



**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 July 11, 2023, beginning at 6:00 p.m.

1. Proposal for Development
2. Resolution 13-2023 Road Standards
3. Property Sale Unit 6 Lot 76
4. Consumer Confidence Report 2022
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 July 11, 2023, 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 June 27, 2023
Regular Meeting June 27, 2023
CCACC Minutes June 26, July 6, 2023
7. BILLS PAYABLE.
ACH: CWRPDA
 8. FINANCIAL REPORT.
 9. OPERATIONAL REPORT.
 - a. Beckwith Dam report
 - b. Committee Reports Library Sign/ ?? News Letter /Uniform Development Code/Post Office

10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND Demeanor.
11. CITIZENS INPUT.
12. ATTORNEYS REPORT:
13. AGENDA ITEMS:

**Resolution 13-2023 Adopting Road Standards
Sale of Property Unit 6 Lot 76**

**Discussion/Action
Discussion/Action
Discussion/Action**

CCACC:

- A. New Construction:
 - 1.
- B. Actions
 - a. 1 First Letters

- b. 0 Second letters
- c. 2 Third letters
- d. 0 Unauthorized Structure

14. OLD BUSINESS. Applewood Park/ Duell well

15. NEW BUSINESS:

16. CORRESPONDENCE.

17. EXECUTIVE SESSION:

18. 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 July 7, 2023

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting July 11 2023
Time: Jul 11, 2023 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83754636375?pwd=TWNhbkpwMjdJOEgxRkdEUk1kLORsZz09>

Meeting ID: 837 5463 6375

Passcode: 815811

One tap mobile

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Dial by your location

• +1 719 359 4580 US

• +1 253 205 0468 US

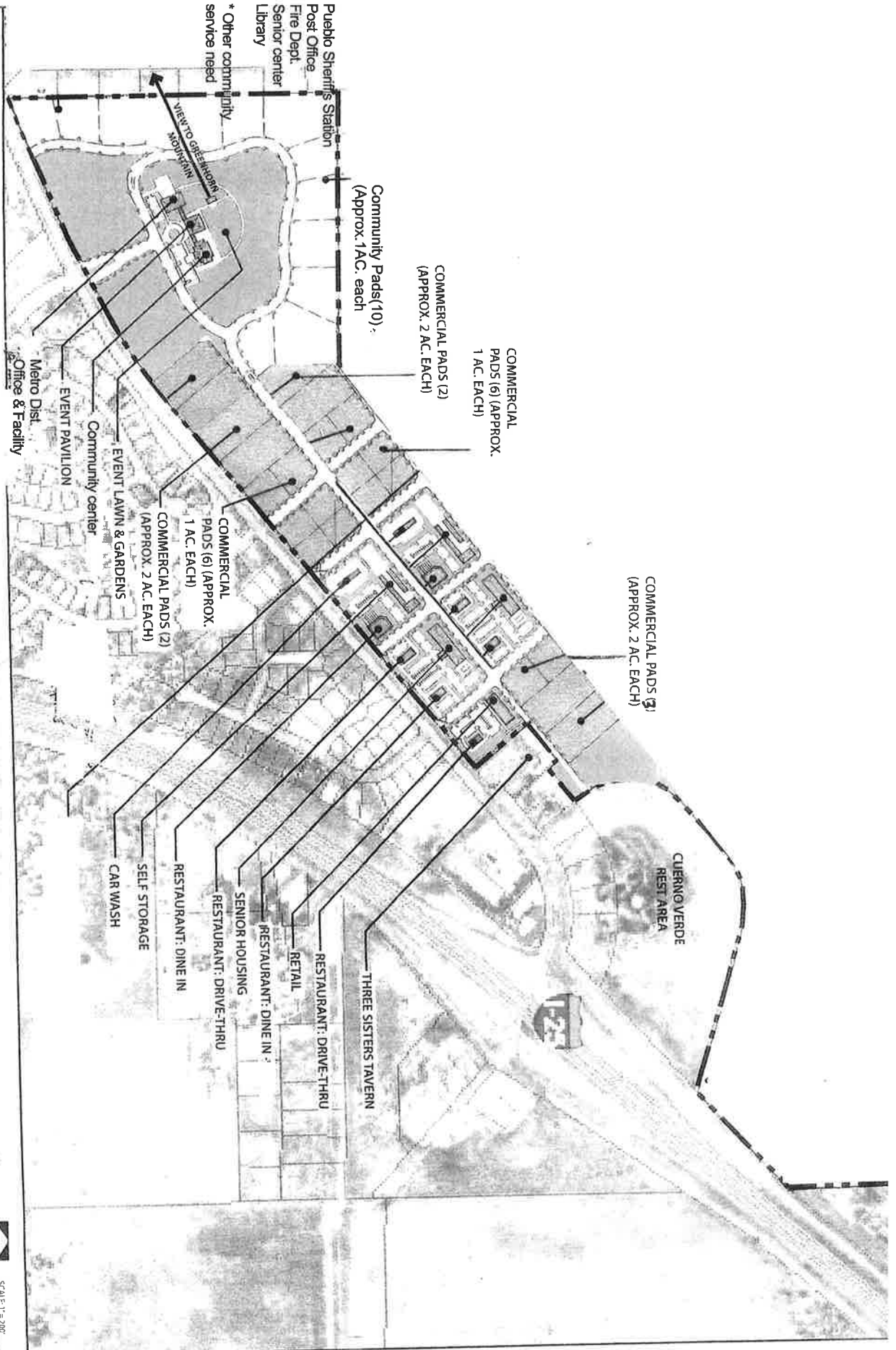
Meeting ID: 837 5463 6375

Passcode: 815811

Find your local number: <https://us02web.zoom.us/j/kDGSDkgj1>

Colorado City Metro Plex

Pueblo County, Colorado



July 2023



necessary to protect the health, safety and welfare of the inhabitants and visitors of the District. Said ownership shall remain valid whether the service lines are constructed, financed, paid for, or otherwise acquired by the District or by other persons.

- 3.6. **Defective Meters:** It shall be the duty of all customers to notify the District office immediately if a meter is operating defectively. The District shall be responsible for the maintenance, repair or replacement of all meters, unless the meter is intentionally damaged. If any water service meter shall fail to register in any period because the customer has failed to notify the District, the customer shall be charged the average period consumption during the two preceding periods as shown by the meter when in order.
- 3.7. **Service Outside the District:** Service outside the District is available only by contract according to the discretion of the District's Board.
 - 3.7.1. **General Provisions:**
 - 3.7.2. **No Service Outside Boundaries, Exceptions:** The Board in its sole discretion may allow extraterritorial service for residential property owners at a rate of 1.5 times the current District service rates including tap fees and 2.0 times the current service rates for commercial property including tap fees.
 - 3.7.3. **Public Hearing:** The District shall not extend District water or sewer service beyond existing boundaries of the District except in cases where the Board, by Resolution determines it is in the best interests of the District to extend water and sewer service outside existing boundaries of the District.
- 3.8. **Water Service Policy:** All existing or future customers who receive water or sewer service from the District are required to convey and dedicate all tributary, nontributary, not nontributary, or Arkansas River Basin water rights and groundwater rights, underlying their property within the District, or the consent to withdraw and use such water, to the District as a condition of receiving such service.
- 3.9. **Ownership and Right to the Use of Water:** The District retains all property rights associated with any water provided to customers and buildings, including the right to reuse, make a successions of uses, or to use such water to the point of its complete or absolute consumption.
- 3.10. **No Resale of Colorado City Water is Permitted:** Water supplied by the District is, under no circumstances to be permitted for resale. This includes all bulk water sales.

Section Four

4. USE OF PUBLIC WATER AND SEWER SYSTEMS REQUIRED

- 4.1. **Unlawful to Deposit Waste in Unsanitary Manner:** It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the District, any human excrement, garbage, or other objectionable waste.
- 4.2. **Sewage Must be Treated:** It is unlawful to discharge to any natural outlet or surface or subsurface system within the District, any sewage or other polluted waters, except when suitable treatment has been provided for in accordance with these Rules and Regulations.
- 4.3. **Sumps and Water Wells Prohibited:** Unless otherwise approved by the Board, after the effective date of these revised rules the construction of any water well or sump within the District is prohibited. Upon connection of premises to the District's public water and sewer system, the owner shall dedicate and convey any existing

water rights and related structures appurtenant to the subject property to the District at no cost.

4.4. Use of District Water and Sewer Systems Required: No water system or sewage disposal system shall be constructed within the District, unless such system is connected with the District's sewer or water systems, unless otherwise specifically authorized by the Board. The owner(s) of any parcel of land within the boundaries of the District which is subdivided subsequent to the effective date hereof, shall make application to the District for extension of its water and sewer facilities to serve said subdivision. The District shall require said owner(s) to construct or pay for the construction of the extension or enlargement of all facilities necessary to serve said subdivision. If the District elects to extend such service, the District and the property owner(s) shall enter into a service agreement therefore.

4.5. District's Power to Compel Connection: Unless otherwise agreed to by the Board, the owner(s) of all buildings, businesses or other premises situated within the District where a water supply shall be used or domestic or industrial wastes or sewage are generated, stored, or treated shall be required at the owner(s) expense to install suitable water and sewer facilities therein and to make application for and to connect such facilities directly with the District's public water and sewer system for the protection of the health, safety and welfare of the inhabitants and visitors of the District in accordance with the provisions of these Rules and Regulations, within 20 days after written notice is sent by registered mail to do so, provided that the public water or sewer main is within 400 feet of the owner's property line. If such connection is not commenced within such period and completed with reasonable diligence by the owner, the District may thereupon make such connection, and the owner shall be liable for all expenses incurred by the District for the completion of the connection, including any unpaid tap fees. The District shall also have a first and prior lien on the premises for such costs and fees, and such lien shall be enforceable in accordance with the provisions of §32-1-1006(l)(a), C.R.S. If an owner's service line must cross another person's property in order to connect to the District's water or sewer system at the point designated by the District, and the owner is unable to obtain the easements required for such service line, the District may in its discretion initiate proceedings to acquire such easements. All costs incurred by the District in the prosecution of such proceedings, including without limitation, the amount determined to be payable as just compensation, attorney and legal fees, engineering and survey fees, appraisal fees and expert witness fees, shall be paid by the owner of the premises to be connected. The amount required to be deposited with the court in order for the District to obtain possession of the property included within the easement(s) shall be paid at that time by the owner of the premises to be connected. The District shall have a first and prior lien on the premises to be connected and the land on which they are located for all such costs, and such lien shall be enforceable in accordance with the provisions of §32-1-1006(l)(a), C.R.S.

Section Five

5. APPLICATION FOR SERVICE

5.1. Policy: Service shall be furnished subject to these Rules and Regulations and taxation, unless otherwise agreed to by the Board in its sole discretion. It shall be incumbent upon an applicant for service to furnish satisfactory evidence of inclusion whenever such evidence is requested by the District. Any property included within the District or to be provided service must provide to the District all finances,

facilities and service required by such property, and must pay for the use of all existing and future improvements, facilities, water and sewer rights and system. Any person or entity seeking inclusion or development of property within the District shall comply with the terms of this section, and may be required to enter into a Tap Purchase Agreement.

- 5.2. Sufficient Water Rights and Facilities Required:** No new property shall be included, unless the owner and developer of said property or subdivision shall comply with the Water Service Policy (Section 3.8) and shall also furnish sufficient additional adjudicated water rights and associated facilities to the District in an amount and of a quality adequate, in the judgment of the District's Board, to serve said property or subdivision; or, at the discretion of the Board, monetary compensation adequate, in the judgment of the Board, to purchase or compensate for sufficient additional water rights and water facilities to provide such service. The owners of said property shall convey these rights or monies to the District free and clear of all liens and encumbrances prior to inclusion of the property into the District or furnishing of service to the property, whichever the case may be. The matters of sufficiency of water rights to serve the subject property and/or monetary compensation shall be determined by the District's Board after taking into consideration the recommendations of the District's attorneys and engineering consultants. In no event shall the District be obligated to reimburse the applicant for funds expended by the applicant for any such water rights and water facilities.
- 5.3. Application for Service:** A proposed customer seeking service within the District, shall, as provided for in Section 9.4, submit an Application for Water and Sewer Tap Permit on the District's standard form, accompanied by the appropriate tap fee from the Fee Schedule attached hereto and designated Appendix A to the District for the District Board's consideration.
- 5.4. Connection Permit:** A proposed customer seeking service within the District, shall, as provided for in Section 9.7, make separate application for a connection permit, accompanied by the applicable fees, prior to connection to the District's lines. No work on a proposed connection shall commence prior to payment of all fees and the issuance of a connection permit. Payment of a tap fee and issuance of a tap permit does not constitute a connection permit.
- 5.4.1. Construction Services:** After the connection permit is issued and the system development charges, tap fees, and other applicable fees have been paid, the customer shall be responsible for all construction services associated with the water and sewer connections. An approved, licensed contractor in accordance with specifications and standards established by the District and Pueblo County shall perform the construction services. **SEWER:** The customer's contractor shall install the sewer tap and service line from the sewer main to the property line and shall not backfill until after the District has approved the installation. **WATER:** The customer's contractor shall fully expose the existing water line so the District can install the water tap. The customer's contractor shall install the service line from the district's installed water tap to the property line and shall not backfill until after the District has approved the installation. The District shall furnish the following items to the contractor: (Tap saddle, corporation stop, meter pit, bull yoke and support, meter, check valve and PRV if needed). **Notice to Colorado City Metropolitan District:** The contractor shall provide Colorado City Metropolitan

District 72 hours written notice prior to the installation of a new water or sewer tap.

- 5.5. Limitations of Service Permits and Connection Permits:** The service and connection permits issued to an applicant are applicable only to the real property and buildings or portion thereof specified on the permit, and all rights under the permit shall be deemed to be automatically conveyed with title to such property. The permit shall not be transferable for use on other property or for use on other buildings on this same property; except that transfer to the permit may be approved upon written application, by the District in its sole discretion upon payment of a proper transfer fee and a determination that such transfer will not impair the health, safety and welfare of the residents and visitors of the District. Each connection or tap permit shall allow only one service line connection.
- 5.6. Main Line Extension Permits:** A proposed customer seeking service requiring the construction or extension of a water or sewer main line shall, as provided for in Section 9.8, submit a separate application for a main line extension permit, accompanied by the appropriate fees, prior to any construction of the main line or any service lines to be connected thereto. Payment of a tap fee and issuance of a service permit and issuance of a connection permit does not constitute a main line extension permit. No work on a proposed extension shall commence prior to payment of all fees and the issuance of a main line extension permit.
- 5.7. Road Cuts:** Issuance of a connection permit or any other District permit does not authorize the holder thereof to make any cut in a public road or street or to do anything for which separate permission is required of another governmental entity.
- 5.8. Permits Subject to Rules and Regulations:** Each service and connection permit and inclusion or other agreement issued or entered into by the District shall be subject to each of the provisions of these Rules and Regulations as amended from time to time and shall be subject to each of the conditions and limitations set forth herein.
- 5.9. Denial of Application for Service:** The District's Board retains, in the Board's sole discretion and judgment at a public meeting, the right to deny any application for a service permit, temporary, irrigation, or otherwise, when the granting of the application would not be in the best interests of the District or its residents and property owners. The factors that the District's Board may consider, by way of illustration and not by way of limitation, include: whether sufficient water rights and water facilities are available and will be available in the future to serve the development or construction proposed for the development or construction proposed for the property, the impact of the proposed service treatment, transmission, and storage facilities, the economic effect that the approval of the application would have on the District and its residents and property owners, and other factors related to the request to provide such service. There may be factors and aspects of an application which are unique to that application and are not recited above, and the District's Board retains the right to consider all factors related to an application and make a decision based thereon.
- 5.9.1. Bulk Water Sales:** The District makes sale of bulk water available through a stand pipe(s) located with-in the District Boundaries. The District may, at its discretion, at any time elect to modify, ration or cease the sale of bulk water. See Schedule of Fees and Charges attached hereto as Appendix A.
- 5.10. Cancellation of Permits and Refund of Fees:** The District reserves the right, in its sole discretion, for cost-related, lack of capacity, or other reasons, to cancel

any permit, including tap, connection, or main line extension permits, at any time prior to connection to the District's water or sewer system and, refund fees.

5.10.1. Additional considerations for issuance of water taps on a first come, first served basis. Issuance of water taps after the date of May 31st, 2005 as adopted by resolution 04-2005 shall be subject to water availability and shall be issued on a first come, first served basis. No tap shall be issued without an applicant's establishing to the satisfaction of The District administration that construction of a residential or commercial building will commence within 1 year following the date of application or that the water will be put to a beneficial use in some other capacity within such 1 year period. The decision to issue a tap based on the representations of an applicant regarding the use of water shall in all instances be left to the sound discretion of The District administration. A decision to deny a tap may be appealed to The District Board by providing written notice not fewer than 10 days preceding any regular meeting of The District Board. The District Board decision shall be final.

5.11. Inclusion: A person or entity owning or having an interest in land outside of the boundaries of the District desiring service shall include in the petition for inclusion all of the land in which applicant is the owner or has a beneficial interest in that it is contiguous to the parcel upon which service is desired within the District, unless the District allows otherwise. The District's policy concerning inclusions into the District is that any property brought into the District must provide to the District all finances, facilities and service required for such property, and must pay for the use of all existing and future improvements, facilities, water and sewer rights and systems. The property must come complete with sufficient water rights and water facilities which are, in the judgment of the District, adequate to serve the anticipated development of the property, or provide funds adequate to purchase or compensate for such rights; all water and sewer facilities to be constructed by the District in order to serve the property must be financed solely by the developer and owner of the property, and payment of tap fees and any other necessary charges shall be made for the use of existing District facilities and rights. The District will not require its existing residents to subsidize the development of any newly included property.

5.11.1. Inclusion Petition: Ten copies of the inclusion petition shall be submitted, together with a petition fee in the amount of an initial deposit of \$10,000.00 which shall be credited towards the costs of inclusion to be paid hereunder. The inclusion petition shall contain the following information:

- a. Legal description of the property to be included, setting forth the total acreage, together with proof of title.
- b. A survey of the property, with plan view of a scale on one inch equaling 200 feet, showing its location with respect to the District's existing boundaries.
- c. The existing zoning for the property together with any proposed changes.
- d. A description of the proposed uses of the property, including:
The proposed total population for the property, including a breakdown into types of uses such as single family residences, condominiums, commercial development, recreational uses, etc.

1. The proposed maximum population density for each area of the property, including the number of acres to be used for various types of uses, together with an indication of lot sizes, irrigated acreage, and water and sewer requirements, and any limitations proposed on water usage.
 2. The number of acres to be dedicated to open space, green belts, and parks and the anticipated location of each such area, a description of the proposed ground cover and the irrigation water requirements for each such area.
 3. Detailed engineering plans on how the developer or proposed customer proposes that water and sewer service be-provided, including cost estimates of all facilities.
 4. Any other pertinent facts that will assist the District in considering the request for inclusion.
- e. The proposed development schedule.
 - f. A complete description of all water rights associated with or acquired for the property, including proof of ownership, copies of all court decrees and well permits, etc.
 - g. Upon request by the District, a full financial statement and balance sheet of the owner, developer or proposed customer, and an ownership and encumbrance report for the property.

5.11.2. Petition Evaluation Reimbursement: The petitioner for inclusion shall be responsible to the District for all costs, including engineering and attorney and legal fees and expenses, incurred on behalf of the District in evaluating the petition, together with 100% of any amounts paid by the District to any other governmental entity which is required to review the proposal. The District may require additional deposits over and above that required by Section 5.11.1 if the amount will exceed the original deposit. These costs shall be assessed regardless of whether a petition for inclusion of the property into the District is finally granted.

5.11.3. Hearing on Petition for Inclusion: The District's Board of Directors shall conduct a hearing as provided by the Colorado statutes on whether the petition for inclusion should be granted or denied, in whole or in part. The District's Board shall decide, in its sole discretion and judgment, whether the granting of the petition is in the best interests of the District's existing residents and property owners. The District's Board shall withhold entry of any final order approving inclusion until the developer or proposed customer have entered into an agreement which details the terms and conditions of inclusion and provides for payment of all fees and costs and sufficient security therefore. The District Board's action granting or denying the petition for inclusion shall be final and conclusive.

Section Six

6. SERVICE LINE CONSTRUCTION AND CONNECTION

6.1 Required Permits and Fees: No service line shall be constructed within the District nor connected to the District's water or sewer system until a connection permit has been issued by the District as provided in Section 9.7.

6.2 Separate Service Lines: A separate and independent service line shall be provided for every building, except out buildings, and except as otherwise provided herein, shall be installed at the expense of the property owner.

6.2.1 Commercial Structures: Each commercial structure hereafter constructed shall have an individual service line and connection for each commercial unit in the commercial structure or if not divided into units then it shall have a separate service line and connection for each building.

6.2.2 Interior Lots: A single service line may be allowed where one building stands at the rear of another on an interior lot and no separate service line is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. The service line from the front building may be extended to the rear building and the whole considered as one service line, but the District does not assume any obligation or responsibility for damage caused by or resulting from any such single connection. The owner of the interior lot is responsible for obtaining the necessary permission or easement in order to connect to the service line located on the exterior lot.

6.3. Inspection: The applicant for the water or sewer service line connection permit shall notify the District when the service line is ready for inspection and connection to the public system. The connection and testing shall be made under the supervision of the District Representative. The entire length of the trench containing the service line, from the building to the public system, or a main line extension shall not be backfilled until inspection has been made by the District Representative; however, the owner will continue to be responsible for any costs, expenses or damages resulting from improper connection or construction.

6.4. Design and Construction Specifications: Service lines shall be installed in accordance with the specifications set forth in Appendix B attached hereto and incorporated herein by this reference. All contractors, licensed plumbers and others doing work within the District shall comply with these requirements.

6.5. Contractor Qualifications: All contractors and subcontractors shall be approved by the District Representative prior to commencing work on any water or sewer facilities, mainlines, or service lines within the District. Connections shall be made by bonded, licensed plumbers, but plumbing contracted by a licensed master plumber may be performed through Journeymen plumbers or apprentices under his/her direction. The District assumes no responsibility for work performed by general or subcontractors or their agents.

Section Seven

7. CONSTRUCTION OF MAIN LINE EXTENSIONS

7.1. Required Permits and Fees: No main line shall be constructed within the District until a Main Extension Agreement has been issued by the District as provided by Section 9.8.

7.2. Design and Construction Specifications: All line extensions, including fire hydrants, the next desirable fittings, and any special structures required to insure proper operation of the line extension shall be designed and constructed according to the District Manager's or Superintendent's specifications, and under the District's supervision. The plans and specifications shall be approved by the District prior to

execution of the Main Extension Agreement. Said specifications shall comply with the District's construction specifications, unless provided otherwise. Prior to the District's acceptance of the lines, reproducible as-built drawings shall be provided, or reasonable provision made therefore.

7.3. Location of Main Extensions and Additions, and Service Line Stub-Out Installation:

Water or sewer mains shall be installed in roads or streets which the District the County, the State Highway Department or other public agency has accepted for maintenance as a public right-of-way, or in easements granted for the use of the District. Where water and sewer mains cannot be installed in a street, private drive or common area, and must be installed in easements between adjacent pieces of property, the lines will terminate at the point determined by the District. All lateral lines and service line stub-outs shall be installed to the property line at the time of construction of the main. All such main lines, laterals and stub-outs shall be constructed prior to paving.

7.4. Procedure for Main Extension Construction: If applicant has agreed to the engineering layout or design for the work, he shall enter into a Main Extension Agreement with the District, covering standard regulations and specifications for line extensions and shall:

- a. Obtain bids directly from contractors for their work and furnish the District with a performance bond guaranteeing the performance of the work, holding the District harmless for the payment to the contractor, and provide two years maintenance bond. All such bids and contracts are subject to the approval of the District.
- b. All daily inspection fees on main construction required by the County, State Highway Department or local governments shall be paid by the plumber, contractor or others doing work in the District.
- c. The constructor shall be responsible for "over sizing" main extensions as required by the District. Any such over sizing required of the constructor shall be paid by the constructor,
- d. Prior to construction of a main line extension by the District, the proposed customer shall plat and grant to the District appropriate easements and rights-of-way necessary to cross-land not being subdivided or under the proposed customer's control in which to construct the same. All easements shall be recorded in the Pueblo County Clerk and Recorder's office at the proposed customer's expense prior to construction. Applicants who have completed construction of mains shall, before these mains are accepted by the District for taps, deed these lines, associated easements and all appurtenances to the District, free and clear of all liens and encumbrances; provide "as built" drawings of the mains, or make reasonable provision for such drawings, and furnish a bond to cover all maintenance for one year from the date of acceptance of the lines by the District.

7.5. Statement of Costs Required: Upon completion of the construction of any main extension and connection to the District facilities, the person to whom the permit was issued for such work shall render to the District a sworn statement of all costs of construction thereof, including engineering cost, inspection cost, and incidentals, verified by the receipted bill or statements of all contractors or engineers engaged in the construction of such extensions. In the event such sworn statement is not rendered to the District within thirty (30) days after completion of the extension, the

District may permit and allow other property owners to connect with such extension without payment to the party constructing such extension.

- 7.6. Connections to Main Extensions; Fees:** At the time of connection, the District shall collect an equitable fee for connection to any main extension to serve property not previously charged for the cost of such extension serving such property: provided, such fee shall not exceed the proportionate share of the cost of such extension, but in no event shall such fee be less than two dollars (\$2.00) per front foot of the property to be served. Such fee shall be refunded to the person to whom the main extension permit was issued, his heirs, successors or assigns. Such fee shall be in addition to all other permit fees and/or charges. No permit for connection to such extension shall be issued until such fee is paid in full. This provision for collection of fees and refunds shall remain in effect for a period of ten (10) years from the date of the verified statement as set forth in 7.5 above.
- 7.7. Inspection:** During construction or extension of main lines, the District's Representative shall be notified, prior to back filling, when the main line is ready for inspection and approval. Inspection of construction of main line extensions shall be governed by the provisions of Section 6.3.
- 7.8. Ownership:** All new water and sewer mains shall become the sole and absolute property of Colorado City Metropolitan District. No "private mains are allowed. Extensions to previously unserved property shall be paid for 100% by the parties so benefited. The parties paying for the initial installation shall be entitled to no future reimbursement from the Colorado City Metropolitan District, future developers, or others requesting taps from the subject line. The initial installers shall acknowledge that future developers shall connect and extend with no reimbursement to the initial installer. No separate connection fee is assessed to the initial installer to pay for a portion of the existing water main where the new connection is made, and hence no such fee shall be assessed to subsequent developers. The initial installer shall recoup utility installation costs form future lot sales, enhanced property value, or merely the value of the availability of "District Water" and "District Sewer". The initial installer, when choosing to make the investment of District utility extension, must weigh the benefits of "District Utilities against the costs of the extension and assume the full risk of a future party connecting to the new lime at far less cost than borne by the initial installer.

EXAMPLE: Person AA pays for the extension of a waterline which runs past property owned by Person AB. Person AB does not wish to help pay for any of the new waterline. Person AA proceeds with the waterline installation anyway. Person AB can then tap the new waterline with no reimbursement

Section Eight

8. USE OF PUBLIC SEWER SYSTEM

- 8.1. Policy:** Except as hereinafter provided, no person shall discharge, or cause to be discharged, to any sewer main, any special or prohibited sewage (as hereinafter defined) or any harmful or deleterious waters or wastes, whether liquid, solid, or gas, capable of causing obstruction to the flow in sewer, damage or hazard to structures, equipment and personnel of the sewage works, or other interference with the proper operation of the sewage works.
- 8.2. Classification of Sewage:** This section of the Rules and Regulations shall provide the basic policies of the District for classification of sewage and for control of discharge of

sewage into the sanitary sewer system. It shall be the policy of the District to classify sewage into three main categories termed "normal sewage," "special sewage," "prohibited sewage," as hereafter defined. The classification of sewage shall be the responsibility of the Manager and shall follow recommended procedures of the State Department of Health and, subject to approval of the Board, shall be final and binding.

8.2.1. Normal Sewage: Normal sewage shall mean sewage which can be treated at the District's sewage treatment works without pre-treatment and within normal operating procedures, and which, when analyzed, shows by weight a daily average of not more than 300 parts per million of suspended solids and not more than 250 parts per million B.O.D.

8.2.2. Special Sewage: Special sewage shall mean any sewage which does not conform to the definition for normal sewage, but which can be treated by the District after pre-treatment by the customer or by utilization of special operating procedures by the District at the sewage treatment works.

8.2.3. Prohibited Sewage: Prohibited sewage shall mean any sewage which may be reasonably anticipated to have a deleterious effect upon the sanitary sewage system, or any persons or property and therefore, in the opinion of the District, cannot be serviced by the District. No person(s) shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- b. Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any municipal system, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.
- c. Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage treatment works.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other deleterious effects on the sewer system and interference with the proper operation of the wastewater facilities such as, but not limited to, ungrounded garbage, and ashes, cinders, sand, mud, straw, shavings, metal, *glass*, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

8.3. Special Sewage: The admission into the public sewers of any special sewage shall be subject to the review and approval of the Board, which may prescribe limits on the strength and character of such sewage.

8.3.1. Pre-treatment: Where necessary, in the opinion of the Board, the owner shall provide, at his expense, such pre-treatment facilities as may be necessary to treat such special sewage prior to discharge to the sewer main. Plans, specifications, and any other pertinent information relating to proposed pre-treatment facilities shall be submitted for the approval of the District and of the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where pre-treatment facilities are provided for any special sewage, they

shall be maintained continuously in satisfactory and effective operation by the owner, at the owner's own expense.

8.3.2. Control Manhole: When required by the District, the owner of any property served by a service line carrying special sewage shall install and maintain, at the owner's expense, a suitable control manhole in the service line to facilitate observation, sampling and measurement of the wastes. All measurements, tests, and analysis of the characteristics of waters and wastes shall be at the owner's expense and determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest down-stream manhole in the sewer main to the point at which the service line is connected.

8.4. Prohibited Sewage: The admission into the public sewers of any prohibited sewage is prohibited. Prohibited sewage shall include clear water injected into the sewage system by means of a drainage collection system. Said drainage water is detrimental to the sewage system since it interferes with the District's volume capacity and with the biological process necessary to proper treatment, unless specifically authorized by the District.

8.4.1. Un-polluted Waters: Storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water, unpolluted industrial process water or any other unpolluted water may not be introduced to any sanitary sewer.

8.5. Analysis of Sewage: The Manager shall be responsible for all sampling, testing, analysis and classifying of sewage. Testing and analysis shall be determined in accordance with "Standard Methods for the Examination of Water and Waste Water" latest edition. Results of tests shall be made available to the customer at the District's office.

8.6. Grease, Oil and Sand Interceptors: All sewer service lines from commercial and industrial buildings or facilities shall contain grease, oil and sand interceptors of a design recommended by the Colorado State Board of Health, Uniform Plumbing Code, unless the District determines otherwise. Interceptors shall also be required when, in the opinion of the District Representative, they are necessary for the proper handling of special sewage or liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients; such interceptors shall not be required for common and ordinary private living quarters or dwelling units. Where installed, the District is given the authority to inspect the interceptors, and such interceptors shall be maintained by the user or owner, at the owner's expense, in a continuously efficient operation at all times.

Section Nine

9. PERMITS, FEES AND CHARGES

9.1. Policy: The rates, charges and other information shown herein shall apply only to customers inside the District and shall in no way control the rates, charges, and other requirements applied to service which the District may choose to provide outside the District in the future. Said rates and charges as herein established shall remain in effect until modified by the Board under the provisions of these Rules and Regulations and under the applicable statutes of the State of Colorado. Nothing

contained herein shall limit the Board from partially modifying rates and charges or from modifying any classification.

9.2. Type of Service Rates: Water service shall be metered as described in Appendix A by the District. Sewer service shall not be metered except for industrial or commercial service of unusual characteristics, which shall be metered. The cost of all such metering equipment shall be paid by the applicant for the service.

9.3. Classification of Customers: For the purpose of levying fair, reasonable, uniform and equitable charges, the following classifications and appropriate definitions are provided:

9.3.1. Single Family Dwelling: A single family dwelling (equivalent residential unit, "EQR") shall be construed as a living unit suitable for occupancy of one or more individuals of a family, comprising either a separate and unattached structure from any other dwelling unit.

9.3.2. Multiple Family Dwelling: A multiple family dwelling shall consist of a single structure or structures wherein more than one family unit exists, such as townhouse, condominiums and apartments.

9.3.3. All Other Categories: All other categories of use shown on the rate schedule attached hereto as Appendix A shall be given their customary meanings. Any controversy concerning definition of categories shall be resolved by the Board of the District in its sole discretion.

9.3.4. Unclassified Services: Whenever a structure represents a classification not contemplated by these Rules and Regulations, the Board, at its sole discretion, shall establish fair, reasonable and equitable fees and charges for said structure.

9.4. Service Permit: Any person requesting service shall file a service permit application and pay the applicable fees. For all structures other than single-family residences, building plans shall be submitted which must include the building requirements for potable water, fire protection and sewer. Upon approval by the District, a tap permit number will then be issued to the owner. In every case, no service shall be allowed until a tap fee has been paid.

9.4.1. Service Permit Fee: A water or sewer permit fee shall be charged to all customers of the District and shall be paid before a tap permit is issued. Fees shall be calculated to recover all expenses and costs associated with providing water or sewer service shall be assessed as provided for in the Schedule of Fees and Charges attached hereto as Appendix A. Fees shall be nonrefundable. Those pre-paid taps in existence on the date of adoption of these revised Rules & Regulations and tap permit fees for which connection to the District's facilities has not been made within one year from the date of issuance of the permit, shall be subject to an additional surcharge for fees or charges incurred by the District in providing such service, unless the District otherwise specifically agrees in writing.

9.4.2. Payment of Fees: Subject to the terms of individual agreements with the District, all tap fees due to the District, may not be pre-paid, but shall be collected after the issuance of the routing sheet and building permit, along with system development charges just prior to the initiation of water or sewer service, except when developers or proposed customers pre-install service lines prior to road paving, no fee shall be required to be paid until such time as application is made as required above.

- 9.4.3. **Amended Permits:** Anytime a permit has been issued, and subsequent thereto the meter size is changed, or the classification of the property or level of service needed under said permit is changed or recalculated by the District, so as to increase the level of service necessary, the quantity of water or sewage, or amount of water treatment necessary, the owner shall apply for an amended permit and pay such additional fee as applicable.
- 9.5. **Irrigation Permit and Fee:** Prior to installing a separate water connection to the public main for an irrigated area, the owner shall apply for an irrigation tap permit and pay the required fee. The District's Board shall then consider, in its sole discretion, whether to grant each irrigation tap permit.
- 9.6. **Raw Water Permit and Fee:** Prior to installing a separate water connection for raw water, the owner shall apply for a raw water permit and pay the required tap fee. The District's Board shall then consider, in its sole discretion, whether to grant each raw water permit.
- 9.7. **Connection Permits:**
- 9.7.1. **Fees to be Paid:** No connection permit shall be issued to the customer until the appropriate fees, inspection fees, performance bonds and guarantees, fees for water meter installation and initial meter reading, if applicable, have been paid, and funds estimated to cover the cost to the District associated with the connection deposited with the District, and a permit issued for the property or building to be served by the connection. No new services shall be furnished to the customer until all outstanding debts to the District, and special fees as hereinafter provided, have been paid to the District. A developer shall pay all fees for his development at the prevailing rate, subject to any contractual agreements.
- 9.7.2. **Connection Permit Application:** No connection permit will be issued until an application form, properly completed, supplemented and signed has been filed with the District by the owner(s) or its agent. Prior to approval of the application, the applicant shall submit and have approved by the District the engineering design and construction plans for the proposed service line and connection.
- 9.7.3. **Expiration:** Connection permits shall expire one (1) year from the date of issuance where the authorized connection has not been made during such time, unless extended by the Board upon written request.
- 9.8. **Main Line Extension Agreement:**
- 9.8.1. **Fee to be Paid:** No Main Line Extension Agreement shall be signed by the District until all fees have been paid, and funds estimated to cover the cost to the District associated with the main line extension have been deposited with the District. No new services shall be furnished to the customer until all outstanding debts to the District, and special fees as hereinafter provided, have been paid to the District. A developer shall pay all tap fees, and other fees and charges provided for herein, for his development at the prevailing rate.
- 9.8.2. **Main Line Extension Application:** Prior to approval of the Agreement the applicant shall submit and have approved by the District the engineering design and construction plans for the proposed service line and connection. The Board may give preliminary approval of an application based upon terms and conditions which may allow design and

construction specifications to be agreed upon by the District Representative.

9.9. **Inspection Fees:** At the time of applying for a connection permit, an applicant shall pay an inspection fee as provided for in Appendix A which shall approximate the cost to the District to conduct such inspection.

9.10. **Associated District Construction Costs and Fees:** All costs and fees of new construction, reconstruction or enlargement of any water or sewer system facilities, including all associated planning, engineering, administration and attorney's fees, which are necessary to provide new different or additional water or sewer service within the District's service area (including but not limited to service lines, main lines and water or sewage treatment works), shall be paid by the customers of the property or building to be serviced. After approval, but prior to the issuance of any necessary permits or commencement of any such work, the applicant shall deposit with the District sufficient funds to cover all of the District's estimated cost associated with such work.

9.10.1. **Performance Bonds:** Any person constructing water or sewer system facilities to be conveyed to the District, or within the public right-of-way, or any public or private easement granted to the District for such purpose, shall furnish to the District a performance bond equal to one hundred (100) percent of the construction costs, or a letter of credit, cash deposit or other financing acceptable to District. When the proposed customer is to be responsible for such construction, such performance bond or other financing arrangement shall hold the District harmless for payment to the contractor. The property owner shall indemnify the Board for any loss or damage that may directly or indirectly be occasioned by the installation of the water or sewer service.

9.10.2. **Guarantee:** Prior to acceptance by the District, any person constructing water or sewer system facilities to be conveyed to the District, or within the public right-of-way, or any public or private easement granted to the District for such purpose, shall guarantee or cause its contractor to guarantee to the District the construction against faulty workmanship and materials associated with such construction for a period of one year after acceptance by the District. A guarantee of all maintenance for one year from the date of acceptance by the District of the lines shall also be provided. A performance and maintenance bond or other security acceptable to the District shall be furnished as such a guarantee. Inspection and approval by the District of any such facilities shall not relieve the guarantor from compliance with these provisions.

9.11. **Unauthorized Connection Fees:** An unauthorized connection penalty shall be payable by persons connecting to a District line without prior payment of tap fees or inspection fees, approval of connection permit or adequate inspection of lines. Should the District determine that disconnection, or turning off of service, is necessary because of the unauthorized connection, prior to reconnection or turning on service, all unauthorized connection fees, and any other outstanding fees or charges, a reconnection fee and all costs associated with such disconnection and reconnection must be paid.

9.12. **Service Charges:** Upon the securing of a connection permit for service and upon payment of the fee, service charges shall commence at the time of meter installation. Whenever possible, service charges will be directed to the user/occupant, though the owner of the property remains ultimately liable for such charges. When a

RESOLUTION 13-2023

RESOLUTION OF THE BOARD OF DIRECTORS OF COLORADO CITY METROPOLITAN DISTRICT

WHEREAS, Colorado City Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, C.R.S. § 32-1-1001(1)(m) states that, among other powers, the Board of Directors (the “Board”) has the power “[t]o adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district”; and

WHEREAS, many of the properties within the District are subject to recorded Declarations of Protective Covenants (the “Covenants”) that require approval of design plans by an architectural committee before any building may be constructed on the lot, to ensure compliance with covenant requirements and restrictions and to review the proposed location, zoning, form, texture, color external appearance of the proposed structure and ingress/egress to the property from CCMD roads; and

WHEREAS, the District has assumed the duties of the architectural control committee as set forth in the Covenants and has the power to enforce the Covenants and provide design review and approval for property in the District; and

WHEREAS, the District does not have the authority to change Covenants but can define ambiguous terms and phrases as long as doing so does not materially change the covenant; and

WHEREAS, the Board finds that it is in the best interest of the residents of the District to define as follows herein.

WHEREAS, pursuant to Resolution 16-2019, the CCMD Board established the Colorado City Architectural Advisory Committee (CCAAC) and authorized the CCAAC to review design applications for compliance with the Covenants and to make recommendations about approval or disapproval; and

NOW, THEREFORE, be it resolved by the Board of Directors of the District as follows:

1) Resolution 16-2019 is hereby amended to add the following language to Section II:

The Phrase “Road Design and Standards” when describing the entrance/exiting driveway used for any parcel that intersects with a Colorado City Metropolitan District maintained road and adopting Pueblo County Road design standards under Articles:

1. Article 5 – Design Standards
2. Article 6 - Pavement Structure Design

- 3. Article 7 – Roadway access
- 4. Article 8 – Construction Specifications

Adopted and approved on _____, 2023, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

COLORADO CITY METROPOLITAN DISTRICT

By: _____

Neil Elliot, Chairman

ATTEST:

Clint Gross, Co Chairman/Secretary

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

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 (checked) Property with Residences-Residential Addendum Attached

Date: 6/28/2023

AGREEMENT

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

2. PARTIES AND PROPERTY. 2.1. Buyer. Buyer, Scott Stewart and Linda Stewart 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. 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: Parcel # 4725106037 UNIT 6 LOT 76

known as No. 3722 N. Pitkin Dr. Colorado City CO 81019 Street Address City State Zip

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

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

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

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

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

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

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

56
57
58 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

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

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

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

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

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

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

85 2.8. **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

86
87
88 **3. DATES AND DEADLINES.**

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

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

89 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.
93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.
94

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

96 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount	
1	§ 4.1	Purchase Price	\$	2000		
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			\$	
10		TOTAL	\$	2000	\$	

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

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31. ATTACHMENTS.

31.1. The following attachments are a part of this Contract;

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

SIGNATURES

Buyer's Name: Scott Stewart

Buyer's Name: Linda Stewart

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: 3720 N. Pitkin Dr.

Address: _____

Colorado City CO 81019

Phone No.: (719) 307-4412

Phone No.: same

Fax No.: _____

Fax No.: _____

Email Address: scottstillalive@gmail.com

Email Address: _____

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

Seller's Name: _____

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

792

32. COUNTER; REJECTION. This offer is Countered Rejected.

Initials only of party (Buyer or Seller) who countered or rejected offer _____

795

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the

executed written mutual instructions, provided the Earnest Money check has cleared.

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

This is a Change of Status.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written executed written mutual instructions, provided the Earnest Money check has cleared.

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

This is a Change of Status.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____



Bids on Property

Unit	lot	Book price	Area/Frontage	zoning	Purchase Price
1. 6	76	\$1380	.24	R2	\$2000



Pueblo County Assessor's Real Property Search

4725106037
00000

Total Value
\$0

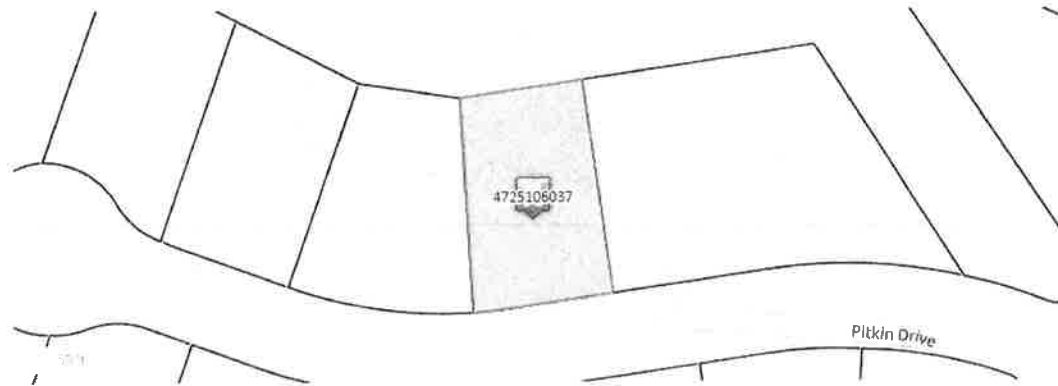
OVERVIEW

KEY INFORMATION

Owner	COLORADO CITY METRO DISTRICT		
Mailing Address	PO BOX 20229 81019-2229 COLORADO CITY CO		
Legal	LOT 76 UNIT 6 COLO CITY		
Neighborhood	210-2 Colo City - Area 2	Class	
Township	-	Range	-
Section	-	Subdivision	210-2 Colo City Area 2
Tax District	70L		
Analysis Area	0.00		
PropertyRecordID	1080764		

VALUE INFORMATION

	VALUE	ASSESSED
LAND	\$4,750	\$1,330



COLORADO CITY MD 2023 Drinking Water Quality Report

Covering Data For Calendar Year 2022

Public Water System ID: CO0151200

Esta es información importante. Si no la pueden leer, necesitan que alguien se la traduzca.

We are pleased to present to you this year's water quality report. Our constant goal is to provide you with a safe and dependable supply of drinking water. Please contact JAMES ECCHER at 719-569-5816 with any questions or for public participation opportunities that may affect water quality.

General Information

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791) or by visiting epa.gov/ground-water-and-drinking-water.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV-AIDS or other immune system disorders, some elderly, and infants can be particularly at risk of infections. These people should seek advice about drinking water from their health care providers. For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S. Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and microbiological contaminants call the EPA Safe Drinking Water Hotline at (1-800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- Microbial contaminants:** viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants:** salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides:** may come from a variety of sources, such as agriculture, urban storm water runoff, and residential uses.
- Radioactive contaminants:** can be naturally occurring or be the result of oil and gas production and mining activities.
- Organic chemical contaminants:** including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and also may come from gas stations, urban storm water runoff, and septic systems.

In order to ensure that tap water is safe to drink, the Colorado Department of Public Health and Environment prescribes regulations limiting the amount of certain contaminants in water

provided by public water systems. The Food and Drug Administration regulations establish limits for contaminants in bottled water that must provide the same protection for public health.

Lead in Drinking Water

Lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water and removing lead pipes, but cannot control the variety of materials used in plumbing components in your home. You share the responsibility for protecting yourself and your family from the lead in your home plumbing. You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Before drinking tap water, flush your pipes for several minutes by running your tap, taking a shower, doing laundry or a load of dishes. You can also use a filter certified by an American National Standards Institute accredited certifier to reduce lead in drinking water. If you are concerned about lead in your water and wish to have your water tested, contact JAMES ECCHER at 719-569-5816. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at epa.gov/safewater/lead.

Source Water Assessment and Protection (SWAP)

The Colorado Department of Public Health and Environment may have provided us with a Source Water Assessment Report for our water supply. For general information or to obtain a copy of the report please visit wqcdcompliance.com/ccr. The report is located under "Guidance: Source Water Assessment Reports". Search the table using our system name or ID, or by contacting JAMES ECCHER at 719-569-5816. The Source Water Assessment Report provides a screening-level evaluation of potential contamination that **could** occur. It **does not** mean that the contamination **has or will** occur. We can use this information to evaluate the need to improve our current water treatment capabilities and prepare for future contamination threats. This can help us ensure that quality finished water is delivered to your homes. In addition, the source water assessment results provide a starting point for developing a source water protection plan. Potential sources of contamination in our source water area are listed on the next page.

Please contact us to learn more about what you can do to help protect your drinking water sources, any questions about the Drinking Water Quality Report, to learn more about our system, or to attend scheduled public meetings. We want you, our valued customers, to be informed about the services we provide and the quality water we deliver to you every day.

Our Water Sources

<u>Sources (Water Type - Source Type)</u>	<u>Potential Source(s) of Contamination</u>
COLD SPRING (Groundwater UDI Surface Water-Well) BECKWITH RESERVIOR (Surface Water-Intake)	Commercial/Industrial/Transportation, High Intensity Residential, Low Intensity Residential, Row Crops, Pasture / Hay, Deciduous Forest, Evergreen Forest, Mixed Forest, Septic Systems, Road Miles

Terms and Abbreviations

- **Maximum Contaminant Level (MCL)** – The highest level of a contaminant allowed in drinking water.
- **Treatment Technique (TT)** – A required process intended to reduce the level of a contaminant in drinking water.
- **Health-Based** – A violation of either a MCL or TT.
- **Non-Health-Based** – A violation that is not a MCL or TT.
- **Action Level (AL)** – The concentration of a contaminant which, if exceeded, triggers treatment and other regulatory requirements.
- **Maximum Residual Disinfectant Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level Goal (MCLG)** – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Residual Disinfectant Level Goal (MRDLG)** – The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Violation (No Abbreviation)** – Failure to meet a Colorado Primary Drinking Water Regulation.
- **Formal Enforcement Action (No Abbreviation)** – Escalated action taken by the State (due to the risk to public health, or number or severity of violations) to bring a non-compliant water system back into compliance.
- **Variance and Exemptions (V/E)** – Department permission not to meet a MCL or treatment technique under certain conditions.
- **Gross Alpha (No Abbreviation)** – Gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222, and uranium.
- **Picocuries per liter (pCi/L)** – Measure of the radioactivity in water.
- **Nephelometric Turbidity Unit (NTU)** – Measure of the clarity or cloudiness of water. Turbidity in excess of 5 NTU is just noticeable to the typical person.
- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90th Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).
- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.
- **Level 1 Assessment** – A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
- **Level 2 Assessment** – A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Detected Contaminants

COLORADO CITY MD routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of January 1 to December 31, 2022 unless otherwise noted. The State of

Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one-year-old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

Note: Only detected contaminants sampled within the last 5 years appear in this report. If no tables appear in this section, then no contaminants were detected in the last round of monitoring.

Disinfectants Sampled in the Distribution System						
TT Requirement: At least 95% of samples per period (month or quarter) must be at least 0.2 ppm <i>OR</i> If sample size is less than 40 no more than 1 sample is below 0.2 ppm Typical Sources: Water additive used to control microbes						
Disinfectant Name	Time Period	Results	Number of Samples Below Level	Sample Size	TT Violation	MRDL
Chlorine	December, 2022	<u>Lowest period</u> percentage of samples meeting TT requirement: 100%	0	4	No	4.0 ppm

Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 th Percentile	Sample Size	Unit of Measure	90 th Percentile AL	Sample Sites Above AL	90 th Percentile AL Exceedance	Typical Sources
Copper	06/17/2021 to 09/29/2021	0.36	14	ppm	1.3	0	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead	06/17/2021 to 09/29/2021	7.3	14	ppb	15	1	No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System									
Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Total Haloacetic Acids (HAA5)	2022	67.34	35.2 to 130	10	ppb	60	N/A	Yes	Byproduct of drinking water disinfection
Total Trihalomethanes (TTHM)	2022	65.96	43.8 to 91.2	10	ppb	80	N/A	Yes	Byproduct of drinking water disinfection
Chlorite	2022	0.3	0 to 0.68	36	ppb	1.0	.8	No	Byproduct of drinking

Disinfection Byproducts Sampled in the Distribution System									
Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
									water disinfection

Summary of Turbidity Sampled at the Entry Point to the Distribution System					
Contaminant Name	Sample Date	Level Found	TT Requirement	TT Violation	Typical Sources
Turbidity	Date/Month: Dec	<u>Highest single</u> measurement: 0.3 NTU	Maximum 0.5 NTU for any single measurement	No	Soil Runoff
Turbidity	Month: Aug	<u>Lowest monthly</u> percentage of samples meeting TT requirement for our technology: 99 %	In any month, at least 95% of samples must be less than 0,1 NTU	No	Soil Runoff

Radionuclides Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Gross Alpha	2020	0.43	0 to 0.85	2	pCi/L	15	0	No	Erosion of natural deposits
Combined Radium	2020	1.2	1.1 to 1.3	2	pCi/L	5	0	No	Erosion of natural deposits
Combined Uranium	2020	3.5	2 to 5	2	ppb	30	0	No	Erosion of natural deposits

Inorganic Contaminants Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Barium	2022	0.09	0.09 to 0.09	1	ppm	2	2	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Chromium	2022	0.66	0.66 to 0.66	1	ppb	100	100	No	Discharge from steel and pulp mills; erosion of

Inorganic Contaminants Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
									natural deposits
Fluoride	2022	0.21	0.16 to 0.27	3	ppm	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Mercury	2022	0.03	0.03 to 0.03	1	ppb	2	2	No	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills; runoff from cropland
Nitrate	2022	0.19	0.02 to 0.53	3	ppm	10	10	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Selenium	2022	1.3	1.3 to 1.3	1	ppb	50	50	No	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines
Thallium	2022	0.08	0.08 to 0.08	1	ppb	2	0.5	No	Leaching from ore-processing sites; discharge from electronics, glass, and drug factories

Secondary Contaminants**

**Secondary standards are non-enforceable guidelines for contaminants that may cause cosmetic effects (such as skin, or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water.

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	Secondary Standard
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Secondary Contaminants**

**Secondary standards are non-enforceable guidelines for contaminants that may cause cosmetic effects (such as skin, or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water.

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	Secondary Standard
Sodium	2022	28.5	28.5 to 28.5	1	ppm	N/A

Violations, Significant Deficiencies, and Formal Enforcement Actions

Health-Based Violations

Maximum contaminant level (MCL) violations: Test results for this contaminant show that the level was too high for the time period shown. Please read the information shown below about potential health effects for vulnerable populations. This is likely the same violation that we told you about in a past notice. We are evaluating, or we already completed an evaluation, to find the best way to reduce or remove the contaminant. If the solution will take an extended period of time, we will keep you updated with quarterly notices.

Treatment technique (TT) violations: We failed to complete an action that could affect water quality. Please read the information shown below about potential health effects for vulnerable populations. This is likely the same violation that we told you about in a past notice. We were required to meet a minimum operation/treatment standard, we were required to make upgrades to our system, or we were required to evaluate our system for potential sanitary defects, and we failed to do so in the time period shown below. If the solution will take an extended period of time, we will keep you updated with quarterly notices.

Name	Description	Time Period	Health Effects	Compliance Value	TT Level or MCL
TOTAL TRIHALOME THANES (TTHM)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	07/01/2021 - 09/30/2021	Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.	112.18 UG/L	80 UG/L
TOTAL TRIHALOME THANES (TTHM)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	01/01/2022 - 03/31/2022	Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.	94 UG/L	80 UG/L
TOTAL TRIHALOME THANES	EXCEEDED THE MAXIMUM	04/01/2022 - 06/30/2022	Some people who drink water containing trihalomethanes in	92 UG/L	80 UG/L

Health-Based Violations

Maximum contaminant level (MCL) violations: Test results for this contaminant show that the level was too high for the time period shown. Please read the information shown below about potential health effects for vulnerable populations. This is likely the same violation that we told you about in a past notice. We are evaluating, or we already completed an evaluation, to find the best way to reduce or remove the contaminant. If the solution will take an extended period of time, we will keep you updated with quarterly notices.

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Name	Description	Time Period	Health Effects	Compliance Value	TT Level or MCL
(TTHM)	CONTAMINANT LEVEL		excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.		
TOTAL TRIHALOMETHANES (TTHM)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	10/01/2021 - 12/31/2021	Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.	87 UG/L	80 UG/L
TOTAL HALOACETIC ACIDS (HAA5)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	07/01/2021 - 09/30/2021	Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.	92.05 UG/L	60 UG/L
TOTAL HALOACETIC ACIDS (HAA5)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	01/01/2022 - 03/31/2022	Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.	82 UG/L	60 UG/L
TOTAL HALOACETIC ACIDS (HAA5)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	04/01/2022 - 06/30/2022	Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of	81 UG/L	60 UG/L

Health-Based Violations

Maximum contaminant level (MCL) violations: Test results for this contaminant show that the level was too high for the time period shown. Please read the information shown below about potential health effects for vulnerable populations. This is likely the same violation that we told you about in a past notice. We are evaluating, or we already completed an evaluation, to find the best way to reduce or remove the contaminant. If the solution will take an extended period of time, we will keep you updated with quarterly notices.

Treatment technique (TT) violations: We failed to complete an action that could affect water quality. Please read the information shown below about potential health effects for vulnerable populations. This is likely the same violation that we told you about in a past notice. We were required to meet a minimum operation/treatment standard, we were required to make upgrades to our system, or we were required to evaluate our system for potential sanitary defects, and we failed to do so in the time period shown below. If the solution will take an extended period of time, we will keep you updated with quarterly notices.

Name	Description	Time Period	Health Effects	Compliance Value	TT Level or MCL
			getting cancer.		
TOTAL HALOACETIC ACIDS (HAAS)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	10/01/2021 - 12/31/2021	Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.	77 UG/L	60 UG/L
TOTAL HALOACETIC ACIDS (HAAS)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	10/01/2022 - 12/31/2022	Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.	72 UG/L	60 UG/L
TOTAL HALOACETIC ACIDS (HAAS)	EXCEEDED THE MAXIMUM CONTAMINANT LEVEL	07/01/2022 - 09/30/2022	Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.	60.94 UG/L	60 UG/L

Additional Violation Information

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

Describe the steps taken to resolve the violation(s), and the anticipated resolution date: we have been flushing water lines, we've been taking many extra samples, we have removed the milfoil from the lake and are continuing to monitor looking for reformation of the Miller form, we're moving forward on the daf hey Cortana(dissolved air flotation) as a pretreatment to the main water plant to help with removal of organic material.

Non-Health-Based Violations

These violations do not usually mean that there was a problem with the water quality. If there had been, we would have notified you immediately. We missed collecting a sample (water quality is unknown), we reported the sample result after the due date, or we did not complete a report/notice by the required date.

Name	Description	Time Period
STORAGE TANK RULE	FAILURE TO MEET STORAGE TANK REQUIREMENTS - F330	08/28/2020 - 11/08/2022

Additional Violation Information

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

Describe the steps taken to resolve the violation(s), and the anticipated resolution date: we have received a grant for refurbishing the three tanks tanks one 2 and three and look to have that finished December 31st 2023

Date 7-6-23

NO. e65

CCAAC Complaint Report

Complaint RV ON PROPERTY NO HOUSE NO STORAGE OF RV'S. COVENANT VIOLATION

Property Address SHAVANNO DR

Parcel# 4725205023 Unit 5 Lot 619 Zoning: County RA ^{A4} CCMD

Property Owner Blue Ocean Properties

Owner Address 412 N MAIN St 100 82834 BUFFALO WY

CCAAC Recommendation

No Action Explanation _____

Title 8 - Pueblo County Health and Safety Risk Reference 14

Explanation _____

Title 17 - Pueblo County Zoning Violation Reference NO STORAGE

Explanation NO STORAGE OF RV'S OR CAMPING

Colorado City - Covenant Violation Reference _____

Explanation NO TRAILERS ON LOT WITHOUT HOME

CCAAC Response Recommendation NEED TO GO TO SMALL CLAIMS COURT

Three letters sent, on property for 5 years

1st letter 4-26-22 2nd 6-29-22 3rd 7-28-22

Colorado City Metro Board Action

Date _____

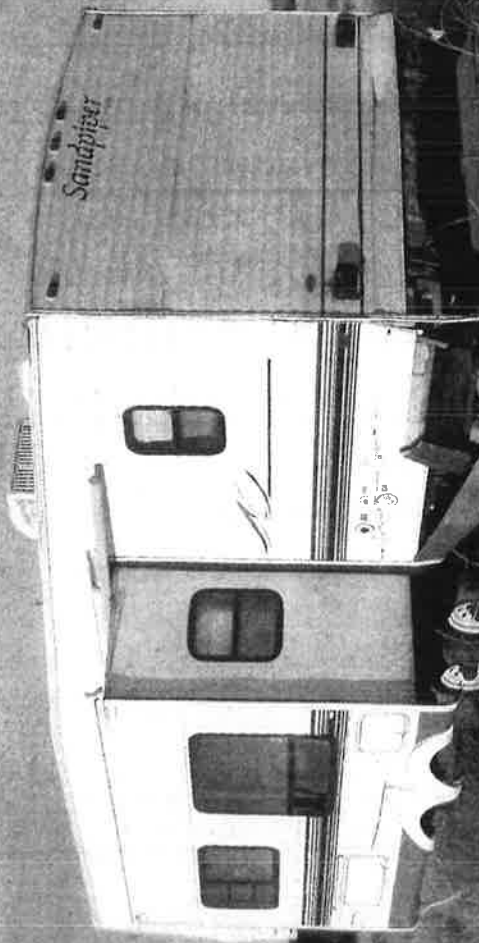
Action Approved as Recommended

Action Altered or Denied

Explanation _____

Action tabled for further investigation

Explanation _____



Date 7/6/23

NO. _____

CCAAC Complaint Report

Complaint ABANDONED VEHICLES / NON-OPERATIONAL
(PICTURE)

Property Address 4715 CUERNOVERDE BLVD.

Parcel# 4713302001 Unit 2 Lot 205 Zoning: County _____ CMD _____

Property Owner GARY GOLLADAY

Owner Address P.O. Box 19541, COLORADO CITY, CO

CCAAC Recommendation

No Action Explanation _____

Title 8 -- Pueblo County Health and Safety Risk Reference _____
Explanation _____

Title 17 -- Pueblo County Zoning Violation Reference _____
Explanation _____

Colorado City - Covenant Violation Reference 3
Explanation VEHICLES STILL NON-OPERATIONAL-

CCAAC Response Recommendation 3 letters: 1st 12-3-21, 2nd 6-30-22
3rd 10-6-22 - SMALL CLAIMS COURT SUGGESTED

Colorado City Metro Board Action

Date _____

Action Approved as Recommended

Action Altered or Denied
Explanation _____

Action tabled for further investigation
Explanation _____

colocitymanager@ghvalley.net

From: Robert Smith <bob_alane@me.com>
Sent: Tuesday, August 3, 2021 7:49 PM
To: James Eccher Colo. City Metro
Subject: Resident Complaint #~~C29~~ C-67

CCAAC Complaint Report to follow. Complaint to Bob from a neighbor living close to 4715 Cuerno Verde Blvd.



Date 1/16/23

NO. 174

CCAAC Complaint Report

Complaint (used as KENNEL)
TRASH, 5 dog's, pig, fence down in places,
used appliances sitting in driveway,
downed trees and limbs, ALSO ENCRACHING ON CCMD

Property Address 5286 Adams Place PROPERTY

Parcel# 4725206144 Unit 6 Lot 240, 241, 242 Zoning: County CCMD

Property Owner JENNIFER ERSKINE

Owner Address 5286 ADAMS, P.O. Box 19776, COLORADO CITY, CO

CCAAC Recommendation

- No Action Explanation _____
- Title 8 - Pueblo County Health and Safety Risk Reference _____
Explanation _____
- Title 17 - Pueblo County Zoning Violation Reference _____
Explanation _____
- Colorado City - Covenant Violation Reference 2, 3, 7, 8, 11
Explanation AS NOTED ABOVE,

CCAAC Response Recommendation (5/22)
PREVIOUS COMPLAINT, SOME PROGRESS,
STILL IN VIOLATION, WITH INCREASED ISSUES - LETTER #1

Colorado City Metro Board Action

Date _____

- Action Approved as Recommended
- Action Altered or Denied
Explanation _____
- Action tabled for further investigation
Explanation _____



**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 27, 2023, beginning at 6:00 p.m.

1. Road Standards -Driveways on our roads

Discussion if CCMD should amend the Pueblo County Road standard regulations regarding roadway access or adopt as written. Mr. Eccher to prepare Resolution for CCMD to use Pueblo County Regulations for roadway access to add to next meeting agenda. CCAAC will add this item to their checklist.

2. ARPA funds For Draw #9

Jim, Grey, & Scott Samuelson from Pueblo County Road and Bridge supervisor reviewed project for issues. What is left is for county to complete. All driveways except Mr. Schurr in compliance. Ayden completed all required items. The culvert at Bosse Court needs to be cleaned out by Pueblo County, this was discussed with Scott.

3. Property on Chaffee to swap access to greenbelt.

Discussion to allow homeowner to rearrange lot line to move greenbelt from east side of property to west side of property and remove lot line. Property will still have standard easement area included, per original property. This will put both their lots together and still maintain access to greenbelt. Mr. Eccher spoke with Carmen at Pueblo County Planning and Zoning can complete this as an all-in-one action. Homeowners will pay all costs, including legal surveying, hearing notices, etc.. Mr. Eccher will attend the public hearing when scheduled with planning & zoning.

4. CCAAC Review

Four new builds - 3 house, 1 Fence:

3022 Applewood Drive	House
3939 McIntire Drive	House
4823 E. Jefferson	House
2898 Blue Spruce	Fence Replace

Three letters regarding complaints:

Violation of Motor Home parked long term on property with no house on site.
Violation of Gazabo on property but no house
Violation of small "cabin" and shed on property (under regulation size)

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairman

ATTEST:

Sarah Hunter, Treasurer
Approved this 11th day of July 2023

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

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday June 27, 2023, beginning at 6:28 p.m.

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

Chairperson Neil Elliot
Treasurer Sarah Hunter
Secretary/Co-Chair, Clint Gross
Director Greg Collins
Director Ray Davis

Also in Attendance:
Jim Eccher, District Manager
Yvonne Barron, Finance Director
Sandi Oglesby, Reception/AR
Nancy Schurr, CCAAC

5. APPROVAL OF AGENDA.

Mr. Collins motions to approve with the added Amendment: to add swap green belt lines on Caffee. Mr. Gross seconds the motion. Chairman Elliot calls for the vote. All Board Members are in favor. Agenda is approved with the added amendment.

6. APPROVAL OF MINUTES.

Study Session June 13, 2023
Regular Meeting June 13, 2023
CCACC Minutes June 15, 22, 2023

Mr. Collins motions to approve. Mrs. Hunter seconds the motion. Chairman Elliot calls for the vote. Minutes are all approved.

7. BILLS PAYABLE.

Mr. Eccher is looking into have gas meters also changed out at Cold Springs and the Water Plant to ensure usage is correct and meters getting old.

Mr. Collins motions to approve. Mr. Davis seconds the motion. Chairman Elliot calls for the vote. Approval of Bills Payable as listed is approved.

8. FINANCIAL REPORT

9. OPERATIONAL REPORT – FULL REPORT ON FILE

a. Beckwith Dam report Water level at dam at 15.5

Have billed for 7M. Closing the gap on the water loss. Possible leaks thru hydraulic heads- staff checking on this issue.

Issues with the Standpipe, having to recalibrate due to the water tanks getting low.

Meeting about Engineering grant with USDA on Thursday for DAF potholing for base Engineering Design for DAF application into state engineer for revolving fund grant program.

b. Committee Reports Library Sign/Grant / Neil Newsletter /Uniform Development Code

Pueblo County Uniformed Code for the whole county. Changing the zoning from 26 zones down to 18 zones, as they are trying to simplify the zones. This will take approximately 18 months to complete. Changes mainly to business areas to assist with continuous growth and movement, Will be needing board assistance with meeting in the future.

Suggest an outside company like NOCO Engineering complete and audit of loss on water in relation to Caselle & Neptune variances/discrepancies.

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

11. CITIZENS INPUT.

Dennis Kahr: Inquired about if spraying for mosquitos would be happening, like in years past? Informed that spraying had been discontinued to due reduction in Equipment not available, Bee populations, and homeowner's pets getting ill from experience with a city that did spray.

He inquired if anything additional going on with Post Office. Mr. Gross stated he has been in contact with Senator Bobert office at least twice, he has spoken with her about the situation but there has been no communication from Postmaster General.

Mr. Kahr's also stated since the complaint was made regarding the residential car repair business on E. Colorado Blvd. that it appears they have gotten more work.

Also asked if there was a time limit to build homes after getting permits, as he believes the house across from him has been under construction for more than a year. Board members informed him that once permit is obtained, they can keep extending until completion of build.

12. ATTORNEYS REPORT:

13. AGENDA ITEMS:

Pueblo County ARPA funds Draw #9

Discussion/Action

Mr. Collins motions to approve. Mr. Gross seconded the motion. Vote was called. All board members voted to pay bill for completion of work.

14. OLD BUSINESS. Applewood Park/ Duell well/ Golf cart wavier

Josh working on Swing Set parts & installing. He is working on getting bids on the fencing.

Duell Well – Tom Dea working to get us on his schedule, As of two weeks ago. Need scope to check if casing is deteriorated, if PIG needs to be replaced or has slipped and unable to get a good seal. The question was asked by Director Davis how hot the well was from Radium in the last test. Mr. Eccher could not remember the exact amount but was 87 part per ? but it also could be higher the lake is 13 when we have used wells and state threshold is at 15.

Golf Cart Waiver was approved by legal. Mike is using it already with no issues. It also helps with assigning cart number to individuals/parties-so we know who to go back to in case of damages.

15. NEW BUSINESS:

Mr. Collins motions the permission to move the green belt line from west side of said property to east side, with property owner to pay all costs and submit to all applicable authorities. Mrs. Hunter seconds the motion. Chairman Elliot calls for the vote. Motion is approved.

16. CCACC:

A. New Construction

- | | | |
|----|----------------------|--------------------------|
| 1. | 3022 Applewood Drive | House |
| 2. | 2898 Blue Spruce | Fence Replacement (6 ft) |
| 3. | 3939 McIntire Drive | House |
| 4. | 4823 E. Jefferson | House |

Mr. Collins motions to approve all four items in one vote. Mr. Gross approves this motion. Elliot motions to approve. Chairman Elliot calls for the vote. Approval of all four new construction items passed.

B. Actions

- a. 3 First Letters
- b. 0 Second letters
- c. 0 Third letters
- d. 0 Unauthorized Structure

Mr. Davis motions to approve all three letters as received. Mr. Collins approves this motion. Elliot motions to approve. Chairman Elliot calls for the vote. Approval of all three letters passed.

17. CORRESPONDENCE. N/A

18. EXECUTIVE SESSION: N/A

19. ADJOURNMENT.

Mr. Collins motioned to adjourn the regular meeting. Mr. Gross seconded the motion. Chairman Elliot adjourned the regular meeting at 7:10 p.m.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairman

ATTEST:

Sarah Hunter, Treasurer
Approved this 11th day of July 2023

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



June 30, 2023

*Transmitted via email

COLORADO CITY METROPOLITAN DISTRICT
YVONNE BARRON, DIRECTOR OF FINANCE
PO BOX 19390
COLORADO CITY, CO 81019

RE: Colorado Water Resources and Power Development Authority
Water Pollution Control Revolving Fund (WPCRF) Leveraged Loan Program

Ladies and gentlemen:

Below is a breakdown of your loan repayment(s) due 8/1/2023

<u>Loan Number</u>	<u>Principal</u>	<u>Net Interest</u>	<u>Total</u>
W03A139	\$53,372.24 (b)	\$5,060.74 (a)	\$58,432.98
<u>Total Amount Due</u>	<u>\$53,372.24</u>	<u>\$5,060.74</u>	<u>\$58,432.98</u>

* Net interest includes administrative fee (see Exhibit C of Loan Agreement)

(a) Loan Interest Reduced by Refunding Savings of \$2,592.53

(b) Loan Principal Reduced by Refunding Savings of \$1,555.76

Payment instructions for wire transfer and ACH transfer are as follows.
Please note: If the ACH form requires a payment type, use "DDA."

Wire and ACH Instructions

RBK: US BANK NA

ABA: 091000022

BNF: US BANK NA

777 E WISCONSIN AVE

MILWAUKEE, WI 53202

A/C#: 104792954745

Additional Info: REF 10508404

If you would like to make your payments by automatic debit, or if you are unable to comply with this procedure please reach out to me prior to the payment date at (651) 466-6136 or yia.vue@usbank.com.

Thank you,

Yia Vue

Cc: Valerie Lovato, Colorado Water Resources and Power Development Authority
Kelly Hale, Colorado City Metropolitan District



Finance Dept. Operations Report – June 2023

- * Resolved daily backup failure issues with IT company
- * Utility Billing mailed sent out approximately 3,000 AOS bills at end of month
- * Hired a seasonal employee for Finance Office
- * Financials are delayed due to waiting on training since April
- * Ongoing training of field personnel, manager and office staff on electronic work orders for Diamond Maps
- * Utility billing still experiencing billing issues obtaining data from the field which delays closing of the month end billing ledger
- * Payroll onboarded about 50 seasonal employees
- * Provided training on payroll and billing
- * Met with Department Heads for a Payroll refresher meeting
- * Beginning to send out required class invites for all employees

July 2023 Parks and Rec Operational Report

Campground

June 2023: \$10,445.37

Year to Date: \$49,637.98

Sports

Tee Ball wrapped up and was a successful season. We are looking at starting an adult volleyball program this month. We hope to get enough interest to begin a league or at least a regularly scheduled day to play. This will be at the sand court at the park.

Pool

The pool heater is still giving us issues but we are working through them with the company that installed it. We made changes this year with admissions and concessions going through the front door of the pool. This seems to be working well and we will look to make a more permanent concession area during this off season.

Mowing Operations

We have caught up with the mowing from the wet late spring that we had. We are dealing with weeds growing in more places and faster than previous years. We purchased a sprayer system for our ATV that we will put to use everywhere. This will save us money from paying an outside company for the broadleaf control on the ball fields. The company we normally hire dropped the ball this year and couldn't get us taken care. We will also plan to use the sprayer to take care of the thistle on the old west course.



HOLLYDOT
at Colorado City
2023 June-July

- Course

- Rainfall (1.5") June 1st – July 7th.
- Vertical Mowed and Topdressed greens, July 5th
- General spray maintenance continues on greens.
- Spray on greens for moss and fairy ring started and will continue to reduce and eliminate disease pressure.
- Fairways, approaches, collars, and tees fertilized 6/29 with 23-3-10 at .75 lbs of N/1000 sqft.

- Irrigation

- Course Irrigation is running, when needed.
- Pipe failure repairs, satellite work, non rotating heads, heads not operating, heads not turning, 1/2"-1/4" repairs for front nine continue.

- Shop

- Multiple Greens King IVs (greens and tee mowers) have been down this year. Multiple repairs have been made and are now starting to get back on the course. Hours on these units range from 2800 – 6700 plus hours.

Golf Shop Activities Report
June 2023

2023 Month of June Membership \$1810.00

2023 Total YTD Membership (including Carts) \$ 73,627.50

2023 June Revenue \$ 71,026.42

2022 June Revenue \$ 65,733.00

June was a great month for play. Had some great Tournaments. League play attendance is up. Held a great Junior camp to promote the game and teach golf etiquette to make them feel more comfortable at the golf course.



Colorado City Happenings

June 2023

Employee Spotlight

Greg Bailey has been working for CCMD since April 1, 1988. With a chuckle he says, "The joke's on me!" He started as an assistant at the golf pro shop, moved to golf course maintenance, on to the water and sewer dept, back to the golf course, and with developed knowledge and experience finally to the water and sewer enterprises to work on collection and distribution. When I caught up with Greg, he was tying up a few loose ends of a very long breakdown plagued shift. Asked what he liked most about his job, he responded "every day is a new (unique) day". He stated, "I really enjoy the people I work with and the many friends I have made". With a smile his comment about what he disliked referred to working 23 hours straight. In closing our visit, he pleasantly commented "it's been a good career" and gave credit to Jim (District Mgr) and the board for making great strides in pushing forward projects that he could be proud of for the benefit of Colorado City. Greg, his wife, and "grown and gone" kids, have called Colorado City home for 30+ years.

Election of New CCMD Board

Welcome to our 2 new Board members, Ray Davis and Clint Gross and incumbent Neil Elliot. The May election received good turnout and was expectedly close amongst 5 quality candidates. Both Ray and Clint are quickly getting up to speed on ongoing projects and being active in CCMD issues. We will continue to have an active board and welcome citizen input to all board members.

And... a sincere Thank you to Harry Hochstetler and Terry Kraus for your past service (and future help).

Water Tank Repair Project

The project to repair / refurbish water storage tanks 1, 2, and 3 is in the early stages and will become more visible soon. One at a time each tank will be drained for the repair / refurbish work to be done. We are currently working with old valves and lines to be able to isolate a tank and still provide water to residents.

Even though we have received a good amount of moisture from Mother Nature, we are still on water restriction Level Two because of the need to drain each storage tank to continue the project. Please help us maintain adequate water supply by continuing to conserve.

Kudos / Upgrades / Improvements

Kudos to the Rye-Colorado City Saddle Club! The new signs look great. And a further look reveals an active, nicely maintained and attractive facility. Good Job!

Thanks to the CCMD office staff for cleaning up around the front of our main office with the help of the Parks and Recs Department. It looks great and shows pride!

The Greenhorn Meadows Campground is receiving upgrades to the gazebo, some campsites, and facilities. Welcome your friends and family for a visit and a neat place to camp while here.

Thanks to VFC and Greenhorn Valley Chamber of Commerce for highway cleanup. More pride in our community.

Kudos to Valley First for a great job of gathering funds and interest to rehab, improve, and expand sports facilities in Greenhorn Meadows Park.

Save the date for Greenhorn Valley Days July 29th promoted by Valley First.

And...Kudos to Mother Nature for our green grass!! The Greenhorn Valley looks beautiful!

Colorado City Architectural Control Committee

A reminder! Colorado City is controlled by Covenants. Please check the covenants before construction or placement of accessory buildings (sheds, storage containers, etc.) Most units have specific requirements for such. The Covenants are on the CCMD website or available by calling the CCMD office.

Easy to Pay by Drop-Box, Phone or Internet

Your water bill can be easily paid 24/7 at the secure drop-box located on the North side of the CCMD office building, or by phone, or internet (coloradocitymd.colorado.gov). Instructions are on the bill and help is available by phoning the office.

Town Hall Chat

The CCMD Board would like to hear from you. Our next informal town hall chat will be August 15th at 6 pm. Please come ask questions and give comments or just visit.

Also... the drop box on the north side of the CCMD office building is available for dropping off comments, questions, payments, etc.

Lake Beckwith Measurement for weekly report

lake level	4"	6'	seep	wier	pit	inspector
1/5/2023	13.2 dry	1min=950ml	dry	0.13	dry	GB
1/12/2023	13.3 dry	1min=1000ml	dry	0.13	dry	GB
1/19/2023	13.4 dry	1min=1000ml	dry	0.13	dry	GB
1/25/2023	13.4 dry	1min=950ml	dry	0.13	dry	GB
2/3/2023	13.6 dry	1 min=1250ml	dry	0.14	dry	GB
2/10/2023	13.6 dry	1min=950ml	dry	0.13	dry	GB
2/13/2023	13.6 dry	1min=1000ml	dry	0.13	dry	GB
2/23/2023	13.6 dry	1min=950ml	dry	0.13	dry	GB
3/1/2023	13.6 dry	1min=1000ml	dry	0.13	dry	GB
3/8/2023	13.6 dry	1min=1000ml	dry	0.14	dry	GB
3/23/2023	13.8 dry	1min=1250	dry	0.13	dry	GB
3/30/2023	13.8 dry	1min=1250	dry	0.13	dry	GB
4/5/2023	13.8 dry	1min=1300ml	dry	0.14	dry	GB
4/12/2023	13.6 dry	1min=1300ml	dry	0.14	dry	GB
4/21/2023	13.6 dry	1min=1250ml	dry	0.13	dry	GB
4/28/2023	13.6 dry	1min=1300ml	dry	0.13	dry	GB
5/5/2023	13.8 dry	1min=1/3 gal	dry	0.16	dry	GB
5/12/2023	13.9 dry	1min=1/2gal	dry	0.17	dry	GB
5/17/2023	15.3 1min=400ml	1min=1gal	wet	0.24	dry	GB
5/26/2023	15.7 1min=1gal	1min=5.5gal	wet	0.38	dry	GB
5/31/2023	15.4 1min=3/4 gal	1min=4.5gal	wet	0.31	dry	GB/AG
6/7/2023	15.7 1min=1gal	1min=4.5gal	wet	0.27	dry	GB/AG
6/15/2023	15.5 1min=.5gal	1min=3.25gal	wet	0.38	dry	GB/JE
6/21/2023	15.3 1min=1gal	1min=3.5gal	wet	0.33	dry	GB
6/28/2023	15.5 1min=1gal	1min=3.75gal	wet	0.2	dry	GB
7/7/2023	14.8 1min=300ml	1min=1.75gal	damp	0.18	dry	GB/JE

