



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS REGULAR MEETING**

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, June 12, 2018 at 6:00 p.m.

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

Regular Meeting May 9, 2018

6. BILLS PAYABLE
7. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND Demeanor.
8. CITIZENS INPUT.
9. AGENDA ITEMS:

a. Discussion / Approval:

Election of Board Officers:

1. President
2. Treasurer
3. Secretary

b. Discussion / Approval:

Resolution 4-2018 Establishing Signatures on a Bank Account

c. Discussion / Approval:

Agreement with the Town of Rye regarding manhole testing

10. NEW BUSINESS.
11. OLD BUSINESS.
12. CORRESPONDENCE.
13. 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. The public is invited to attend.

Posted June 8, 2018
Board of Directors

**COLORADO CITY METROPOLITAN DISTRICT
RESOLUTION NO. 4-2018
A RESOLUTION ESTABLISHING SIGNATURES ON A BANK ACCOUNT**

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

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

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

The following individuals are removed on all accounts at Bank of the San Juans:

Susan Kalman, Board Director
Patti Wadlington, Board Director

And, the following individuals are added on all accounts at Bank of the San Juans:

Terry Kraus, Director
Harry Hochstetler, Director
Justin Hunter, Director
Greg Collins, Director
Robert Cook, Director
Yvonne Barron, Finance Director
David Valdez, District Manager

PASSED AND APPROVED this 12th day of June, 2018.

COLORADO CITY METROPOLITAN DISTRICT

By: _____

ATTEST:

By: _____

AGREEMENT REGARDING MANHOLE TESTING

THIS AGREEMENT REGARDING MANHOLE TESTING (“Agreement”) is made and entered into this 12th day of June, 2018 (the “Effective Date”) by and between the **Colorado City Metropolitan District**, a quasi-municipality and political subdivision of the State of Colorado (herein “CCMD”) and the **Town of Rye**, a statutory town of the State of Colorado (herein “Rye”), individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on April 12, 2010, CCMD and Rye entered into a Wastewater Services Agreement (the “Original Wastewater Agreement”), pursuant to which CCMD agreed to treat wastewater generated or arising from within Rye, in accordance with the provisions described therein; and

WHEREAS, the Parties are negotiating a possible new Wastewater Services Agreement and Rye is considering conveying the Sewer Line Extension, as defined in the Original Wastewater Agreement, to CCMD; and

WHEREAS, the Parties agreed to certain conditions regarding testing and repair of manholes on the Sewer Line Extension; and

WHEREAS, the Parties desire to put the conditions regarding manhole testing and repair into an agreement without amending, restating, replacing or superseding the Original Wastewater Agreement in any way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Contracting for Vacuum Testing.** Rye shall contract with a third party to vacuum test the manholes referred to as manholes 1-44 on the plans attached hereto as Exhibit A and incorporated herein (the “Manholes”) at Rye’s sole expense (the cost of vacuum testing is referred to herein as “Testing Costs”). Rye shall use its best efforts to ensure that the vacuum testing is done as soon as practical and no later than 60 days from the Effective Date.
2. **Vacuum Testing Results.** Rye shall cause the vacuum testing results to be delivered to both Parties.
3. **Identifying Repairs.** The Parties shall direct their individual engineers to review the results and collectively identify which repairs are needed to fix material leaks of ground or surface water (“Necessary Repairs”) into the Sewer Line Extension.

4. **Repairs.** The Parties shall designate a third-party contractor to perform the Necessary Repairs and the Parties shall split the cost of the contractor's services evenly, up to but not exceeding a combined amount of the Testing Costs.
5. **Overage Costs.** If the cost of performing the Necessary Repairs exceeds the Testing Costs, then the Parties shall negotiate and attempt to agree on how to apportion the overage costs. If the Parties cannot agree on how to allocate the overage costs, then there shall be no obligation to perform the Necessary Repairs, and the Parties may proceed to Arbitration or other available legal remedies under the Original Wastewater Agreement.
6. **Effect of this Agreement.** This Agreement is intended only to clarify the agreement between the Parties regarding manhole testing and repairs and does not amend, restate, replace or supersede any of the terms and conditions of the Original Wastewater Agreement, resolve the dispute between Rye and CCMD regarding the sewer flow meter and service fees, or bind the Parties to any terms or conditions not expressly identified in this Agreement.
7. **Termination.** This Agreement terminates on the one-year anniversary of the Effective Date.
8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.
9. **Entire Agreement.** This Agreement is intended as the complete integration of all understandings between the Parties on the subject matter hereof.
10. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty or condition of this Agreement, or to exercise any right or remedy upon a breach of this Agreement, shall constitute a waiver of any such covenant, duty or condition. No waiver shall affect or alter the remainder of this Agreement, and every covenant, duty, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date written above.

COLORADO CITY METROPOLITAN
DISTRICT

By: _____

ATTEST:

TOWN OF RYE

By: _____
Mayor

ATTEST:

Town Clerk

Exhibit A



Colorado City Metropolitan District Level Two Water Restrictions:

Mandatory Watering Schedule

Beginning June 1, 2018 Colorado City water customers may water three days a week, with no watering between 9:00am and 6:00pm. During a period of Level Two restricted water use, outdoor watering is permitted for a **maximum of two hours per day**. The schedule below must be followed for anyone served by the Colorado City Metropolitan District’s Water Department.

Level Two Mandatory Water Schedule

Monday	Watering Permitted North of Hwy 165
Tuesday	Watering Permitted South of Hwy 165
Wednesday	Watering Permitted North of Hwy 165
Thursday	Watering Permitted South of Hwy 165
Friday	No Lawn Watering Permitted
Saturday	Watering Permitted North of Hwy 165
Sunday	Watering Permitted South of Hwy 165

- Sprinkler irrigation shall not occur between 9:00 am and 6:00pm.
- Drip irrigation and weeping-type soaker hoses are allowed to water trees, shrubs, Flower beds or vegetable gardens at anytime.
- Hand-watering of vegetable and flower gardens, trees and shrubs is allowed at anytime, so long as water waste does not occur. Hand-watering means holding a hose with attached positive shutoff nozzle and does not include operating a hose with a sprinkler or manually operating an irrigation controller.
- Home car washing is allowed anytime with a restrictive nozzle hose and bucket.

Level Two Water Restrictions will begin Friday June 1, 2018

The Colorado City Metropolitan District Board of Directors will be holding a Public Hearing **Wednesday June 27, 2018 at 6:00pm** to determine what modifications if any need to be made to the Level Two Order. Should you have any questions or concerns please call the Colorado City Metropolitan District at 676-3396