

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, June 30, 2020 beginning at 6:00 p.m.

- 1. Opening of office
- 2. Water restrictions
- 3. Resolution 14-2020 moving CTF funds to General Fund Golf Course
- 4. Neutralization Skid Quote
- 5. Property Buy and Sell offer
- 6. Asphalt bid
- 7. CCAAC trash can issue and letters
- 8. Lease for Rec Center to District 70

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, June 30, 2020 beginning at 6:15 p.m.

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

Study Session

June 9, 2020

Regular Meeting

June 9, 2020

- 7. BILLS PAYABLE.
- 8. FINANCIAL REPORT.
- 9. OPERATIONAL REPORT.
- 10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
- 11. CITIZENS INPUT.
- 12. ATTORNEYS REPORT.

13. AGENDA ITEMS:

| Resolution 14-2020 Moving CTF funds to General fund Golf Course | Discussion/Action |
|---|--------------------|
| Opening of Office | Discussion/Action |
| Water Restrictions | Discussion/Action |
| Neutralization Skid | Discussion/Action |
| Asphalt bids | Discussion/Action |
| Property Buy and Sell offer | Discussion/ Action |
| Lease for Rec Center to District 70 | Discussion/Action |

- 14. OLD BUSINESS. lawyer search /Real estate Attorney / ownership of Green Belt Applewood / CTF Funds Update
- 15. NEW BUSINESS
- 16. CCACC
 - A. Reviews form CCAAC
 - 1. 5332 Cibola Drive
 2. 4828 Taos Drive
 3. Lot 369 Unit 30
 Fence
 - B. Actions

1. letters approvalDiscussion/Action2. dumpster evaluationDiscussion/Action3. Article to add to NewspaperDiscussion/Action

- 17. CORRESPONDENCE.
- 18. EXECUTIVE SESSION
- 19. ADJOURNMENT.

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

Colorado City Metropolitan District 4497 Bent brothers Blvd PO Box 20229 Colorado City, Colorado 81019

Posted June 26, 2020

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting 6/30/2020

Time: Jun 30, 2020 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/86732706110?pwd=WGdMQWVVQmpldkdVcnNDOVRjSE1CUT09

Meeting ID: 867 3270 6110

Password: 858400 One tap mobile

+13462487799,,86732706110#,,,,0#,,858400# US (Houston)

+16699009128,,86732706110#,,,,0#,,858400# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

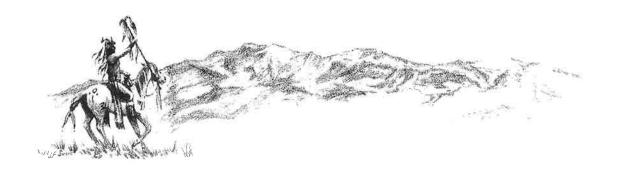
+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 867 3270 6110

Password: 858400

Find your local number: https://us02web.zoom.us/u/kBVKygHxq



Colorado City Metropolitan District Enacts Level TWO Water Restrictions:

Outdoor Watering

LEVEL TWO: Outdoor watering is permitted.

Watering outside for lawns and gardens is permitted for a maximum of two hours per day.

If your address ends in an even number (0,2,4,6,8) you can water Monday, Wednesday, Friday
5 AM to 9AM or 7 PM to 10 PM

If your address end in an odd number (1,3,5,7,9,) you can water Tuesday, Thursday, Saturday
5 AM to 9AM or 7 PM to 10 PM

No outside watering on Sundays

Exceptions:

a. Plants, lawns, gardens, landscaping or other vegetation may be watered any time of any day by drip or by hand (only with a watering can or a hose with a shut-off nozzle).

Should you have any questions or concerns please call the Colorado City Metropolitan District at 676-3396.

Posted June 30,2020 Board of Directors

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RESOLUTION NO. 14-2020

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

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

AND WHEREAS, The funds will be used to pay the debt created for the purchase of Golf Carts and equipment for the Holly Dot Golf Course.

AND WHEREAS, The funds were appropriated by the Pueblo Board of County Commissioners for Equipment designated for Holly Dot Golf Course.

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

Section 1: That the sum of \$ 44,015 is hereby transferred From the Conservation Trust Fund (CTF) to the CCMD General Fund.

PASSED AND APPROVED THIS 30^{TH} DAY OF JUNE 2020

COLORADO CITY METROPOLITAN DISTRICT

| | By: Terry Kraus, Chairperson Board of Directors | |
|---------------------------|---|--|
| ATTEST: | | |
| Greg Collins Secretary | | |

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|--|--|--|---|
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MPS MEM Tewksbury

FilmTec Corporation, 558 CLARK ROAD TEWKSBURY MA 01876

Sold-to address:

COLORADO CITY METROPOLITAN DISTRICT

4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

Quotation

Order Date:

06/15/2020 10226726

Sales Order No.: Customer No.:

1065709

Customer PO No.:

20200615

Incoterms (part 1): Incoterms (part 2):

FOB Free on board Free on board

Payment Terms:

within 30 days Due net

Sales Rep:

Contact Person:

MISCOWATER INTERMOUNTAIN

Vincent Marzullo

Phone Number:

978-863-4600

All parts to build both dosing skids Chlorine & Acid

Valid from date:

06/15/2020

Valid to date:

09/15/2020

| Line Item | Material Old Part Number Description | Origin | Qty./UOM | Unit Price | Total Price Currency USD |
|-----------|--|--------|----------|------------|-----------------------------|
| 001000 | W2T75325 PUMP, DPHRM CHEM FD 8GPH 60PSI 44W 120VAC ECCN: EAR99 HTS: 8413190000 | US | 1 EA | 1,500.00 | 1,500.00 |
| 002000 | W2T79803 EQUIP LAB,CYL GRAD;EZ-CLEAN;ML & GPH ECCN: EAR99 | US | 2 EA | 150,00 | 300,00 |
| 003000 | W2T76409 FTG,PIPE;BULKHEAD;0,5 IN;PVC;SCH80 ECCN: EAR99 | US | 2 EA | 45.00 | 90,00 |
| 004000 | W2T74896 VALVE,BALL FULL PT LEV 0,5" PVC TU; ECCN: EAR99 HTS: 8481809050 | US | 8 EA | 25,00 | 200.00 |
| 005000 | W2T346454 CONNECTOR, 0.5" PUSH TODXMPT ACETAL ECCN: EAR99 HTS: 3917400090 | US | 2 EA | 4.00 | 8.00 |
| 006000 | W2T84930 BUSHING,PIPE 0.75"MPT 0.5"FPT SCH80 PVC, ECCN: EAR99 HTS: 3917400090 | 4 EA | | 1.00 | 4.00 |
| 07000 | W2T89191 NPPL,PIPE;0.5 IN;3 IN LG;SCH 80;PVC;TBE ECCN: EAR99 | US | 4 EA | 1,,00 | 4.00 |
| 08000 | W2T76905 PIPE,0.5" PVC SCH80 ECCN: EAR99 HTS: 3917400090 | US | 40 FT | 1.00 | 40.00 |



Quotation

Order Date: Sales Order No.: 06/15/2020 10226726

MPS MEM Tewksbury FilmTec Corporation, 558 CLARK ROAD

Sold-to address:

COLORADO CITY METROPOLITAN DISTRICT 4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

| Line Item | Material Old Part Number Description | Origin | Qty./UOM | Unit Price | Total Price Currency USD |
|-----------|--|--------|----------|------------|-----------------------------|
| 009000 | W2T78812 W2T78812 TANK,STRG SELF SUPPORTING 50 GAL HDPE ECCN: EAR99 HTS: 8421990040 | US | 2 EA | 400.00 | 800,00 |
| 010000 | W2T395511 SWITCH,LVL FLT 0.5" SPST 24VDC; ECCN: EAR99 HTS: 8536308000 | US | 2 EA | 65.00 | 130,00 |
| 011000 | W2T379803 WELDED COMP;PUMP STAND;316SS;: THK;: DIA ECCN: EAR99 | US | 2 EA | 150,00 | 300,00 |
| 012000 | W2T83952 BOLT,U 0,3125"-18UNC 2,5DIA 3,187L 304SS ECCN: EAR99 | US | 2 EA | 1.50 | 3.00 |
| 013000 | W2T83951 BOLT,U 0,25"-20UNC 1ID 1,75L 304SS ECCN: EAR99 | US | 2 EA | 2.00 | 4.00 |
| 014000 | W2T379804 WELDED COMP;SKID BASE;VARIES;: THK;: DIA ECCN: EAR99 | US | 2 EA | 550.00 | 1,100.00 |
| 015000 | W2T85307 BOLT,HEX;0.375 IN DIA;1.5 IN LG;316SS ECCN: EAR99 | US | 15 EA | 0.80 | 12.00 |
| 016000 | W2T85193 NUT,HEX 0.375"-16DIA UNC SS316 ECCN: EAR99 HTS: 7318145080 | 15 EA | | 0.15 | 2.25 |
| 017000 | W2T75062 WASHER,FLT 0,375" 0.87" OD 316SS; ECCN: EAR99 HTS: 7318145080 | 20 EA | | 0.10 | 2.00 |
| 018000 | W2T85308 WASHER, LKG 0.375" OD 316SS ECCN: EAR99 HTS: 7318145080 | 15 EA | | 0.10 | 1,50 |



Quotation

Order Date: Sales Order No.: 06/15/2020 10226726

MPS MEM Tewksbury FilmTec Corporation, 558 CLARK ROAD

Sold-to address:

COLORADO CITY METROPOLITAN DISTRICT 4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

| Line Item | Material Old Part Number Description | Origin | Qty./UOM | Unit Price | Total Price Currency USD |
|-----------|--|--------|----------|------------|-----------------------------|
| 019000 | W2T85122 NUT,HEX 0.250UNC F594 SS316 TPI ECCN: EAR99 | US | 10 EA | 0,10 | 1.00 |
| 020000 | W2T75145 WASHER;FLAT;0.25 IN;0,625 IN OD;316SS ECCN: EAR99 | US | 10 EA | 0.10 | 1,00 |
| 021000 | W2T85123 WASHER;LOCK;,25;,487 OD;316SS;,26 ID ECCN: EAR99 | US | 10 EA | 0.10 | 1,00 |
| 022000 | W2T83840 NUT;HEX;0.3125 IN DIA;UNC;SS304;18 TPI ECCN: EAR99 | US | 10 EA | 0.10 | 1,00 |
| 023000 | W2T85954 WASHER;FLAT;0.3125 IN;: OD;304SS ECCN: EAR99 | US | 10 EA | 0-10 | 1,00 |
| 024000 | W2T84451 WASHER;LOCK;0.3125 IN;: OD;304SS ECCN: EAR99 | US | 10 EA | 0.10 | 1.00 |
| 025000 | W2T74565 C781-30 PUMP,DPHRM;600 GPD;30 PSI;87 W;120 VAC ECCN: EAR99 HTS: 8413190000 | US | 1 EA | 1,500.00 | 1,500,00 |
| 026000 | W2T356684 TEE,PIPE 0,5" SOC PVC SCH80 ECCN: EAR99 HTS: 3917400090 | US | 4 EA | 3.00 | 12.00 |
| 27000 | W2T395326 ADAPTER,PLMBG TK 0.5" FPT PVC SCH80; ECCN: EAR99 HTS: 3917400090 | US | 4 EA | 30.00 | 120,00 |
| 28000 | W2T272123 ** . ELBOW,PIPE SOC 0,5" SCH80 PVC 90DEG ECCN: EAR99 HTS: 3917400090 | 2 EA | | 1.00 | 2,00 |



MPS MEM Tewksbury FilmTec Corporation, 558 CLARK ROAD

Quotation

Order Date: Sales Order No.: 06/15/2020 10226726

Sold-to address:

COLORADO CITY METROPOLITAN DISTRICT 4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

Applicable taxes to be added at time of invoicing

Ship-to address
COLORADO CITY METROPOLITAN DISTRICT

4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

Net Total Shipping & Handling 6,140.75 USD 360.00 USD

Bill-to address

COLORADO CITY METROPOLITAN

DISTRICT

PO Box 20229

COLORADO CITY CO 81019



MPS MEM Tewksbury FilmTec Corporation, 558 CLARK ROAD TEWKSBURY MA 01876

Sold-to address: COLORADO CITY METROPOLITAN DISTRICT 4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

Quotation

 Order Date:
 06/16/2020

 Sales Order No.:
 10226809

 Customer No.:
 1065709

 Customer PO No.:
 20200616

Incoterms (part 1): FOB Free on board Incoterms (part 2): Free on board

Payment Terms: within 30 days Due net
Sales Rep: MISCOWATER INTERMOUNTAIN

Contact Person: Vincent Marzullo
Phone Number: 978-863-4600

Valid from date: Valid to date: 06/16/2020 07/16/2020

| Line Item | Material Old Part Number Description | Origir | Qty./UOM | Unit Price | Total Price Currency USD |
|-----------|--|--------|----------|------------|-----------------------------|
| 001000 | W2T126619 PH SENSOR PROBE,ELEC MSRNG;PH INSERT SENSOR ECCN: EAR99 HTS: 9028900080 | US | 1 EA | 550,00 | 550.00 |
| 002000 | W2T348164 PROBE,ELEC MSRNG;FREE CHLORINE;1 NPT IN ECCN: EAR99 HTS: 9028900080 | 1 EA | | 1,500,00 | 1,500.00 |
| 003000 | W2T304988 W2T304988 TEE,MOUNTING FLOW THROUGH 1.5" CPVC; ECCN: EAR99 HTS: 9028900080 | US | 2 EA | 275.00 | 550,00 |
| 004000 | W2T300628 PUMP, DPHRM 0.003-2.5GPH 150PSI 0.5" ECCN: EAR99 HTS: 8413190000 | US | 1 EA | 950.00 | 950.00 |
| 005000 | W2T75325 , PUMP,DPHRM CHEM FD 8GPH 60PSI 44W 120VAC ECCN: EAR99 HTS: 8413190000 | US | 1 EA | 1,500.00 | 1,500.00 |
| 006000 | W2T394739 PUMP,CNTRFGL 1.5HP 1750RPM 125GPM TEFC; ECCN: EAR99 HTS: 8413702040 | US | 1 EA | 2,460 00 | 2,460,00 |
| 007000 | W2T801691 VALVE, BFLY WFR ACT 175PSI MAX; HTS: 8481809050 | 2 EA | | 300.00 | 600.00 |
| 08000 | W2T79803 EQUIP LAB,CYL 'GRAD;EZ-CLEAN;ML & GPH ECCN: EAR99 | US | 2 EA | 150.00 | 300,00 |



Quotation

Order Date: Sales Order No.: 06/16/2020 10226809

MPS MEM Tewksbury FilmTec Corporation, 558 CLARK ROAD

Sold-to address:

COLORADO CITY METROPOLITAN DISTRICT 4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

| Line Item | Material Old Part Number Description | Origin | Qty./UOM | Unit Price | Total Price Currency USD |
|-----------|---|--------|----------|------------|-----------------------------|
| 009000 | W2T301085 VALVE,CHK WFR SGL DISC 3" 316SS BDY; ECCN: EAR99 HTS: 8481302090 | US | 1 EA | 620.00 | 620.00 |
| 010000 | W2T302356 ELBW,PIPE;STD;0.5 IN;SCH80;SW;PVC;90 DEG ECCN: EAR99 | US | 6 EA | 2,00 | 12.00 |
| 011000 | W2T295085 TEE,PIPE;STD;0.5 IN;SW;SCH80;PVC ECCN: EAR99 | US | 2 EA | 3.60 | 7,20 |
| 012000 | W2T74896 VALVE,BALL FULL PT LEV 0.5" PVC TU; ECCN: EAR99 HTS: 8481809050 | US | 8 EA | 25,00 | 200,00 |
| 013000 | W2T76905 PIPE,0,5" PVC SCH80 ECCN: EAR99 HTS: 3917400090 | US | 1 FT | 150,00 | 150.00 |
| 014000 | W2T85383 NPPL,PIPE;0.5 IN;2 IN LG;SCH 80;PVC;TBE ECCN: EAR99 | US | 4 EA | 0.60 | 2_40 |
| 015000 | W2T87894 BSHNG,PIPE;1;X 0,5 IN;SCH80;MPT;X FPT ECCN: EAR99 | US | 4 EA | 2.00 | 8.00 |
| 016000 | W2T75457 TANK,STRG FLT BTM 1550 GAL PE 64" DIA ECCN: EAR99 HTS: 8421990040 | US | 2 EA | 2,300,00 | 4,600.00 |
| 017000 | W2T395120 ADAPTER,TUBE 0.5"L STM X MPT ACETAL ECCN: EAR99 HTS: 3917400090 | 2 EA | | 2:00 | 4.00 |



Quotation

Order Date: Sales Order No.: 06/16/2020 10226809

MPS MEM Tewksbury FilmTec Corporation, 558 CLARK ROAD

Sold-to address:

COLORADO CITY METROPOLITAN DISTRICT 4497 BENT BROTHERS BLVD COLORADO CITY CO 81019

| Line Item | Material Old Part Number Description | Origin | Qty./UOM Unit Price | Total Price Currency USD |
|-----------|--|--------|---------------------|-----------------------------|
| 018000 | W2T79183 ELBOW,PIPE 90 DEG 0.5" TOD PUSH ACETAL ECCN: EAR99 HTS: 3917400090 | 2 EA | 4.00 | 8,00 |
| 019000 | W2T272061 VALVE,BFLY WFR RS LEV 3 IN CI BODY; ECCN: EAR99 HTS: 8481803075 | 1 EA | 100,00 | 100,00 |

Applicable taxes to be added at time of invoicing

Ship-to address
COLORADO CITY METROPOLITAN DISTRICT

4497 BENT BROTHERS BLVD COLORADO CITY CO 81019 Net Total 14,12 Shipping & Handling 88

14,121.60 USD 850.00 USD

Bill-to address

COLORADO CITY METROPOLITAN

DISTRICT

PO Box 20229

COLORADO CITY CO 81019

Shipping Instruction:

Att: Gary Golladay @ (719) 568-8246

Ship Best Way

Total 21,472.35

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| | | |
| | | |
| | | |

| 2 | (CBS4-5-19) (Mandatory 7-19) | ferentiated additions, have been approved by the | Colorado Real Esta | te Commission | | | |
|--|--|--|---------------------------------|----------------------------|--|--|--|
| 5 6 | THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. | | | | | | |
| 7 | | CT TO BUY AND SELL REA | AI ESTATI | 7 | | | |
| 8 | | (LAND) | AL ESTATI | 2 | | | |
| 9 | | (Property with No Residences |) | | | | |
| 10 | (Property | with Residences-Residential Adder | ndum Attache | d) | | | |
| 11 | | | iiddiii / ittiiciic | u) | | | |
| 12 | | | Date: 6/16/2 | 020 | | | |
| 13 | | AGREEMENT | | | | | |
| 14 15 | 1. AGREEMENT. Buyer agrees to bu forth in this contract (Contract). | y and Seller agrees to sell the Property desc | ribed below on th | e terms and conditions set | | | |
| 16 | 2. PARTIES AND PROPERTY. | | | | | | |
| 17 | 2.1. Buyer, Dee Land, LLC, a | Colorado Limited Liability Company | | (Buyer) will take title | | | |
| 18 19 | to the Property described below as Join 2.2. No Assignability. This Cont | nt Tenants [] Tenants In Common [] (ract IS NOT assignable by Buyer unless oth | Other | . A.1211 I.B | | | |
| 20 | 2.3. Seller. COLORADO CITY | | nerwise specified | | | | |
| 21 | owner of the Property described below. | WETRO DISTRICT | | (Seller) is the current | | | |
| 22 | | e following legally described real estate in the | e County of Pueblo | , Colorado: | | | |
| 23 24 -0 27 | LOT 1302 UNIT 1 COLORADO CITY AMENDE LOT 151 UNIT 1 COLORADO CITY AMENDED LOT 280 UNIT 1 COLORADO CITY AMENDED LOT 409 UNIT 1 COLORADO CITY AMENDED LOT 941 UNIT 1 COLORADO CITY AMENDED | D LOT 145 UNIT 1 COLORADO CITY AMEN LOT 152 UNIT 1 COLORADO CITY AMEN LOT 408 UNIT 1 COLORADO CITY AMEN LOT 410 UNIT 1 COLORADO CITY AMEN | DED DED DED DED | | | | |
| 8.9 | known as No. TBD Vacant Land | Clorado Clty | CO | 81019 | | | |
| 29 | Street Address | City | State | Zip | | | |
| 30 31 32 33 4 5 6 7 | 2.5.1. Inclusions. The follounless excluded under Exclusions: | thereto, except as herein excluded (Propertice includes the following items (Inclusions) owing items, whether fixtures or personal particles. | y). : property, are inclu | aded in the Purchase Price | | | |
| 8 9 | If any additional items are attached to the Purchase Price. | | | | | | |
| 0 1 2 3 4 5 | 2.5.2. Personal Property clear of all taxes (except personal property to Conveyance of all personal property will be 2.6. Exclusions. The following ite | by bill of sale or other applicable legal inst | imbrances except | Closing by Seller free and | | | |
| 7 3 9 | 2.7. Water Rights, Well Rights, V 2.7.1. Deeded Water Right | Vater and Sewer Taps. s. The following legally described water right. | ghts: | | | | |
| j | Any deeded water rights will b | e 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, 2.7.4 |
|------------------|--|
| 54 | and 2.7.5, will be transferred to Buyer at Closing: |
| 55 | |
| 6 | |
| 57 | Duran about the well Purer understands that if |
| 58 | 2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well, Buyer understands that if |
| 59 | the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered |
| 50 | with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a |
| 51 | registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in |
| 52 | connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is |
| 53 | connection with the transaction, buyer must me the form with the bivision within sixty days area crossing. |
| 54 5 5 | 2,7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows: |
| 56 | 2,7.4. Water Stock Certificates: The water stock of |
| 57 | |
| 58 | |
| 59 | 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: |

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

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| Item No. | Reference | Event | Date or Deadline |
|-------------|------------|--|--|
| 1 | § 4.3 | Alternative Earnest Money Deadline | |
| | | Title | and contract to a second state of the second |
| 2 | § 8.1, 8.4 | Record Title Deadline | 06/25/2020 |
| 3 | § 8.2, 8.4 | Record Title Objection Deadline | 06/26/2020 |
| 4 | § 8.3 | Off-Record Title Deadline | 06/25/2020 |
| 5 | § 8.3 | Off-Record Title Objection Deadline | 06/25/2020 |
| 6 | § 8.5 | Title Resolution Deadline | 06/26/2020 |
| 7 | § 8.6 | Right of First Refusal Deadline | 06/30/2020 |
| | | Owners' Association | Market Strain Alleria |
| 8 | § 7.2 | Association Documents Deadline | |
| 9 | § 7.4 | Association Documents Termination Deadline | |
| | | Seller's Disclosures | 工程以付出了什么。新华、辽州和西洋、丘 |
| 10 | § 10.1 | Seller's Property Disclosure Deadline | |
| 11 | § 10.10 | Lead-Based Paint Disclosure Deadline (if Residential | |
| | | Addendum attached) | |
| | | Loan and Credit | TELESCOPE STATE OF THE STATE OF |
| 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 | |

| Loan Transfer Approval Deadline Seller or Private Financing Deadline Appraisal Appraisal Deadline Appraisal Objection Deadline Appraisal Resolution Deadline Survey New ILC or New Survey Deadline New ILC or New Survey Objection Deadline | |
|---|--|
| Appraisal Appraisal Deadline Appraisal Objection Deadline Appraisal Resolution Deadline Survey New ILC or New Survey Deadline | |
| Appraisal Deadline Appraisal Objection Deadline Appraisal Resolution Deadline Survey New ILC or New Survey Deadline | |
| Appraisal Objection Deadline Appraisal Resolution Deadline Survey New ILC or New Survey Deadline | |
| Appraisal Resolution Deadline Survey New ILC or New Survey Deadline | |
| Survey New ILC or New Survey Deadline | |
| New ILC or New Survey Deadline | |
| New ILC or New Survey Deadline New ILC or New Survey Objection Deadline | The state of the s |
| New ILC or New Survey Objection Deadline | |
| | |
| New ILC or New Survey Resolution Deadline | |
| Inspection and Due Diligence | |
| Inspection Objection Deadline | |
| Inspection Termination Deadline | |
| Inspection Resolution Deadline | |
| Property Insurance Termination Deadline | |
| Due Diligence Documents Delivery Deadline | |
| Due Diligence Documents Objection Deadline | |
| Due Diligence Documents Resolution Deadline | |
| Environmental Inspection Termination Deadline | |
| ADA Evaluation Termination Deadline | |
| Conditional Sale Deadline | |
| Lead-Based Paint Termination Deadline (if Residential Addendum attached) | |
| Estoppel Statements Deadline | |
| Estoppel Statements Termination Deadline | |
| Closing and Possession | |
| Closing Date | 07/06/2020 Monday |
| Possession Date | at time of funding |
| Possession Time | at time or taritating |
| | 07/01/2020 |
| | 5 pm |
| | Acceptance Deadline Date Acceptance Deadline Time |

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

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

4. PURCHASE PRICE AND TERMS.

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 | \$ 15,000 | The second second |
| 2 | § 4.3 | Earnest Money | 25237728999491 | 18 |
| 3 | § 4.5 | New Loan | | \$ |
| 4 | § 4.6 | Assumption Balance | | \$ |
| 5 | § 4.7 | Private Financing | Mary and the second | \$ |
| 6 | § 4.7 | Seller Financing | | \$ |
| 7 | | | | Ψ |
| 8 | | | | |
| 9 | § 4.4 | Cash at Closing | SAN 555 JOHNSON P. SAN 500 | \$ 15,000 |
| 10 | | TOTAL | \$15,000 | \$ 15,000 |

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90 91

| 766 767 768 769 770 771 772 773 774 775 776 777 | received by the par 27.2. Elect Seller, any individu working with such at the electronic add 27.3. Elect of the recipient, (2) documents, or (3) f 27.4. Choice | ker, or Brokerage Firm of Broker working with ty, not Broker or Brokerage Firm). ronic Notice. As an alternative to physical deliant named in this Contract to receive document party (except any notice or delivery after Closisters of the recipient by facsimile, email or International Delivery. Electronic Delivery of document a link or access to a website or server providuacsimile at the facsimile number (Fax No.) of the cof Law. This Contract and all disputes arising of Colorado that would be applicable to Colorado. | very, any notice, may be delivered in as or notices for such party, Broker of any must be received by the party, notinet and notice may be delivered by: (ed the recipient receives the information of the recipient.) | n electronic form to Buyer or or Brokerage Firm of Broker t Broker or Brokerage Firm) 1) email at the email address ation necessary to access the onstrued in accordance with |
|--|---|---|--|--|
| 778 779 780 781 782 | Seller, as evidenced Acceptance Deadl : Buyer. A copy of the | ACCEPTANCE, COUNTERPARTS. This by their signatures below and the offering part ine Date and Acceptance Deadline Time. If achies Contract may be executed by each party, so er are deemed to be a full and complete contract. | y receives notice of such acceptance ecepted, this document will become a eparately and when each party has ex- | pursuant to § 27 on or before contract between Seller and |
| 783 784 785 786 | to, exercising the r | TH. Buyer and Seller acknowledge that each paights and obligations set forth in the provision off-Record Title; New ILC, New Survey; and urce of Water. | s of Financing Conditions and Ol | bligations; Title Insurance, |
| 787 | | ADDITIONAL PROVISIO | NS AND ATTACHMENTS | |
| 788 789 790 791 792 793 794 | 30. ADDITIONA Commission.) | AL PROVISIONS. (The following additional | provisions have not been approved | by the Colorado Real Estate |
| 795 796 797 798 799 | 31. OTHER DOO 31.1. The fo | CUMENTS. Illowing documents are a part of this Contract | : | |
| 800 801 802 803 | 31.2. The fo | ollowing documents have been provided but are | e not a part of this Contract: | |
| 804 | | SIGNA | TURES | |
| 805 | Buyer's Name: E | Idirdiri Mohamed Abueldahab, Member | Buyer's Name: | |
| | Eldirdiri Mohamed Abu | Jeldahab D gösliy signed by E cirdii Monamed Abueldanac | | |
| | Buyer's Signature | Date | Buyer's Signature | Date |
| | Address: | 20299 E Purdue Pi | Address | |
| | Phone No.: | Aurora, CO 80013 720-272-1751 | Phone No.: | |
| | Fax No.: | | Fax No.: | |
| | Email Address: | dee@deelands.com | Email Address: | |
| | 7 | | | |

PROPOSAL

From: Hanson Construction & Excavation LLC

6101 Muddy Creek Road Pueblo, CO 81004 719-676-2232 Date: 4-24-20

Contractor License #0011922

Submitted to: Co City Metro District

Phone: 719-676-3397/cell-719-323-8719

Email: colocityutil@ghvalley.net

Attn: Donny Scheid

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of Co. City Metro asphalt patches to include:

Red Cloud

\$4,560.00

Excavate out (4) asphalt patches.

- (1) 11'x40'x4"
- (1) 3'x32'x4"
- (1) 2'x12'x4" with over ex of 2' and compaction
- (1) 4'x16'x4" with over ex of 2' and compaction

Tack existing edges; place new asphalt in patch areas with compaction.

*Co City Metro will provide road base for over ex and compaction.

Campground Entrance

\$2,950.00

Excavate out (1) asphalt patch

(1) 30'x20'x4"

Tack existing edges; place new asphalt in patch area and compact.

South Park

\$2,560.00

Excavate out (1) asphalt patch

(1) 23'x18'x25'x4" Triangle

Over ex to Metros requirement and compact subgrade.

Tack existing edges; place new asphalt in patch area and compact.

All Material is guaranteed to be as specified, and the above work will be completed in a substantial workmanlike manner for the sum of (\$4,240.00), with payment upon completion of job.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. This proposal is valid for 60 days from the above date. Acceptance after 60 days will be subject to material's pricing validation.

Respectfully submitted by:

Brian S. Hanson & Tyler E. Hanson

er to to po

colocitymanager@ghvalley.net

From:

larry@ghvalley.net

ent:

Wednesday, June 24, 2020 10:31 PM

To:

'Ken Gennetta'; 'bob_shop'; 'Randy Linnen'

Cc:

colocitymanager@ghvalley.net

Subject:

Trash Can Complaints

The issue with the trash cans is that the covenants for Unit 20, for Applewood, say "No refuse cans and/or clothes lines shall be maintained at any time except in fenced service yards approved as to type, height, extent, material and location by the Architectural committee." Other Unit covenants read, "Refuse cans and/or clothes lines shall be shielded from view at all times within fenced service yards".

The complaints we received are in reference to the three-yard containers in the front yards next to the street, the only place they can be emptied by Mountain Disposal. In a meeting Tuesday with Jim Klipfel, the owner of Mountain Disposal, Jim Eccher and myself, we discussed all the various options for the location of the heavy containers as well as the reason why the residents had the larger containers.

One reason that kept coming up was because of bear attacks. Bears can easily gain access to the plastic portable green buckets most people are using (in fact, they can chew through them), but because most people with these containers keep them in their garages, the bears can't get to them. The rest of the containers sitting in open areas are subject to attack.

Jim Klipfel said that last week a bear attacked a container in someone's yard in Colorado City. The resident called the Colorado Parks & Wildlife for suggestions on what to do. CPW said they need to get one of the three-yard containers that bears can't get into.

mursday, June 24, I visited the Colorado Parks & Wildlife to talk to them and hear firsthand what advice they are giving on bears. After some conversation on the topic, they gave me their brochure.

In the brochure it says:

"Most conflicts between people and bears can be traced to easy to get at human food, garbage, pet food, bird seed or other attractants. When people allow bears to find food, a bear's natural drive to eat can overcome its wariness of humans.

"Much of what people throw away smells like food to a hungry bear. Standard metal or plastic trash cans won't keep out bears. Once bears learn where it's easy to get at the garbage they'll come back again and again.

"Never leave trash or recyclables out overnight. Empty cans and boxes still smell like food. One study showed that simply putting trash out the morning of the pick up cuts the chances of a bear visit from 70 percent to 2 percent.

"If you must leave trash outside, buy a bear-proof container, build a bear-proof enclosure (that is not a simple shield), or install an electric fence. To avoid attracting bears, clean containers regularly with ammonia or bleach.

"Bears that learn garbage = food sometimes come inside homes looking for more. Don't make it easy for bears to visit: keep bear-accessible windows and doors in your home and garage locked."

That last paragraph happened to an employee of Mountain Disposal last week. In the middle of the night, a bear walked right past the owner's trash container in the back yard, ripped open the back door of the house, grabbed a bag of dog food and left. The owner was awakened by the door noise and watched the bear from a hallway.

v strong is a bear? Several years ago, I talked to a homeowner in Florence who watched a bear tear apart a 55-gallon urum on her back porch. How difficult would it be for a bear to walk into a back yard and tear down a simple enclosure designed to "shield" a plastic trash can as required in the covenants?

How far away can a bear detect food? If the bear is downwind from the source, he can smell sweets, candy bars or jellies up to 20 miles depending on the wind. The bear's nose sensitivity is 2100 times that of a human. Don't carry sweets around in a shirt pocket in bear country!

We may have been focusing on the wrong issue with the container complaints. The garbage container aesthetic issue may actually be a life safety issue, for the residents as well as the bears. We are trying to get rid of garbage containers at the same time they are being required by Colorado Parks & Wildlife.

When Colorado City was developed, it was built in bear country. The bears were here first. Without some history of life in the valley, the developers writing the covenants had no idea what issues would be forthcoming because of the mixture of species. They did the best they could with the covenants. In regard to trash containers, that is not working so well today.

How many three-yard dumpsters are there in Colorado City? In an informal survey of non-ag areas from just driving around, I counted 12 in Applewood and an additional 28 from Crow Cut Off going west to the edge of town. The total was rounded out to 48 because of non-ag areas that were not surveyed but probably had containers as well. Not every street was surveyed.

My own opinion, particularly after talking to Colorado Parks & Wildlife, is that we need to consider allowing the residents to have the bear proof containers to help stop bear attacks in residential areas. With the lack of rain this year, the bear incidents are going to increase. With no rain there are no berries this year, one of the primary sources of calories for the bears.

That change in focus can be accomplished by having the Metro Board pass an internal resolution that, for now, we will suspend enforcement of the covenants regarding trash cans. This, for us, may fall into the category of the shake roofs that were banned nationally because they were subject to catching fire from lightning hits. Our covenants require shake roofs in some areas, but we ignore that. For our bear infested region, the trash can issue can be handled the same way.

The bear showing up at the park was really taking a risk considering bears don't like to confront humans. And when we looked at him, he didn't turn and run. He just stood there looking at us for a while, probably wondering if he should go for the sandwich. Bears are going to have a tough year.

When I brought up the bear problem this afternoon while meeting with the Director of Pueblo County Planning, she agreed with the trash can assessment and the possible solution. She also praised us for realizing that some of the original covenants may no longer be applicable to our present time.

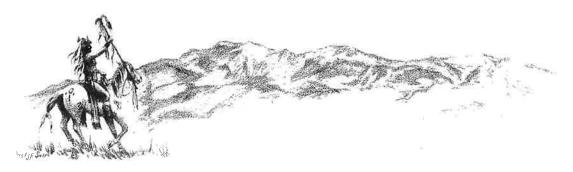
There isn't much we can do to eliminate the bears; but we can take steps to help keep the bears and the residents safe.

The Colorado City Architectural Advisory Committee is presently reviewing and is beginning enforcement of covenants in conjunction with Pueblo County Title 17 Land Use. The committee presently has an ongoing list of complaints that are being evaluated and actions/ enforcements are being considered per CCMD covenants. Covenants are listed on the CCMD web page co.gov/coloradocitymetro. We are also looking at complaints that can be considered to violate Title 17, which we will evaluate if complaints can be filed through the Pueblo County Planning and Development office. Colorado City Metropolitan District and any citizen of Pueblo County can file with Pueblo County a Title 17 property complaint with the Planning office.

https://county.pueblo.org/sites/default/files/2020-06/ComplaintFormFillable June2018.pdf

To follow-up on the progress of any Title 17 complaint, search on a complaint by parcel number, owner name or street name and number:

http://www.co.pueblo.co.us/cgi-bin/webformbroker.wsc/zoningsearch.html . The complaint follow-up site can be used to see if there are any active complaints on file. It is unknown if completed complaints are included in the records.



John Smith
PO Box XXXXX
Colorado City, Co 81019

Dear John Smith,

It has brought to our attention by one or more of the residents of Colorado City Metropolitan District that you are in violation of the covenants. I am sure this is an oversite or misunderstanding of the rules set forth by the covenants.

As you may know these rules were created to make our neighborhood safe, clean and respectable as well as to maintain higher property values for the investment in our homes. The few rules that we have are not meant to be intrusive but are meant to be inclusive. We believe that we have kept the rules simple and fair for all homeowners to follow in order to achieve these goals.

The violation: UNIT 2

3. No refuse cans and/or clothes lines shall be maintained at any time except in fenced service yards approved as to type, height, extent, material and location by the Architectural Committee. Burning of refuse shall not be permitted.

Thank you for your cooperation. We hope to have this violation corrected within the next 15 days.

If you have questions or would like to discuss the issue, please Contact James Eccher District Manager (719) 676-3396 <u>colocitymanager@ghvalley.net</u> to contact the board. Please leave a telephone number or a return email address for prompt communication.

Colorado City Architectural Advisory Committee



John Smith PO Box XXXXX Colorado City, Co 81019

Colorado City is governed by established covenants that were created to maintain the integrity of the infrastructure of our District and to optimize and protect the value of our properties. To this extent, the elected board of directors has been established, at least in part, to help monitor and enforce these covenants.

The board of directors would like to take this opportunity to remind prospective and current property owners of responsibilities associated with their participation in our district. These responsibilities range from, but are not limited to, property uses, proper access roads to individual lots, recreational use of the lot, exterior colors, easements, and lot upkeep and appearance.

I am sure this is an oversite or misunderstanding of the rules set forth by the covenants. If you have questions or would like to discuss the issue, please call James Eccher District Manager at 719-676-3396 or Email colocitymanager@ghvalley.net

| Please be advised of your FIRST NOTICE a | and that you are in violation of Section | of Unit |
|---|--|-----------|
| of Declaration of Covenants dated | in reference to | _01 01110 |
| "XXXXXXXXX". | | |

You have approximately 15 days to rectify this issue before it is turned over to our lawyer at which time you will be responsible for all Costs, and Fees to recover costs to District allowed by equity of the Law.

If you feel that you have complied with the above covenant, please contact the board of directors at coloritymanager@ghvalley.net. They will then determine if the violation is taken care of and dismiss this issue. Please take this opportunity to ensure your activities comply with our covenants. If you have questions regarding the covenants or bylaws you can present these questions to the board of directors.

Sincerely, Colorado City Metropolitan District Board of Directors

$\frac{\text{THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT}{\text{LEGAL COUNSEL BEFORE SIGNING}}$

BUSINESS LEASE

| 3 | This lease, dated | July 1, 2020 | , is between Colorado City Metrop | |
|--|--|---|--|--|
| and | Pueblo School Distr | riot #70 | | , as Landlord, |
| attu | Fueblo School Distr | 101 # 70 | | , as Tenant. |
| herein | , the Landlord does he | ment of the rent and the ereby lease to the Tenar orado; the address of wh | performance of the covenants and agreement the following described premises situate nich is5000 Cuerno Verde, Colorado C | in Pueblo |
| TI | | | Property Address | |
| Ine le | eased premises shall be | e the building known as | s the "Community Center Building". Suite | <u>A</u> |
| | | | Legal Description | |
| | | all the appurtenances, a | are leased to the Tenant from the date | |
| until the | of e date of June 30 . | 2021 at a | SANTANOS CARROS CONTRACA CONTR | August 1, 2020 |
| | le in installments of \$ | | nd for a remainfor the full term of | year |
| _ | | | | |
| Grandin | manager and the s | de Control | | |
| Admii | nistration Building, PO | O Box 20229 4497 Ber | far month during the term of this lease, pay at Brothers Blvd., Colorado City, CO 8101 | able at <u>CCMD</u> |
| 9390 | | | | , without notice. |
| | | Address | | |
| - | | | | |
| 1111 | E TENANT, IN CON | SIDERATION OF TH | HE LEASING OF THE PREMISES AG | REES AS FOLLOWS: |
| | 1. The Tenant shall pa | ay the rent for the prem | ises above-described. | |
| Tenant premise and kee property | entered the premises, is free and clear of ice p the premises in a clear of ice y is situate. | ordinary wear and tea and snow; keep the en ean and sanitary condit not sublet any part of the | is lease, surrender the premises in as good ar excepted. The Tenant shall keep all side tire exterior premises free from all litter, do tion as required by the ordinances of the cities as the premises, nor assign the lease, or any in | dewalks on and around the irt, debris and obstructions; ity and county in which the |
| | 4. The Tenant shall u | ise the premises only as | Approved by Colorado City Metropol and shall not use the premises for any | litan Board of Directors |
| laws of located. | the United States or and shall neither per | the State of Colorado, | or of the ordinances of the city or town sorderly conduct, noise or nuisance havir | in which said premises are |
| disturb a | any persons occupying | g adjacent premises. | The second secon | ig a tendency to annoy of |
| for any or about upon the omission in the e omission such rep assigns, premises an act or | injury, damage, claim the premises including e premises, unless so n of the Landlord. No event that the improve n of the Tenant or any pair or replacement. harmless and indemniss or any other part of a r omission of Tenant, | ns or loss to persons or ng, but not limited to, of uch accident, condition of withstanding any duty rements upon the prenty employees, agents, in The Tenant shall hold iffied from all injury, lo Landlord's property, or | property occasioned by any accident, contract property occasioned by any accident, condefective wiring, the breaking or stopping in or casualty is directly caused by interest the Landlord may have hereunder to repair insies are damaged by the negligent, reclaivities, licensees or contractors, the Tenand Landlord, Landlord's agents and their pass, claims or damage to any person or proper arising in any way out of Tenant's busine invitees, licensees or contractors. The Landroperty. | dition or casualty to, upon, of the plumbing or sewage ntional or reckless acts or ir or maintain the premises, kless or intentional act or at shall bear the full cost of respective successors and perty while on the demised less, which is occasioned by |
| overload risk mor written c | ling, nor said premises e hazardous, nor mak consent of the Landlor | s to be used for any pur ke any alteration in or d. | er said premises, or the walls or floors the rpose which would render the insurance the changes in, upon, or about said premises | ereon void or the insurance without first obtaining the |
| 7 | . The Tenant shall all | low the Landlord to ent | ter upon the premises at any reasonable hou | <u>.ir.</u> |

| 19. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease. |
|---|
| 18. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments. |
| 17. In the event any payment required hereunder is not made within ten (10) days affer the payment is due, a late charge in the amount of 10 % of the payment will be paid by the Tenant. |
| l6. In the event any dispute arises concerning the terms of this lease or the non-payment of any sums under this lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to othe damages or costs, to receive reasonable attorneys' fees from the other party. |
| 15. If the Landlord repairs the premises within ninety (90) days, this lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said ninety (90) days during which the premises and wholly unfit for occupancy. |
| and if, in the sole opinion of the Landlord, they cannot be repaired within ninety (90) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this lease shall terminate on the date of such injury. In the event of such termination, the Tenant shall immediately surrender the possession of the premises and sall rights therein to the Landlord; shall be granted a license to enter the premises and shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right if the premises and shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right if the premises and shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right if the premises and shall not be liable for any loss, damage or injury to the property or person of the Tenant or occupancy of, in or upon the premises. |
| any other covenants or agreements set forth in this lease, and the default remains uncorrected for a period of ten (10) day after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may at the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may at the Landlord has given written notice thereof pursuant to applicable provision of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future duranges, costs and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event occurring for the reminated by a reason of default prior to expiration of the term, the Tenant shall be required; (in the event repeated or substantial default(s) under the lease occur, the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-107.5, C.R.S.] which is incorporated by the remedies; and other remedies in the event repeated or substantial default(s) under the lease occur, the Landlord's duty to mitigate such possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all available any and all available any and all available and the remedies. |
| 12 The Landlord acknowledges receipt of a deposit in the amount of \$\frac{\mathbf{s}}{\text{600.00}}\$ to be held by the Landlord to be related by the Landlord may apply the deposit to the faithful performance of all of the terms, conditions and covenants of this lease. The Landlord may apply the deposit to the terms of this lease and shall account to the Tenant for the balance. The Tenant may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations. |
| 11. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenan shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease. |
| 10. If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay remt without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease. |
| 9. No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default. |
| structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair at the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair. |
| 8. The Tensant shall be responsible for paying the following Electric Gas Water Sewer Phone Refuse Disposal Janitorial Services Other Tenant agrees to keep all the improvement upon the premises, including but not limited to. |

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

| Terry Kraus, Chairman | |
|-----------------------|--|
| | |
| ATTEST: | |
| MITBOT. | |
| | |
| | |

| ner District Manager CCMD | lames Eccl | |
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COLORADO CITY METROPOLITAN DISTRICT RECORD OF PROCEEDINGS BOARD OF DIRECTORS STUDY SESSION

A study session of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, June 9, 2020, at 6:00 p.m.

1. QUORUM CHECK.

Chairperson Terry Kraus – by phone Secretary Greg Collins – absent, excused Treasurer Harry Hochstetler – by phone Director Bob Cook Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager Yvonne Barron, Finance Director Donny Schied, Public Works – by phone Gary Golladay, Water and Sewer Marc Anzolvar, Hollydot Golf Course – by phone Josh Briggs, Parks & Rec – by phone

2. AGENDA ITEMS:

a. Meter Project Update of Phase 1 and Request for Phase 2 of \$150,000

Mr. Eccher read the update from Mr. Scheid. The first phase is 91% complete, with total completion set for June 19th. Mr. Eccher is requesting \$150,000 for Phase 2 that will include compound meters scheduled on Phase 3. Phase 1 is \$275 over budget due to parts ordered that can be used in Phases 2 & 3. Overall, the project is ahead of schedule. Mr. Elliot commented that he likes the spreadsheet presented to the board.

b. Request for the Office to Open

Ms. Stefyl has sent updates from the state on the status of opening offices and businesses. Mr. Cook feels that the office should open. Mr. Hochstetler said the banks were still closed, and if one metro employee get sick the whole office would have to shut down.

c. Resolution 13-2020 Moving CTF Funds to Parks and Rec

Mr. Cook asked about all areas getting CTF Funds. Mr. Eccher said he is working on it, the commissioners have to agree. Mr. Cook also asked about the playground in Applewood, and if ownership of the greenbelt there had been cleared up. Mr. Eccher said he still could not go into the courthouse. Mr. Cook asked Ms. Barron how much money is available to spend on the playground. He also inquired about what was eligible for CTF Funds.

d. Update on Backwash Water

Mr. Eccher told the board the backwash permit was approved. Right now the lines are being checked. Mr. Cook asked about the pump at the water plant. Mr. Eccher told him it started the first time, next time it was froze. Mr. Elliot asked when the backwash project would be complete. Mr. Golladay hoped by the end of the month.

3. ADJOURNMENT. There being no further business before the Board, Mr. Kraus adjourned the meeting, at 6:20 pm.

COLORADO CITY METROPOLITAN DISTRICT

| | Terry Kraus, Chairperson | |
|------------------------------|--------------------------|--|
| TTEST: | | |
| Harry Hochstetler, Treasurer | | |
| | | |

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 RECORD OF PROCEEDINGS BOARD OF DIRECTORS MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, June 9, 2020, at 6:15 p.m.

- 1. CALL TO ORDER. Chairperson Kraus called the meeting to order at 6:20 p.m.
- 2. PLEDGE OF ALLEGIANCE
- 3. MOMENT OF SILENT REFLECTION
- 4. QUORUM CHECK.

Chairperson Terry Kraus – by phone Secretary Greg Collins – absent, excused Treasurer Harry Hochstetler - by phone Director Bob Cook Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager Yvonne Barron, Finance Director Donny Scheid, Public Works – by phone Gary Gollady, Water and Sewer Mark Anzolvar, Hollydot Golf Course – by phone Josh Briggs, Parks & Rec – by phone

- 5. APPROVAL OF AGENDA: Mr. Elliot made a motion to approve the agenda. Mr. Hochstetler seconded the motion. All voted in favor and the motion passed.
- 6. APPROVAL OF MINUTES: Study Session and Regular Meeting May 26, 2020: Mr. Hochstetler made a motion to approve the minutes. Mr. Elliot seconded the motion. All voted in favor and the motion passed.
- 7. BILLS PAYABLE:

After discussion, Mr. Hochstetler a motion to approve the bills. Mr. Cook seconded the motion. All voted in favor and the bills were paid.

8. FINANCIAL REPORT:

Mr. Eccher told the board the golf course shows \$6,000 in the red, but the \$45,000 from the county had not yet been received.

9. OPERATIONAL REPORT:

Mr. Eccher read the managers reports.

Hollydot May revenue was up almost \$30,000 from 2019 due to many out of town golfers and four new memberships. The clubhouse and patio area is now allowed 50 person capacity.

The website for the campground is up and has been a huge asset. Less cash being handled and reservations are done online. May 2020 revenue is up over \$3000 from 2019. June reservations are up 85 from the previous year. The lake in seeing an increase in use. Trash has been an issue, also people parking or driving in restricted areas. Signs have been ordered to help with this. It is looking as if the ballfield may open up for use soon. Mowing is being done full force.

Phase 1 one of the water meter project is 91% complete, with completion set for June 19th. Water production for May was 17,196,139 gallons. 8,429,420 was billed, making a 50% water loss. New cleaning procedures have been implemented and have allowed an increased gallon per minute production. A bid for the neutralization skid should be in soon. Approval has been received for the backwash project. Wastewater plant treated 10,508,209 gallons in May.

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

Read by Director Elliot.

- 11. CITIZENS INPUT: None
- 12. ATTORNEYS REPORT. None
- 13 AGENDA ITEMS:

Resolution 13-2020 Declaring a Local Disaster

Mr.Cook made a motion to approve the resolution. Mr. Elliot seconded the motion. A division of the house was called, all voted in favor and the motion passed.

Opening of the Office

Mr. Cook made a motion to open the office. Mr. Elliot seconded the motion. Mr. Cook asked what documents the attorney had sent on this matter. Mr. Elliot made a motion to amend the motion to open June 30th. Mr. Cook seconded the amendment. A division of the house was called. Mr. Hochstetler voted against, all others voted for and the motion passed.

Request for \$150,000 from Bond Fund for Phase 2 Meters

Mr. Hochstetler made a motion to approve \$150,000 from the bond fund and Mr. Elliot seconded the motion. Mr. Cook thinks it's a bad idea to approve this. A division of the house was called. Mr. Cook voted against, all others voted in favor. The motion passed.

14. CCAAC

Reviews from CCAAC

- 1. 4165 Mustang Dr new patio
- 2. 4805 Hicklin Dr new home

Mr. Cook made a motion to approve both applications. Mr. Hochstetler seconded the motion. Mr. Cook asked if both had been reviewed and was assured they were. A division of the house was called. All voted in favor and the motion passed.

A member of the audience asked if the CCAAC meetings were posted. He was told they were not at this time. Mr. Eccher said the committee was looking at letters from the CCACC to get ideas for drafting a letter to violators. Mr. Cook recommended approving funds for each violator when the matter was brought before the board in case money was needed for letters or legal fees. He said a petty cash fund may need to be set up. Mr. Elliot possibly fund when matter was passed.

15. OLD BUSINESS:

Neutralization Skid

An evaluation was done on the skid last Thursday and quote should be in soon.

Attorney search

Mr. Eccher is still looking at other attorneys.

Applewood Greenbelt

Mr. Eccher said he still cannot get into the courthouse to get this matter solved.

Mr. Cook asked about the letter to Pueblo Regional Building that Mr. Eccher had been instructed to send last year stating CCMD must sign off on all permits. He said the CCAAC needs the \$40 per permit to fund itself. Mr. Eccher said he would take care of it.

16. NEW BUSINESS:

Mr. Cook would like to move #14. CCAAC to after New Business so all CCMD matters can be taken care of before moving on to CCAAC issues.

- 17. CORRESPONDENCE: None
- 18. EXECUTIVE SESSION: None
- 19. ADJOURNMENT. There being no further business before the Board, Mr. Cook made a motion to adjourn the meeting, and Mr. Elliot seconded the motion. Mr. Kraus adjourned the meeting at 7:20 pm.

| | COLORADO CITY METROPOLITAN DISTRICT |
|---------------------------|-------------------------------------|
| | Terry Kraus, Chairperson |
| ATTEST: | |
| Harry Hochstetler, Treasu | irer |

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.

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CTF Fund update

As of 6/26/2020

\$48,310.71

\$-10,247.00

\$38,063.71

\$15,000 was left in fund for installation cost in 2018

\$23,063.71 would be useable fund if it qualifies under guidelines

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Colorado City Architectural Advisory Committee P.O. Box 20229

Colorado City, Colorada 81019 719 676-3396

colocitymanager@ghvalley.net

office or mailed to and received at the above address by 3p.m. on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

| Property Owner: | anca Garcia | |
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| | B-11 1977 C- | City Calorado Cit |
| State: | | City. Dopo, |
| | CONTRACTOR | |
| Contractor: 5 | elf | |
| | | City: |
| State: | ZIP: | Telephone: |
| Requested approval fo | or: □Commercial building □Home □She | ed Fence Other: Non Attached Dede |
| Type construction 1.1 | Legal address, (please verify with CC Metro District) | : 5332 Cibola Dr. |
| Type construction: W by | Hobile homes: | ☐ New ☐Used - Year built: |
| rea square footage REQUIRED ITEMS for su | Square foota | □ New □Used - Year built: |
| Property line s Foundation pla Cone (1) copy or Location of imp Exterior dimens Elevations - fro Accurate setbace Cocation of imp Location of imp Location of stre Cocation of stre Location of stre Location of stre Ence - type of n Landscaping dia Exterior color so have read and agree to | an and Building staked out before Excavation of blue print and One (1) electronic copy sent to prove the print and One (1) electronic copy sent to prove the print and One (1) electronic copy sent to prove the print and secondary buildings ont, back, sides ont, | manager must face legal address riveways, accessory buildings, landscaping) submitted later) |
| | Blanen Carsin | Date: 6 - 3 - 20 |
| p, Jion Form NO peri | Colorado City Architectural Advisory Committée en it require on with | |

CONDITIONS APPLYING TO THIS APPLICATION

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CCACC Fee Schedule

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

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

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

| | p 1 | benen | Data | 6-3-20 |
|---------------------------|--------|-------|-------|--------|
| Property Owner Signature: | 6 sure | Genen | Date. | |

Deck Surface Less than 30" above ground an attacked Deak Roposed Domptached (Succession) VACATION # 2001-009 FORMERLY # 47-752-03-005+006 House of Proposed St. DISTENSION TO Rosak 30 OF OF ٥ Shed

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| Property Owner: | HAEL SPIELES | |
|--|---|---|
| Mailing Address: PO , B | ox 19862 | City: COLORADO CITY |
| State: | ZIP: | Telephone: 719 679 8289 |
| | CONTRACTOR | * |
| Contractor: | | |
| Mailing Address: | | City: |
| State: | ZIP: | Telephone: |
| Requested approval for: 🗆 0 | ommercial building ☐Home She | d □Fence □ Other: |
| | | 4828 TAUS DRIVE |
| Tyne construction: | ivionie fiornes. | ☐ New ☐Used - Year built: |
| Flus. area square footage:/ | , , | ge required by covenants: |
| REQUIRED ITEMS for submitt | al of application: | |
| Property line staked Foundation plan and One (1) copy of blue Location of improvem Exterior dimensions - Elevations - front, ba Accurate setbacks dra Distances between but Location of improvem Location of propane t Location of street ligh Fence - type of materia Landscaping diagram | out corners Building staked out before Excavation print and One (1) electronic copy sent to reents on property - NOTE: front of house reboth primary and secondary buildings ack, sides where the scale (include easements) | manager must face legal address riveways, accessory buildings, landscaping) |
| have read and agree to abide | by the unit's protective covenants for | or which this application is submitted: |
| roperty owner's signature : | Man | Date: 6-24-20 |
| This applicati | on will not be accepted until you read an | d sign on reverse. |
| 1 | (| |

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Property Owner Signature:

Application Form

Colorado City Architectural Advisory Committee

Revised May 7, 2019

LOWE'S IS COMMITTED TO HELPING KINORITY SMALL BUS NEGSES REOPEN. APPLY FOR A GRANT HERE >



Shop

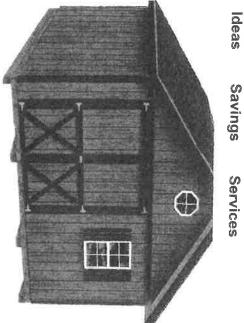
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Services



Free Store Pickup

Order Status Lowe's Credit Cards Weekly Ad

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Ready for pickup: Estimated by Jul 8



Free Delivery

Ready for Delivery: Estimated on Jul 7



Feedback

dining set not included image - mower, porch and not included; in-use/lifestyle Floor, windows, paint, shingles





Shop

ideas

Savings

Services

S. Pueblo Lowe's >

Open till 9PM!

C





Order Status Lowe's Credit Cards Weekly Ad

directly to you via curbside delivery. Windows shown are purchased separately. Floor not included. Shingles purchased by homeow foundation dimensions match the size of the shed. Check with your local permit authority before placing order. Building is shipped with LP SmartSide exterior grade pre-primed paneling, so it's ready to paint the color of your choice. Before you build, make sure your right of center. The Brandon is available in lengths of 12-ft, 16-ft and 20-ft, so you can choose the right size for all your storage needs. With its 6-ft x 4-in high side walls, you'll have plenty of headroom to add shelving if you desire. Framing is 24-in OC 2 x 4 and covered The Brandon storage shed kit from Best Barns features large 5-ft 4-in high x 5-ft 11-in wide double doors which can be off-set left or

- Assembly required, some cutting required, hardware and nails provided, must be painted
- Check with your local permit authority before placing your order

Designed for the DIY homeowner installation not available

- Windows sold separately search for model numbers window1827 and windowoctagon
- Premium grade 2 x 4 24-in on center wall studs with SmartSide exterior

Warranty Guide

Use and Care Guide

CA Prop 65

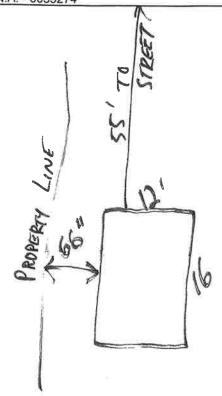
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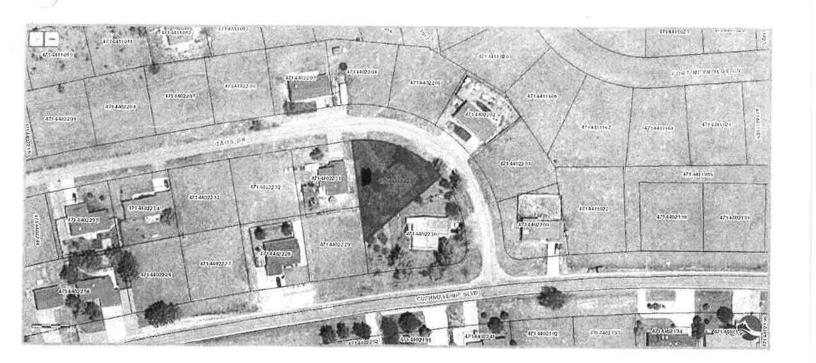


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Plat Map

| Borrower/Client | MICHAEL SPIELES | | | | | |
|-----------------|-----------------------------|--------|--------|----------|----------|-----------|
| Property Addres | s 4828 TAOS DR | | | | | |
| City | COLORADO CITY | County | Pueblo | State CO | Zip Code | 81019 |
| Lender | Wells Fargo Bank N.A 003527 | A . | | | | 2.1.7.1.7 |





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| Property Owner: Er Blue | Ocean Properties C | O ErinButter-Salhas |
|--|---|--|
| Mailing Address: 8065 S | 1-25 | city: Pueblo |
| State: CO | ZIP: 8100 Y | Telephone: 719-214-8914 |
| | CONTRACTOR | · |
| Contractor: | | |
| Mailing Address: | | _ City: |
| State: | ZIP: | Telephone: |
| Requested approval for: □Commerc | ial building □Home □Shed □Fence | e 🗆 Other: |
| Lot: 369 Unit: 30 Legal address, Type construction: 5 Foot fall to the second area square footage: REQUIRED ITEMS for submittal of app | parcel # 4734430196 (please verify with CC Metro District): Welded Wife Jucos Pos- Mobile homes: New York Parcel Ave Square footage required distriction: | - every looft, + post every loof, to livestock sheep by covenants: |
| Plot plans to scale (indicate so Property line staked out corne Foundation plan and Building some (1) copy of blue print and Location of improvements on print Elevations - front, back, sides Accurate setbacks drawn to scale Distances between buildings Location of improvements (por Location of propane tank, where Location of street light (where refered to the print Location of street light (where refe | vith legal address defined as street name & cale) ers taked out before Excavation One (1) electronic copy sent to manager operty - NOTE: front of house must face legary and secondary buildings lile (include easements) ches, decks, garages, carports, driveways, age applicable equired by covenants) and locations luded in original plans, must be submitted iding and roofing materials must be indicated. | number No legal address yet gal address gal address scessory buildings, landscaping) |
| I have read and agree to abide by the L | unit's protective covenants for which the | nis application is submitted: |
| Property owner's signature | Dalin | Date: 6 77 70 |
| This application will no | t be accepted until you read and sign on re | verse. |

Application Form

Colorado City Architectural Advisory Committee

Revised May 7, 2019

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I did not realize apermit was required swith my lence be in under left high. Late Fee remitted with application lee.

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