasonable times.
3. The Treasurer shall forward a copy of the audit report to the State Auditor or other relevant State official, pursuant to statutory requirements.

**Section 10. Corporate Seal.** The seal of the District shall be a circle containing the name of the District shall be used on all documents and in such manner as seals generally are used by public and private corporations. The Secretary shall have custody of the seal and shall be responsible for its safe keeping and care.

**Section 11. Disclosure of Conflict of Interest.** Any Board member's potential conflict of interest shall be disclosed in accordance with Colorado law, particularly Article 18 of Title 24, C.R.S., and Section 32-1-902(3) and 18-8-308, C.R.S. or as provided by law.

**Section 12. Compensation.** Each Director may receive compensation as prescribed by statute. No Director shall receive compensation as an employee of the District, except as may be provided by statute.

**Section 13. Indemnification of Directors and Employees.** The District shall defend, hold harmless and indemnify any Director, officer, agent, or employee, whether elective or appointive, against any tort or liability, claim or damage, whether groundless or otherwise, arising out of any alleged act or omission occurring during the performance of duty, as more fully defined by an Indemnification Resolution. The provisions of this Section 13 shall be subject to and, to the extent of any inconsistency therewith, shall be modified by the Colorado Governmental Immunity Act, 24-10-101, eq seq., C.R.S.

**Section 14. Bidding and Contracting Procedures.** Except in cases in which District will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of \$25,000 or more. District may reject any and all bids, and if it appears that District can perform the work or secure material for less than the lowest bid, it may proceed to do so in accordance with Section 32-1-1001(d), C.R.S.

**Commented [CS11]:** Statute requires \$60,000, so the Board has elected to require bids for projects over \$25K. This could be changed to \$60K if the Board prefers.

A Notice or Invitation to Bid shall be prepared and published in accordance with statutory directive.

Notwithstanding the foregoing, the District may award an integrated project delivery (i.e., "design/build") contract upon (i) the determination of the Board that integrated project delivery represents a timely or cost-effective alternative for a project; (ii) publication of a request for qualifications and/or request for proposals; and (iii) compliance with Part 18 of Article 1, Title 32, C.R.S.

—The Board retains the right, in its sole discretion, to reject any or all proposals; determine the proposal and subcontractors that will serve the best interests of the District; and determine the proposal and subcontractor which is most responsible to perform the work.

Bids must be accompanied by an acceptable bidder's bond, or a certified check payable to District, in an amount equal to 5% of the bid. If, within the time designated in the Notice of Award, the Contract is not executed, and, if required, a Payment and Performance Bond and Certificates of Insurance are not provided, District shall keep the bid bond as liquidated damages, and assess such other damages as District may determine.

**Commented [CS12]:** This is not required by law, so bidder's bonds could be optional if you prefer, depending on the project.

A Payment and Performance Bond is required for cContracts over \$50,000 for construction or repair of a public building or public works, and are discretionary with the Board under that amount. Sections 38-26-105 and 106, C.R.S.

~~Ten~~ For any contract exceeding \$150,000 for the construction, alteration, or repair of any highway, public building, public work, or public improvement, structure, or system, including real property, five percent of all progress payments-estimates shall be withheld during the construction until 50% of the contract work has been performed; thereafter, no additional sums shall be withheld if satisfactory progress is being made. For any contract exceeding \$15080,000, the contractor may deposit acceptable securities in lieu of such retained amounts in accordance with law in accordance with Section 24-91-1053, C.R.S.

**Commented [CS13]:** This was a statutory update from retainage of 10% of the first 50% of the contract to 5% throughout the contract.

**Section 15. Modification of Bylaws.** These Bylaws may be altered, amended or repealed at any regular meeting or at any special meeting of the Board called for that purpose.

ADOPTED this 31<sup>st</sup> day of January, 2022, by the Board of Directors of the Colorado City Metropolitan District.



**COLORADO CITY  
METROPOLITAN  
DISTRICT**

**BYLAWS**

**REVISED JULY 30, 2019**

**COLORADO CITY METROPOLITAN DISTRICT**

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# COLORADO CITY METROPOLITAN DISTRICT

## BYLAWS

**Section 1. Authority.** Colorado City Metropolitan District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with, Section 32-1-101 et seq., C.R.S.

**Section 2. Purpose.** It is hereby declared that the Bylaws hereinafter set forth will serve a public purpose.

**Section 3. Policies of the Board.** It shall be the policy of the Colorado City Metropolitan District Board of Directors, consistent with the availability of revenues, personnel, and equipment, to use its best efforts to provide water, sewer and recreation services.

**Section 4. Board of Directors.** All powers, privileges and duties vested in, or imposed upon, the Colorado City Metropolitan District (hereinafter referred to as "District") by law shall be exercised and performed by and through the Board of Directors (hereinafter referred to as "Board"), whether set forth specifically or impliedly in these Bylaws. The Board may delegate to officers and employees of District any or all administrative and ministerial powers.

Without restricting the general powers conferred by these Bylaws, it is hereby expressly declared that the Board shall have the following powers and duties:

a. To confer upon any appointed officer of District the power to choose, remove or suspend employees or agents upon such terms and conditions as may seem fair and just and in the best interest of District.

b. To determine and designate, except as otherwise provided by law or these Bylaws, who shall be authorized to make purchases, negotiate leases for office space, and sign receipts, endorsements, checks, releases and other documents.

c. To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.

d. To prepare financial reports, other than the statutory audit, covering each year's fiscal activities; and said reports, if requested, shall be submitted to the Board and made available for inspection by the public.

#### **Section 5. Office.**

a. Business Office. The principal business office of District shall be at 4497 Bent Brothers Boulevard, Colorado City, Colorado, unless otherwise designated by the Board.

b. Establishing Other Offices and Relocation. The Board, by resolution, may from time to time, designate, locate and relocate its executive and business office and such other offices as, in its judgment, are necessary to conduct the business of District.

#### **Section 6. Meetings.**

a. Regular Meetings Regular meetings of the Board shall be held on the second and last Tuesday of each month at the Colorado City Administration Office, 4497 Bent Brothers Boulevard, Colorado City, Colorado, unless otherwise noticed and posted. The Board shall hold a study session meeting beginning at 6:00 p.m. on the second and last Tuesday, which will be followed by a regular meeting upon completion of the study session.

b. Meeting Public. All meetings of the Board, other than executive sessions, shall be open to the public.

c. Notice of Meetings. Section 6.a shall constitute formal notice of regular meetings to Board members, and no other notice shall be required to be given to the Board, other than the 24-hour agenda notice as required by statute, which shall be provided on the District's public website or at a designated public place within the boundaries of the District, in the event that the District is unable to post a notice online in exigent or emergency

circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online. Written waivers of notice by Board members are not necessary.

d. Special Meetings. Special meetings of the Board may be called upon 24 hours written notice, which shall be posted, as required by statute, on the District's public website or at a designated public place within the boundaries of the District, in the event that the District is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

e. No Informal Action by Directors. All official business of the Board shall be conducted at regular or special meetings. All matters concerning personnel, litigation and real estate will be addressed at executive sessions of the Board.

f. Adjournment and Continuance of Meetings. When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting if the time and place thereof are announced at the meeting at which the continuance is taken, other than as required by law. At the continued meeting, any business may be transacted which might have been transacted at the original meeting.

## **Section 7. Conduct of Business.**

a. Quorum. All official business of the Board shall be transacted at a regular or special meeting at which a quorum (i.e. three) of the Directors shall be present, except as provided in Section 7.b.

b. Vote Requirements. Any action of the Board shall require the affirmative vote of a majority of the Directors present and voting. When special or emergency circumstances affecting the affairs of District and the health and safety of District residents so dictate, then those Directors available at the time may undertake whatever action is considered necessary and may so instruct District's employees, such actions which shall later be ratified by the Board.

c. Order of Business. The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order:

1. Call to Order;
2. Pledge of Allegiance;
3. Quorum Check;
4. Approval of Agenda;
5. Approval of Minutes;
6. Bills Payable;
7. Manager's Report;
8. Reading by Chairperson of the Statement of Conduct and Demeanor.

#### STATEMENT OF CONDUCT AND DEMEANOR

In order for the business of the Board to be conducted in the most effective and expeditious manner, it is necessary that all persons present maintain a demeanor of civility toward the board, staff, and each other. Conduct that appears threatening or aggressive will not be tolerated. Shouting, speaking out of order, or the use of offensive gestures similarly are not acceptable. Such behavior shall constitute the forfeiture of your right to remain in attendance and may, as a point of order brought to the board's attention by counsel or any board member including the chairperson, result in your being asked to leave the meeting by the chairperson or, upon your refusal, being escorted out of the meeting by the proper authority.

9. Citizens Input (This shall be limited to 5 minutes for any one speaker, and not more than 10 speakers may participate. The chairperson shall designate someone to time the presentations, or an electronic device may be utilized. In order to qualify to speak, each speaker must sign the sheet made available at the door prior to the meeting. The sheet shall contain the speaker's name, address and the agenda item or other subject to be addressed. Space shall be provided on the sheet for a speaker to address additional agenda items if fewer than 10 speakers have signed. The sheet shall be collected at 6:00, and no other

participants may be added. At the appropriate time, the chairperson shall call on the speakers in order of their signing. No person may yield his/her time to any other speaker. If fewer than 10 citizens have signed in, the chairperson may call upon citizens who have signed to address additional agenda items. This shall be accomplished in the order of signing for additional items. Once 10 speakers have addressed the board, citizen input shall end. At the chairperson's discretion, citizens may be called out of signing order to offer opposing points of view to those made by a previous speaker. Chairperson also has discretion to end the comment of a citizen if the comment merely repeats the comments of an earlier speaker. In the rare instance of the board's having to take action on an item not anticipated in advance of a meeting, the chairperson, any director, or the district manager may seek input from citizens. These comments shall similarly be limited to 5 minutes with not more than 4 speakers being allowed to make presentations. On rare occasion, the board may deviate from the 10 person limit if such deviation is unanimously approved by the directors present. If the board elects to so deviate, the number of additional speakers shall be set, and presentations shall be limited to 3 minutes for each additional speaker. There shall be no repeat speakers. This is not a time for citizens to be asking for immediate input from directors or staff. That should be accomplished by phone, e-mail, letter, or in person, not during the board meeting and only after the director or staff member has been given ample opportunity for proper deliberation. All comments must conform to the expectations expressed in the Statement of Conduct and Demeanor.)

10. Agenda Items (This is a time to consider and act on specific agenda items. Discussion of these items shall generally occur only among directors. This shall not be open to public discussion unless a director or the district manager believes a certain citizen may have particular insight into the item under consideration. Directors may seek input from staff in attendance and/or counsel. Unsolicited comments made by the public shall be considered out of order. If a person has requested and approved to be placed on the agenda to present an agenda item to the board, and such person fails to timely arrive at the meeting that agenda item may be stricken by the chairperson. It shall



remain at the discretion of the staff to determine whether or not the request of a citizen to present an agenda item shall be granted.)

11. Attorney's Report
12. New Business
13. Old Business
14. Correspondence
15. Executive Session (if needed)
16. Adjournment

d. Motions and Resolutions. Each and every action of the Board necessary for the governing and management of the affairs of District, for the execution of the powers vested in the District, and for carrying into effect the provisions of Article 1 of Title 32 , C.R.S., shall be taken by the passage of motions or resolutions.

e. Minute Book. Within a reasonable time after passage, all resolutions and motions and all minutes of Board meetings shall be recorded in a book kept for that purpose and shall be attested by the Secretary.

## **Section 8. Directors, Officers and Personnel.**

a. Director Qualifications and Terms. Directors shall be electors of the District. The term of each Director shall be determined by relevant statutory provisions with elections held in even numbered years and conducted in the manner prescribed by Articles 1 through 13, Title 1, and Part 8, Article 1, Title 32, C.R.S. or as provided by law. Each Director shall sign an oath of office and, at the expense of the District, furnish a faithful performance surety bond in a sum of no less than \$1,000.

b. Director's Performance of Duties. A Director of the District shall perform duties as a Director, including duties as a member of any committee of the Board upon which the Director may serve in good faith, in a manner in which the Director reasonably believes is in the best interest of the District, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing the Director's duties, the Director shall be entitled to rely on information,

opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in subparagraphs 1, 2 and 3 of this subsection b; but the Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs the Director's duties shall not have any liability by reason of being or having been a Director of the District. Those programs and groups upon whose information, opinions, reports, and statements a Director is entitled to rely are:

1. One or more officers or employees of District whom the Director reasonably believes to be reliable and competent in the matters presented;
2. Counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; and
3. A committee of the Board upon which the Director does not serve, duly designated in accordance with the provisions of the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

c. Oath of Office. Each member of the Board, before assuming the responsibilities of his office, shall take and subscribe to an oath of office in the following form, to-wit:

**OATH OF OFFICE**

**STATE OF COLORADO )**

**COUNTY OF PUEBLO    )**

I, \_\_\_\_\_, will faithfully support the Constitution of the United States and the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of office of Director of the Colorado City Metropolitan District, upon which I am about to enterability.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk,  
District Court Clerk,

Chairman of the Board of Directors, or  
Notary Public

d. Election of Officers. The Board of Directors shall elect from its membership a President, a Secretary and Treasurer, Assistant Secretary and Assistant Treasurer, who shall be the officers of the Board of Directors and of the District. The officers shall be elected by a majority of the Directors voting at said election. The election of the officers shall be conducted biennially at the first regular meeting of the Board following the regular biennial election of the Directors held in May of even numbered years. Each officer so elected shall serve for a term of two years, which term shall expire upon the election of the successor or upon their reelection to that office.

e. Vacancies. Any vacancy occurring shall be filled by an affirmative vote of a majority of the remaining Directors, as prescribed by statute. The appointed individual must meet the statutorily prescribed qualifications for Directors, and shall serve until the next regular election.

f. Resignation and Removal. Directors may be removed from office only by provisions prescribed by statute. Any Director may resign

at any time giving written notice to the President, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

g. President and Chairman. The President shall be the Chairman of the Board and preside at all meetings; the President shall also be the chief executive officer of the District. Except as otherwise authorized, the President shall sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of the District.

h. Secretary. The Secretary shall be responsible for the records of the District; may act as Secretary at meetings of the Board and record all votes; shall be responsible for composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be custodian of the seal of the District and shall have the power to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.

i. Treasurer. The Treasurer shall be chairman of the Budget Committee and of the Audit Committee. The Treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of District in permanent records. The Treasurer shall file with the Clerk of the Court, at the expense of District, a corporate fidelity bond in an amount determined by the Board of not less than \$5,000, conditioned on the faithful performance of the duties of the Treasurer's office.

j. Recording Secretary. The Board shall have the authority to appoint a recording Secretary who need not be a member of the Board of Directors, and who shall be responsible for recording all votes and composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be the official record of the Board. The recording secretary shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.

k. Additional Duties. The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, by the Bylaws or Rules and Regulations of the District, or by special exigencies, which shall later be ratified by the Board.

l. Manager. The Board may appoint a manager to serve for such term and upon such conditions, including salary, as the Board may establish. The manager shall have general supervision over the administration of the affairs, employees and business of District and shall be charged with the hiring and discharging of employees and the management of District properties. The manager shall have the care and custody of all funds of District and shall deposit the same in the name of District in such banks or savings and loan associations as the District may select. The manager should approve all vouchers, orders and checks for payment. The manager shall keep regular books of account of all District transactions and shall obtain, at District's expense, such bond for the faithful performance of the manager's duties as the Board may designate.

m. Personnel Selection and Tenure. The selection of agents, employees, engineers, accountants, special consultants and attorneys of the District by the Board will be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. Agents and employees shall hold their offices at the pleasure of the Board. Contracts for professional services of engineers, accountants, special consultants and attorneys may be entered into on such terms and conditions as may seem reasonable and proper to the Board.

**Section 9. Financial Administration.**

a. Fiscal Year. The fiscal year of the District shall commence on January 1 of each year and end on December 31.

b. Budget Committee. There shall be a permanent committee, known as the Budget Committee, composed of the Treasurer, a member of the Board appointed by the President, and the manager, which shall be responsible for preparation of the annual budget of District and such other matters as may be assigned to it by the President or the Board.

c. Budget. On or before October 15th of each year, the Budget Committee shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed budget shall be accompanied by a statement which shall describe the important features of the budget plan and by a general summary wherein shall be set forth the aggregate figures of the budget in such manner as to show the balance relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. It shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District shall be classified according to the nature of receipts.

d. Notice of Budget. Upon receipt of such proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the business office; that the Board will consider the adoption of the proposed budget on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption. Notice shall be posted or published in substantial compliance with Section 29-1-106, C.R.S.

e. Adoption of Budget. On the day set for consideration of such proposed budget, the Board shall review the proposed budget and revise, alter, increase or decrease the items as it deems necessary in view of the needs of District and the probable income of District. The Board shall then adopt a budget setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budget expenditures with special consideration given to the proposed ad valorem tax levy.

f. Levy and Collection of Taxes. On or before December 15th of each year, unless an election for an increased operating levy is held, the Board shall certify to the Board of County Commissioners of the county in which the District was formed the mill levy established for the ensuing

fiscal year, in order that, at the time and in the manner required by law for the levying of taxes, such Commissioners shall levy such tax upon the assessed valuation of all taxable property within the District.

g. Filing the Budget. On or before January 30th of each year, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Colorado State Department of Local Affairs.

h. Appropriating Resolution.

1. At the time of adoption of the budget, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated thereunder shall not exceed the amounts fixed therefor in the budget adopted pursuant to Section 9.e.
2. The income of District, as estimated in the budget and as provided for in the tax levy resolution and other revenue and borrowing resolutions, shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by appropriation resolution.
3. The Board may make an appropriation to and for a contingent fund to be used in cases of emergency or other unforeseen contingencies.

i. No Contract to Exceed Appropriation. The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for any purposes, for which provisions is not made in appropriation resolution, including any legally authorized amendment thereto, in excess of the amounts of such appropriations for that fiscal year. Any contract, verbal or written, contrary to the terms of this sub-section shall be void ab initio, and no District funds shall be expended in payment of such contracts, except as provided in the following sub-section.

j. Contingencies.

1. In cases of emergency caused by a natural disaster, public enemy, or some contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a two-thirds vote of the entire membership of the Board. Such resolution shall set forth in full the facts concerning the emergency and shall be included in the minutes of that meeting.
2. If so enacted, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government in the Colorado State Department of Local Affairs and shall be published in compliance with statutory requirements.

k. Payment of Contingencies.

1. If there is unexpended or uncommitted money in funds other than those to which the emergency relates, the Board shall transfer such available money to the fund from which the emergency expenditure is to be paid.
2. To the extent that transferable funds are insufficient to meet the emergency appropriation, the Board may borrow money through (a) the issuance of tax anticipation warrants, to the extent that the mill levy authority of the District is available as specified under Section 29-1-115, C.R.S., or (b) the issuance of bond anticipation notes payable from future bond proceeds or operating revenue, or (c) any other lawful and approved method.

l. Annual Audit.

1. The Board shall cause an annual audit to be made at the end of the fiscal year of all financial affairs of the District through December 31st of such fiscal year. In all events, the audit



report must be submitted to the District within six months of the close of such fiscal year. Such audit shall be conducted in accordance with generally accepted auditing standards by a registered or certified public accountant, who has not maintained the books, records and accounts of the District during the subject fiscal year. The auditor shall prepare, and certify as to its accuracy, an audit report, including a financial statement and short form balance sheet based on such audit, an unqualified opinion or qualified opinion with explanations, and a full disclosure of violations of State law, pursuant to statutory requirements.

2. A copy of the audit report shall be maintained by the District as a public record for public inspection at all reasonable times.
3. The Treasurer shall forward a copy of the audit report to the State Auditor or other relevant State official, pursuant to statutory requirements.

**Section 10. Corporate Seal.** The seal of the District shall be a circle containing the name of the District shall be used on all documents and in such manner as seals generally are used by public and private corporations. The Secretary shall have custody of the seal and shall be responsible for its safe keeping and care.

**Section 11. Disclosure of Conflict of Interest.** Any Board member's potential conflict of interest shall be disclosed in accordance with Colorado law, particularly Article 18 of Title 24, C.R.S., and Section 32-1-902(3) and 18-8-308, C.R.S. or as provided by law.

**Section 12. Compensation.** Each Director may receive compensation as prescribed by statute. No Director shall receive compensation as an employee of the District, except as may be provided by statute.

**Section 13. Indemnification of Directors and Employees.** The District shall defend, hold harmless and indemnify any Director, officer, agent, or employee, whether elective or appointive, against any tort or liability, claim or damage, whether

groundless or otherwise, arising out of any alleged act or omission occurring during the performance of duty, as more fully defined by an Indemnification Resolution. The provisions of this Section 13 shall be subject to and, to the extent of any inconsistency therewith, shall be modified by the Governmental Immunity Act, 24-10-101, eq seq., C.R.S.

**Section 14. Bidding and Contracting Procedures.** Except in cases in which District will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of \$25,000 or more. District may reject any and all bids, and if it appears that District can perform the work or secure material for less than the lowest bid, it may proceed to do so in accordance with Section 32-1-1001(d), C.R.S.

A Notice or Invitation to Bid shall be prepared and published in accordance with statutory directive.

The Board retains the right, in its sole discretion, to reject any or all proposals; determine the proposal and subcontractors that will serve the best interests of the District; and determine the proposal and subcontractor which is most responsible to perform the work.

Bids must be accompanied by an acceptable bidder's bond, or a certified check payable to District, in an amount equal to 5% of the bid. If, within the time designated in the Notice of Award, the Contract is not executed, and, if required, a Payment and Performance Bond and Certificates of Insurance are not provided, District shall keep the bid bond as liquidated damages, and assess such other damages as District may determine.

A Payment and Performance Bond is required for Contracts over \$50,000, and are discretionary with the Board under that amount. Sections 38-26-105 and 106, C.R.S.

Ten percent of all pay estimates shall be withheld during the construction until 50% of the contract work has been performed; thereafter, no additional sums shall be withheld if satisfactory progress is being made. For any contract exceeding \$80,000, the contractor may

deposit acceptable securities in lieu of such retained amounts in accordance with law in accordance with Section 24-91-103, C.R.S.

**Section 15. Modification of Bylaws.** These Bylaws may be altered, amended or repealed at any regular meeting or at any special meeting of the Board called for that purpose.

ADOPTED this 31<sup>st</sup> day of January, 2022, by the Board of Directors of the Colorado City Metropolitan District.





## Bids on Property

Unit	lot	book price	Area/Frontage	W/S	Zoning	ROAD	Fund
25	429	\$1210	.21	W/S	R-1	NR/	E
	430	\$1210	.21	W/S	R-1	will be put in \$12,000	E

**G-- General Fund**  
**E—Property Enterprise**



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

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

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

**Property with No Residences)**  
 **Property with Residences-Residential Addendum Attached)**

Date: 3/21/2022

**AGREEMENT**

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

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** John Galusha and Beverly Fodor (Buyer) will take title to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other**

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

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

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

Lots 429 and 430, Unit 25, Colorado City

known as No. \_\_\_\_\_  
Street Address City State Zip

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

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

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

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

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

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

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

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

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

53  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,  
54 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:  
55  
56  
57

58  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that  
59 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
60 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
61 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
62 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
63 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
64

65  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
66  
67

68  
69 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
70 conveyed as part of the Purchase Price as follows:  
71  
72  
73

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

76 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
77 § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to  
78 Buyer by executing the applicable legal instrument at Closing.

79 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
80  
81  
82

83 **3. DATES, DEADLINES AND APPLICABILITY.**

84 **3.1. Dates and Deadlines.**

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



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

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

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

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

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 12,000	
2	§ 4.3	Earnest Money		\$
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		\$ 12,000
10		<b>TOTAL</b>	\$ 12,000	\$ 12,000

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

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

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

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

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

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

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

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

122 **4.5. New Loan.**

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

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

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

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

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

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

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

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

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

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

810

**ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

813  
814  
815  
816  
817

818 **31. OTHER DOCUMENTS.**

819 **31.1.** The following documents **are a part** of this Contract:

820  
821  
822

823 **31.2.** The following documents have been provided but are **not** a part of this Contract:

824  
825  
826

**SIGNATURES**

827

828 Buyer's Name: John Galusha

Buyer's Name: Beverly Fodor

John Galusha 3-21-2022  
Buyer's Signature Date

Beverly Fodor 3-21-22  
Buyer's Signature Date

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

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

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

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

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

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

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

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

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

830

831

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

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

(To be completed by Broker working with Buyer)

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

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

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

Broker is working with Buyer as a  **Buyer's Agent**  **Transaction-Broker** in this transaction.  This is a **Change of Status**.

**Customer**. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

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

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

---

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

(To be completed by Broker working with Seller)

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

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

Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.  This is a **Change of Status**.

**Customer**. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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



**COLORADO CITY METROPOLITAN DISTRICT  
PUBLIC NOTICE  
MEETING COLORADO CITY ARCHITECTURAL ADVISORY COMMITTEE  
And COLORADO CITY BOARD OF DIRECTORS**

A meeting of the CCAAC Committee and Board of Directors of the Colorado City Metropolitan District will be held Thursday March 10, 2022, **beginning at 1:00 p.m.**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.
  
4. APPROVAL OF AGENDA.
  
5. Agenda Item.  
Architectural Considerations
6. ADJOURNMENT.

Chairman Elliot adjourns the meeting at 1:02 pm as there is not a quorum present.

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



**COLORADO CITY METROPOLITAN DISTRICT  
PUBLIC NOTICE  
MEETING COLORADO CITY ARCHITECTURAL ADVISORY COMMITTEE  
And COLORADO CITY BOARD OF DIRECTORS**

A meeting of the CCAAC Committee and Board of Directors of the Colorado City Metropolitan District will be held Thursday March 17, 2022, **beginning at 1:00 p.m.**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.
  
4. APPROVAL OF AGENDA.
  
5. Agenda Item.  
Architectural Considerations
6. ADJOURNMENT.

Chairman Elliot adjourns the meeting at 1:05 pm as there is not a quorum present.

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



**COLORADO CITY METROPOLITAN DISTRICT  
PUBLIC NOTICE  
MEETING COLORADO CITY ARCHITECTURAL ADVISORY COMMITTEE  
And COLORADO CITY BOARD OF DIRECTORS**

A meeting of the CCAAC Committee and Board of Directors of the Colorado City Metropolitan District will be held Thursday March 24, 2022, **beginning at 1:00 p.m.**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.
  
4. APPROVAL OF AGENDA.
  
5. Agenda Item.  
Architectural Considerations
6. ADJOURNMENT.

Chairman Elliot adjourns the meeting at 1:00 pm as there is not a quorum present.

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







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

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, March 8, 2022. Called to order by Chairman Elliot at 6:00 pm

1. Beckwith Survey cost Graber and Perry

Mr. Graber presented his report to the Board, which was included in the agenda packet. The cost of all of the repairs is in or about 3.5-4 million dollars at this point. Manager Eccher has been looking into grants to assist with the cost. Mr. Graber mentioned FEMA disaster relief that the dam does qualify at this time. There are also grants at the State level. Mr. Collins posed the question of if there are any grant writers that Mr. Graber could recommend. The proposal today is in the beginning stages of process. Getting these grants is going to be the next step. Manager does have few meetings scheduled in the near future for grant monies. It is a very long process, getting grant money and getting the project started. Mr. Collins posed the question "what do we as a Board need to do to get the process started?" Mr. Graber stated that in order to start the process, the proposal needs to be signed to move forward by April 1, 2022. Mr. Cook shared that he believes after a meeting in LaVeta he attended with Mr. Elliot, they have a few grant writers' information that can possibly be utilized. Chairman Elliot posed the question of the timeline and will we be compliance.

2. Land Sales, Property offers and Discussion

Manager went over all the offers included in the packet. Mr. Collins asked how Manager Eccher felt about the offers and Mr. Cook asked about roads availability. Further discussion proceeded between the Board and Manager Eccher.

3. CCAAC Review

Chairman Elliot went over a letter received from a previous denial for new construction. He is asking for Board approval to proceed with responding to the letter. Approval for 4300 Mustang Way-Garage, 4951 Gilpin-House 4 first letters, 4 second letters, 1 third letter certified.

COLORADO CITY METROPOLITAN DISTRICT

---

Neil Elliot, Chairperson

ATTEST:

---

Harry Hochstetler, Treasure

Approved this 29th day of March 2022

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

## BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, March 8, 2022, Chairman Elliot called the meeting to order at 6:35 pm.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK:  
Chairperson Neil Elliot  
Secretary Greg Collins  
Treasurer Harry Hochstetler  
Director Bob Cook  
Director Terry Kraus

Also in Attendance:

Jim Eccher, District Manager  
Yvonne Barron, Finance Director  
Greg Bailey/Gary Golladay Water & Sewer  
Ayden Gillund Utilities  
Josh Briggs, Parks and Rec

5. APPROVAL OF AGENDA.  
Mr. Collins motions to approve the Agenda. Mr. Kraus seconds the motion to approve. All Board Members are in favor. The Agenda is approved.
6. APPROVAL OF MINUTES.  
Study Session February 22,2022  
Regular Meeting February 22, 2022  
CCACC Minutes February 24 March 3, 2022  
Mr. Hochstetler motions to approve the minutes. Mr. Kraus seconds the motion. All Board Members are in favor. The minutes are approved.
7. BILLS PAYABLE.  
Mr. Collins motions to approve the bills. Mr. Hochstetler seconds the motion. Open for discussion. Mr. Cook posed the question of why the roads department would need a utility knife and a hammer. Shared he feels that there is still not "shopping" around for best deals or purchases being put into the correct categories. Manager Eccher did share that after further review of the report that he did send out a memo to all departments regarding "shopping" around for the best deals and submitting purchase orders with the correct categories to be posted to. All Board Members said voted "I", Mr. Cook was opposed. Motion to pay the bills approved.
8. FINANCIAL REPORT. January 2022  
Mr. Cook asked for specifics on the Golf Course lease and what the Restaurant pays monthly. The Pro Shop will show up in March due to the contract not being signed.
9. OPERATIONAL REPORT.  
All reports that are included the agenda were reviewed and presented to the Board during this time.
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND Demeanor.
11. CITIZENS INPUT.  
Travis Nelson presented his update on his water plan and the impact that it may come to Colorado City.
12. ATTORNEYS REPORT. N/A
13. AGENDA ITEMS:

**Property Proposals**

**Discussion/Action**

Mr. Collins motions to counter the proposed offer to \$70,000.00:

Unit 5 Lot 531 \$9000.00, Unit 23 lot 531 \$20,000.00. Unit 23 lot 398 \$12,000.00. Unit 23 lots 402 and 403 \$7000.00 each. Unit 23 lots 231 and 218 \$5000.00 each. \$5000.00 for roads. Mr. Hochstetler seconds the motion. Mr. Cook votes no. Mr. Collins votes yes. Mr. Kraus votes yes. Mr. Hochstetler votes yes. Motion passes.

Unit 25 lots 429 & 430 offering \$10,000.00. Mr. Collins motion to counter offer the proposal at \$7000.00 per lot. Chairman Elliot seconds the motion and opens for discussion. Mr. Kraus poses the question of the counteroffer. Mr. Collins shares that these are smaller lots but do have both water and sewer availability. Mr. Cook votes no. Mr. Collins votes yes. Mr. Kraus votes yes. Mr. Hochstetler votes no. Chairman Elliot votes yes. Motion passes.

14. OLD BUSINESS. Covenants Lawyer/ Dump Truck /Applewood Park/Cameras for plants/Auditors/  
Water Lease/Water Loss update/Compliance letter  
Covenants Lawyer is still in discussion. Dump truck, in a holding pattern currently. Applewood Park, weather delay. Cameras still waiting on Jenson. Auditors, needs to be done sooner than later. Water Loss, we have found some part of the water loss. Compliance letters, water is safe has been safe and we should only have to send one more insert in billing. Mr. Cook would like to know about the update on the well repair. Manager Eccher to follow. Playground is not done, why. Weather, need the dump truck. Moved to greenbelt. Status on campground host Manager Eccher shares it is process. Mr. Cook states that he has requested multiple documents and he has not received them and would like to know. Manager Eccher shared that this is in process. Mr. Cook motioned to fire the Manager. Then motion was not seconded. Failed.
15. NEW BUSINESS: N/A
16. CCACC
  - A. New Construction
    1. 4300 Mustang Way                      Garage  
Mr. Cook motions to approve. Mr. Kraus seconds the motion. All were in favor. Motion passes.
    2. 4951 Gilpin                                      House  
Mr. Cook motions to approve the house. Mr. Collins seconds the motion. All were in favor. Motion passes.
  - B. Actions
    - a. 4 first letters
    - b. 4 second letters
    - c. 1 third letter certified  
Mr. Cook motions that all letters be approved letters be sent out. Mr. Collins seconds the motion. Open for discussion. Mr. Collins requests that he would like to know what the letters are regarding. Presented to the Board by Manager Eccher. Mr. Cook votes yes. Chairman Elliot votes yes. Mr. Collins Votes yes. Mr. Kraus votes yes. Mr. Hochstetler votes yes. Letters are approved to be sent.
17. CORRESPONDENCE.
18. EXECUTIVE SESSION:
19. ADJOURNMENT.  
Mr. Collins motions adjourn the meeting. Mr. Kraus seconds the motion. Chairman Elliot adjourn the meeting at 7:45 pm.

COLORADO CITY METROPOLITAN DISTRICT

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Neil Elliot, Chairperson

ATTEST:

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Harry Hochstetler, Treasure

Approved this 29th day of March 2022

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



Report Criteria:

Report type: GL detail  
Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>35246</b>							
03/22	03/24/2022	35246	BH2 Land Surveying LLC	Stake Gilpin Street/Roads	01-6000-7122	500.00	500.00
Total 35246:							500.00
<b>35247</b>							
03/22	03/24/2022	35247	Business Solutions Leasing	Copier Lease-April/Adm	01-0100-7122	212.26	212.26
Total 35247:							212.26
<b>35248</b>							
03/22	03/24/2022	35248	Caselle, Inc.	Annual Contract Support/Adm	01-0100-7122	3,678.40	3,678.40
03/22	03/24/2022	35248	Caselle, Inc.	Annual Contract Support/WTP	02-0100-7122	3,678.40	3,678.40
03/22	03/24/2022	35248	Caselle, Inc.	Annual Contract Support/WWTP	03-0100-7122	3,678.40	3,678.40
Total 35248:							11,035.20
<b>35249</b>							
03/22	03/24/2022	35249	CenturyLink	Advertising/GC	04-0100-7110	8.88	8.88
Total 35249:							8.88
<b>35250</b>							
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-GCM	04-0201-7191	525.32	525.32
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas - W&S Shop	02-0100-7191	582.19	582.19
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas - W&S Shop	03-0100-7191	582.19	582.19
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-WWTP	03-0100-7191	229.39	229.39
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-GC	04-0100-7191	1,264.08	1,264.08
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-Adm	01-0100-7191	530.44	530.44
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-Cold Spring-WTP	02-0100-7191	629.31	629.31
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-WTP	02-0100-7191	1,824.56	1,824.56
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-Pool-P&R	01-0203-7191	51.14	51.14
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-Rec B-P&R	01-0203-7191	236.44	236.44
03/22	03/24/2022	35250	Colorado Natural Gas, Inc.	Natural Gas-Rec A- P&R	01-0203-7191	293.65	293.65
Total 35250:							6,748.71
<b>35251</b>							
03/22	03/24/2022	35251	Colorado Special Districts Prop	Property & Liability Ins./P&R	01-0208-7144	15.00	15.00
Total 35251:							15.00
<b>35252</b>							
03/22	03/24/2022	35252	DIETZE AND DAVIS, P.C.	Professional Service - Matter 10949.001/	01-0100-7141	616.00	616.00
03/22	03/24/2022	35252	DIETZE AND DAVIS, P.C.	Professional Service - Matter 10949.001/	01-0208-7141	889.00	889.00
03/22	03/24/2022	35252	DIETZE AND DAVIS, P.C.	Professional Service - Matter 10949.001/	01-0100-7141	570.00	570.00
03/22	03/24/2022	35252	DIETZE AND DAVIS, P.C.	Professional Service - Matter 10949.011/	01-0100-7141	28.00	28.00
03/22	03/24/2022	35252	DIETZE AND DAVIS, P.C.	Professional Service - Matter 10949.018/	01-0100-7141	224.00	224.00
Total 35252:							2,327.00
<b>35253</b>							
03/22	03/24/2022	35253	DPC Industries, Inc.	Chlorine, 150# CYL/WTP	02-0100-7150	2,727.11	2,727.11

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
03/22	03/24/2022	35253	DPC Industries, Inc.	Chlorine, 150# CYL/WTP	02-0100-7150	140.00	140.00
Total 35253:							2,867.11
<b>35254</b>							
03/22	03/24/2022	35254	Executech Utah, Inc.	Sophos,Acronis Server Backup/Adm	01-0100-7122	153.25	153.25
Total 35254:							153.25
<b>35255</b>							
03/22	03/24/2022	35255	Fleet Supply	Cat Mounting Bolts/WTP	02-0100-7150	30.48	30.48
03/22	03/24/2022	35255	Fleet Supply	Cat Mounting Bolts/WWTP	03-0100-7150	30.47	30.47
Total 35255:							60.95
<b>35256</b>							
03/22	03/24/2022	35256	Gary Golladay	Reimburs Recert Water "A"/WTP	02-0100-6320	135.00	135.00
Total 35256:							135.00
<b>35257</b>							
03/22	03/24/2022	35257	Gobin's, Inc.	March Copies/Lease/Adm	01-0100-7150	84.57	84.57
Total 35257:							84.57
<b>35258</b>							
03/22	03/24/2022	35258	Greg Bailey	Reimburse-Bags of Ice-samples/WTP	02-0100-7150	5.98	5.98
Total 35258:							5.98
<b>35259</b>							
03/22	03/24/2022	35259	Hanson Construction & Excavat	Exc Sewer LunarDr,Trench Shoring/WWW	03-0100-7122	2,339.85	2,339.85
Total 35259:							2,339.85
<b>35260</b>							
03/22	03/24/2022	35260	Mastercard	Zoom meeting/Adm	01-0100-7150	31.29	31.29
03/22	03/24/2022	35260	Mastercard	Ferguson 6G 120V 1500W Elec WHTR/	02-0100-7150	218.38	218.38
03/22	03/24/2022	35260	Mastercard	Ferguson 6G 120V 1500W Elec WHTR/	03-0100-7150	218.37	218.37
03/22	03/24/2022	35260	Mastercard	Co Motor Veh/P&R	01-0208-7125	17.72	17.72
03/22	03/24/2022	35260	Mastercard	GCSAOF Mem/GCM	04-0201-7124	170.00	170.00
03/22	03/24/2022	35260	Mastercard	GCSAA Mem/GCM	04-0201-7124	400.00	400.00
03/22	03/24/2022	35260	Mastercard	Tankless Waterheater/WWTP	03-0100-7150	169.99	169.99
03/22	03/24/2022	35260	Mastercard	Power Stop Front Break Kit/P&R	01-0208-7184	147.85	147.85
03/22	03/24/2022	35260	Mastercard	CGFOA Immersion Series Class 2/ADM	01-0100-6320	40.00	40.00
03/22	03/24/2022	35260	Mastercard	Drum BK Kit,Hinge Pins,Wrench Set/P&	01-0208-7184	344.81	344.81
03/22	03/24/2022	35260	Mastercard	Epson 522 Ink Refill/WTP	02-0100-7150	21.99	21.99
03/22	03/24/2022	35260	Mastercard	Hand Soap refill/Adm	01-0100-7150	16.00	16.00
03/22	03/24/2022	35260	Mastercard	Business Card Organizer/ADM	01-0100-7150	15.97	15.97
03/22	03/24/2022	35260	Mastercard	Pressure Washer, Pliers, Brush/WTP	02-0100-7150	398.08	398.08
03/22	03/24/2022	35260	Mastercard	Microsoft 365 Renewal/Adm	01-0100-7125	99.99	99.99
03/22	03/24/2022	35260	Mastercard	Battery for GMC/WTP	02-0100-7150	86.51	86.51
03/22	03/24/2022	35260	Mastercard	Battery for GMC/WWTP	03-0100-7150	86.50	86.50
03/22	03/24/2022	35260	Mastercard	Window Envelopes n/Return Add/Adm	01-0100-7150	22.42	22.42
Total 35260:							2,505.87



GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>35261</b>							
03/22	03/24/2022	35261	MetLife Small Business Center	Dental/Vision April-Customer #5348811	01-0000-2230	607.84	607.84
Total 35261:							607.84
<b>35262</b>							
03/22	03/24/2022	35262	Mountain Disposal	Portlet GC/GC	04-0100-7194	190.00	190.00
03/22	03/24/2022	35262	Mountain Disposal	Lake Beckwith 2X/P&R	01-0208-7194	110.00	110.00
03/22	03/24/2022	35262	Mountain Disposal	Cold Creek Potlet/P&R	01-0208-7194	100.00	100.00
03/22	03/24/2022	35262	Mountain Disposal	Campground/P&R	01-0208-7194	100.00	100.00
03/22	03/24/2022	35262	Mountain Disposal	Ballfield/P&R	01-0208-7194	40.00	40.00
03/22	03/24/2022	35262	Mountain Disposal	Trash/Adm	01-0100-7194	50.00	50.00
03/22	03/24/2022	35262	Mountain Disposal	Trash GCM/GCM	04-0201-7194	85.00	85.00
03/22	03/24/2022	35262	Mountain Disposal	Trash GC/GC	04-0100-7194	85.00	85.00
03/22	03/24/2022	35262	Mountain Disposal	Work Shop/WWTP	02-0100-7194	85.00	85.00
03/22	03/24/2022	35262	Mountain Disposal	Trash Sewer Plant/WWTP	03-0100-7194	70.00	70.00
03/22	03/24/2022	35262	Mountain Disposal	2YD Weekly Pool/P&R	01-0207-7194	70.00	70.00
03/22	03/24/2022	35262	Mountain Disposal	3YD CG EX/P&R	01-0208-7194	65.00	65.00
03/22	03/24/2022	35262	Mountain Disposal	2YD CG 2X/P&R	01-0208-7194	95.00	95.00
03/22	03/24/2022	35262	Mountain Disposal	2YD EOW N. Lake/P&R	01-0208-7194	55.00	55.00
03/22	03/24/2022	35262	Mountain Disposal	@YD EOW S Lake/P&R	01-0208-7194	55.00	55.00
Total 35262:							1,255.00
<b>35263</b>							
03/22	03/24/2022	35263	Precision Hydraulics, Inc.	Hydraulic Hose/WWTP	03-0100-7150	20.06	20.06
Total 35263:							20.06
<b>35264</b>							
03/22	03/24/2022	35264	Procom LLC	Pre-Employment Testing/WTP,WWTP	03-0100-7122	27.50	27.50
03/22	03/24/2022	35264	Procom LLC	Pre-Employment Testing/WTP,WWTP	02-0100-7122	27.50	27.50
Total 35264:							55.00
<b>35265</b>							
03/22	03/24/2022	35265	PSHCG	Health Ins - April 2022	01-0000-2230	1,088.08	1,088.08
03/22	03/24/2022	35265	PSHCG	Health Ins - April 2022	02-0000-2230	2,934.62	2,934.62
03/22	03/24/2022	35265	PSHCG	Health Ins - April 2022	03-0000-2230	2,768.54	2,768.54
03/22	03/24/2022	35265	PSHCG	Health Ins - April 2022	04-0000-2230	652.84	652.84
03/22	03/24/2022	35265	PSHCG	Health Ins - April 2022	04-0000-2230	601.30	601.30
03/22	03/24/2022	35265	PSHCG	Health Ins - April 2022	02-0100-6310	276.62	276.62
03/22	03/24/2022	35265	PSHCG	Health Ins - April 2022	03-0100-6310	414.94	414.94
Total 35265:							8,736.94
<b>35266</b>							
03/22	03/24/2022	35266	Pueblo Dept. of Public Health &	Testing/WTP	02-0100-7122	85.00	85.00
03/22	03/24/2022	35266	Pueblo Dept. of Public Health &	Testing/WWTP	03-0100-7122	93.00	93.00
Total 35266:							178.00
<b>35267</b>							
03/22	03/24/2022	35267	R & R Products, Inc.	Blades (5)/GCM	04-0201-7184	1,216.25	1,216.25
03/22	03/24/2022	35267	R & R Products, Inc.	Bearing w/cup Seal,Oil/GCM	04-0201-7184	131.25	131.25
03/22	03/24/2022	35267	R & R Products, Inc.	Bedknife, Lowcut/GCM	04-0201-7184	467.00	467.00
03/22	03/24/2022	35267	R & R Products, Inc.	Seal/GCM	04-0201-7184	53.00	53.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 35267:							1,867.50
<b>35268</b>							
03/22	03/24/2022	35268	Royal Electric Services, Inc.	Work on Sludge Pump/WTP	02-0100-7122	1,502.95	1,502.95
Total 35268:							1,502.95
<b>35269</b>							
03/22	03/24/2022	35269	Rye Telephone CO	Telephone/Adm	01-0100-7193	553.46	553.46
03/22	03/24/2022	35269	Rye Telephone CO	Telephone/P&R	01-0208-7193	159.91	159.91
03/22	03/24/2022	35269	Rye Telephone CO	Telephone/WWTP	03-0100-7193	268.52	268.52
03/22	03/24/2022	35269	Rye Telephone CO	Telephone/WTP	02-0100-7193	312.52	312.52
03/22	03/24/2022	35269	Rye Telephone CO	Telephone/GC	04-0100-7193	175.80	175.80
03/22	03/24/2022	35269	Rye Telephone CO	Telephone/GCM	04-0201-7193	99.37	99.37
Total 35269:							1,569.58
<b>35270</b>							
03/22	03/24/2022	35270	SGS North America Inc.	Testing-Alum,Iron,Metal/WWTP	03-0100-7122	275.00	275.00
03/22	03/24/2022	35270	SGS North America Inc.	Testing-Hexavalent Chromium/WTP	02-0100-7122	61.87	61.87
03/22	03/24/2022	35270	SGS North America Inc.	Testing-Organic Carbon/WWTP	03-0100-7122	100.00	100.00
03/22	03/24/2022	35270	SGS North America Inc.	Testing-Silver,Arsenic,Metal Dig/WWTP	03-0100-7122	222.84	222.84
Total 35270:							659.71
<b>35271</b>							
03/22	03/24/2022	35271	Sprint	Telephone/P&R	01-0208-7193	45.27	45.27
03/22	03/24/2022	35271	Sprint	Telephone/WTP	02-0100-7193	105.33	105.33
03/22	03/24/2022	35271	Sprint	Telephone/WWTP	03-0100-7193	87.14	87.14
03/22	03/24/2022	35271	Sprint	Telephone/WWTP	03-0100-7193	48.27	48.27
Total 35271:							286.01
<b>35272</b>							
03/22	03/24/2022	35272	The Service Center LLC	2021 F150 Tires & Instal/P&R	01-0208-7122	1,391.13	1,391.13
Total 35272:							1,391.13
<b>35273</b>							
03/22	03/24/2022	35273	The Standard Insurance Compa	Base Plan Fees/Adm	01-0100-7122	250.00	250.00
Total 35273:							250.00
<b>35274</b>							
03/22	03/24/2022	35274	Toro NSN	Service Agreement/GCM	04-0201-7122	155.00	155.00
Total 35274:							155.00
<b>35275</b>							
03/22	03/24/2022	35275	Unum Life Insurance	April 2022-Bill 0438376-000-6	01-0000-2230	200.01	200.01
03/22	03/24/2022	35275	Unum Life Insurance	April 2022-Bill 0438376-000-6	02-0000-2230	290.30	290.30
03/22	03/24/2022	35275	Unum Life Insurance	April 2022-Bill 0438376-000-6	03-0000-2230	253.63	253.63
03/22	03/24/2022	35275	Unum Life Insurance	April 2022-Bill 0438376-000-6	04-0000-2230	40.10	40.10
03/22	03/24/2022	35275	Unum Life Insurance	April 2022-Bill 0438376-000-6	04-0000-2230	82.13	82.13

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 35275:							866.17
<b>35276</b>							
03/22	03/24/2022	35276	US Postmaster	Postage/Adm	01-0100-7150	666.67	666.67
03/22	03/24/2022	35276	US Postmaster	Postage/WTP	02-0100-7150	666.67	666.67
03/22	03/24/2022	35276	US Postmaster	Postage/WWTP	03-0100-7150	666.66	666.66
Total 35276:							2,000.00
Grand Totals:							50,400.52

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-0000-2110	.00	14,520.57-	14,520.57-
01-0000-2230	1,895.93	.00	1,895.93
01-0100-6320	40.00	.00	40.00
01-0100-7122	4,293.91	.00	4,293.91
01-0100-7125	99.99	.00	99.99
01-0100-7141	1,438.00	.00	1,438.00
01-0100-7150	836.92	.00	836.92
01-0100-7191	530.44	.00	530.44
01-0100-7193	553.46	.00	553.46
01-0100-7194	50.00	.00	50.00
01-0203-7191	581.23	.00	581.23
01-0207-7194	70.00	.00	70.00
01-0208-7122	1,391.13	.00	1,391.13
01-0208-7125	17.72	.00	17.72
01-0208-7141	889.00	.00	889.00
01-0208-7144	15.00	.00	15.00
01-0208-7184	492.66	.00	492.66
01-0208-7193	205.18	.00	205.18
01-0208-7194	620.00	.00	620.00
01-6000-7122	500.00	.00	500.00
02-0000-2110	.00	16,826.37-	16,826.37-
02-0000-2230	3,224.92	.00	3,224.92
02-0100-6310	276.62	.00	276.62
02-0100-6320	135.00	.00	135.00
02-0100-7122	5,355.72	.00	5,355.72
02-0100-7150	4,295.20	.00	4,295.20
02-0100-7191	3,036.06	.00	3,036.06
02-0100-7193	417.85	.00	417.85
02-0100-7194	85.00	.00	85.00
03-0000-2110	.00	12,651.26-	12,651.26-
03-0000-2230	3,022.17	.00	3,022.17
03-0100-6310	414.94	.00	414.94
03-0100-7122	6,736.59	.00	6,736.59
03-0100-7150	1,192.05	.00	1,192.05
03-0100-7191	811.58	.00	811.58
03-0100-7193	403.93	.00	403.93
03-0100-7194	70.00	.00	70.00
04-0000-2110	.00	6,402.32-	6,402.32-
04-0000-2230	1,376.37	.00	1,376.37

GL Account	Debit	Credit	Proof
04-0100-7110	8.88	.00	8.88
04-0100-7191	1,264.08	.00	1,264.08
04-0100-7193	175.80	.00	175.80
04-0100-7194	275.00	.00	275.00
04-0201-7122	155.00	.00	155.00
04-0201-7124	570.00	.00	570.00
04-0201-7184	1,867.50	.00	1,867.50
04-0201-7191	525.32	.00	525.32
04-0201-7193	99.37	.00	99.37
04-0201-7194	85.00	.00	85.00
Grand Totals:	50,400.52	50,400.52-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

**From:** Yvonne Barron <colocityfinance@ghvalley.net>  
**Sent:** Friday, March 25, 2022 11:31 AM  
**To:** James Eccher  
**Cc:** 'Yvonne Barron'  
**Subject:** FW: 2003 WPCRF Loan Covenant Compliance - Rate Covenant

Hi Jim,

See below response from CWRPDA that they agree with my calculation of the Debt Ratio at 1.10% and that it was met.

All good.

*-Yvonne*

Yvonne Barron, MBA  
Director of Finance  
Colorado City Metropolitan District  
O: 719-676-3396  
C: 469-247-6475  
F: 719-676-3172

**From:** Ariana Flandrick <aflandrick@cwrpda.com>  
**Sent:** Thursday, March 24, 2022 12:59 PM  
**To:** Yvonne Barron <colocityfinance@ghvalley.net>  
**Subject:** RE: 2003 WPCRF Loan Covenant Compliance - Rate Covenant

Good afternoon, Yvonne!

Thank you for your quick response and careful explanation. We have reviewed your letter and calculations and agree with your conclusion that the rate covenant is met at approximately 110% when the principal is adjusted. I'm so sorry that we miscalculated initially, and I will make a note to ensure we only include principal paid on debt for future calculations. I really appreciate you taking the time to review thoroughly, send a detailed explanation (including specific page numbers in the audit), and resolve this issue.

Thank you again,

Ariana Flandrick

Financial Analyst  
Colorado Water Resources & Power Development Authority  
1580 Logan Street, Suite 620  
Denver, CO 80203  
(303) 830-1550, ext. 1015  
[aflandrick@cwrpda.com](mailto:aflandrick@cwrpda.com)



**From:** Yvonne Barron <[colocityfinance@ghvalley.net](mailto:colocityfinance@ghvalley.net)>  
**Sent:** Monday, March 21, 2022 9:01 AM  
**To:** Ariana Flandrick <[aflandrick@cwprda.com](mailto:aflandrick@cwprda.com)>  
**Cc:** [colocityreception@ghvalley.net](mailto:colocityreception@ghvalley.net)  
**Subject:** RE: 2003 WPCRF Loan Covenant Compliance - Rate Covenant

Good Morning Ariana,

Please see attached response to your email of 3/14/22 and feel free to contact me if you have any questions or concerns. My contact information is below.

Thank you and have a great day ahead.

*Yvonne*

Yvonne Barron, MBA  
Director of Finance  
Colorado City Metropolitan District  
O: 719-676-3396  
C: 469-247-6475  
F: 719-676-3172

**From:** James Eccher <[colocitymanager@ghvalley.net](mailto:colocitymanager@ghvalley.net)>  
**Sent:** Monday, March 14, 2022 4:19 PM  
**To:** Yvonne <[colocityfinance@ghvalley.net](mailto:colocityfinance@ghvalley.net)>  
**Subject:** Fwd: 2003 WPCRF Loan Covenant Compliance - Rate Covenant

James P. Eccher  
District Manager  
Colorado City Metropolitan District

Begin forwarded message:

**From:** Ariana Flandrick <[aflandrick@cwprda.com](mailto:aflandrick@cwprda.com)>  
**Date:** March 14, 2022 at 4:05:46 PM MDT  
**To:** [colocitymanager@ghvalley.net](mailto:colocitymanager@ghvalley.net)  
**Subject:** 2003 WPCRF Loan Covenant Compliance - Rate Covenant

Good afternoon, Colorado City Metropolitan District!

The Colorado Water Resources and Power Development Authority has reviewed the District's 2020 audited financial statements. We are concerned that the District is failing to meet the rate covenant requirement for the 2003 WPCRF Loan.

Please, review the attached packet and then reach out to me with any questions.

Please submit a written plan detailing actions the District will take to come back into compliance and meet the covenant requirements.

Thank you!

Ariana Flandrick

Financial Analyst  
Colorado Water Resources & Power Development Authority  
1580 Logan Street, Suite 620  
Denver, CO 80203  
(303) 830-1550, ext. 1015  
[aflandrick@cwrpda.com](mailto:aflandrick@cwrpda.com)







### **Administrator report**

- 1. Continuing to work on grants application due by April 8 for Senator funding next year looking for \$40 million for the dam, waterlines, pre-treatment for water plant, continuing to work for survey grants with FEMA, CCWD, DOLA and the engineering for the ARPA funds of \$3.7 million for 2 miles of waterline and Tanks re-hab.**
- 2. Dump Truck was inspected and driven by crew was in good shape no major issues were noted in the test drive an oil sample was taken and sent in but just had an oil change recently.**
- 3. Applewood Park is in the process of coming together waiting for gravel to apply base frame and weed fabric. Getting price together for mulch and rubber fall protection.**
- 4. Neptune have talked to Joey our rep he is working to get a spread sheet that was asked for the board. He has not gotten back to me at this time will call again on Wednesday for an update.**
- 5. Mr. Finger was called for advice of a land sale was able to clarify situation and we were able to progress with land sale. Completed paperwork for 3 different land sales from the last 2 meetings.**
- 6. Duell Well talked to Richard he stressed concerns about getting part for the well is getting with his scheduler to see when all the part come in and get it in schedule.**
- 7. We received \$125,000 from CTF Funds as of last Thursday to have a boiler and repairs to pool completed looking for pool company and estimates or bids to complete work.**
- 8. Grader was broke down last couple of weeks starter went out returned it to shop as we were getting out to service the roads the snow storm before last a bearing in the turbo was squealing crew pulled it off the road and mechanic looked at and said it was the turbo that was going out. We were able to get it to the shop and having turbo replaced as other work if needed.**
- 9. Wrapping up water lose issues from the dial issues within the billing program that have been here since past admin. Yvonne and Cristy have been a big help and were able to locate the errors which will increase water revenues.**
- 10. Election have reviewed the property owner list with Neil's help reducing from 15,000 owners to sending out 2700 letters to property owners that are not registered or live in Town that they can request a ballot.**
- 11. Continually answering emails, calls, and drop-in visitors on property issue and/or covenant issues. Consist communication to residents through facebook and making sure web site is up to date or answer if questions are asked.**

- 12. Continued communication with CDPHE with staying in line with compliance issue as will with our engineers to help with issues over the last year.**
- 13. Attending ZOOM meeting with Pueblo County, Pueblo means business group, COWARN with disaster planning, Grant class for infrastructure bill, and other meeting with state.**
- 14. Contacting of employees weekly and as need to resolve issues or offer ideas of solutions of day to day operations.**
- 15. Water rights issue talked Fleming they are in contact with a lawyer to fight that they own the rights and Gutierrez did sell property to new owner.**