



**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, February 11, 2020 beginning at 6:00 p.m.

1. Vehicle Policy
2. Resolution 07-2020 Setting up DEO for Election
3. IGA With Pueblo County Grant for Golf Course CTF funds

**BOARD OF DIRECTORS REGULAR MEETING**

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, February 11, 2020 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/Work Session January 28, 2020  
Regular Meeting January 28, 2020

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

IGA with Pueblo County for CTF Funds	Discussion/Action
Resolution 07-2020 Setting up DEO for Election	Discussion/Action
Vehicle Policy (personnel policies change)	Discussion/Action

13. ATTORNEYS REPORT.
14. OLD BUSINESS.
15. NEW BUSINESS.
16. CORRESPONDENCE. 4-H looking at Clean up in April
17. EXECUTIVE SESSION Personnel matters, under 24-6-402(4)(f)C.R.S. Evaluation of District manager James P Eccher  
(Recommendation of Motion) *"I move to enter executive session pursuant to 24-6-402(4)(f) for discussion of a personnel matter involving the evaluation of the District Manager who was previously informed of the meeting"*
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. The public is invited to attend.

Posted February 7, 2020

Board of Directors



#### 7.40 Use of District Property

District property is to be used only for official District business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove District property or the property of any other employee from District premises or work sites without proper authorization. Under no circumstances will District vehicles, equipment, tools, machinery or other property be utilized, stored or maintained on the private property of any District employee unless authorized by the District Manager and/or Designee. Any employee who steals District property or the property of any other employee, or who abuses, misuses, damages, destroys or uses District property for his/her own personal gain, shall be subject to discipline, up to and including immediate discharge.

#### 7.50 Use of District Vehicles

District vehicles may be used only for the purpose and in the manner authorized by the District. Only qualified, trained and licensed (by DOT classifications) District employees may operate District vehicles. All vehicles shall be operated in accordance with all applicable traffic laws and the Fair Labor Standards Act. Vehicle operators shall be responsible for the mechanical condition and proper use and safety of their vehicles. Duly appointed "on call" emergency personnel, security personnel and personnel authorized by the District Manager and/or Designee may use a District vehicle on business during other than regular working hours. Unauthorized or improper use of District vehicles may result in discipline, up to and including immediate discharge.





# PUEBLO COUNTY

C O L O R A D O

## BOARD OF COUNTY COMMISSIONERS

Terry A. Hart  
District 1

Garrison M. Ortiz  
District 2

Chris Wiseman  
District 3

January 24, 2020

Colorado City Metropolitan District  
P O Box 19390  
Colorado City, CO 81019

To whom it may concern;

Please find enclosed the signed 2020 Funding Assistance Agreement.

This agreement will highlight the scope of services, reporting requirements, compensation and method of payment as well as several other items.

Once we have received the signed contract, I will forward to the BOCC for final approval and signatures. Payment will then be disbursed as per the terms of your contract.

If you have any questions or concerns, please feel free to call at the number below.

Thank you,

*Dona R Skaggs*

Dona R Skaggs  
Account Analyst  
Finance & Budget  
719-583-4414

**ATTACHMENT "A"**  
**2020 SCOPE OF SERVICES**

**AGENCY NAME:** COLORADO CITY METRO DISTRICT

**TOTAL COUNTY AWARD:** \$ 120,000

**PROGRAM / PROJECT NAME:** Hollydot Golf Course Colorado City

**PUEBLO COUNTY FUNDS:** \$ 120,000 (CTF)

***Detailed Description and Cost estimate of Capital Projects to be supported with Pueblo County Funds.***

Support costs associated with maintenance, improvement projects and equipment purchase at Hollydot Golf Course located in Colorado City.

**PUEBLO COUNTY  
CONSERVATION TRUST FUND  
FUNDING ASSISTANCE AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, *nunc pro tunc* January 1, 2020, by and between the County of Pueblo, Colorado, for the use and benefit of the Office of Budget and Finance, (hereinafter referred to as the "County") and

**COLORADO CITY METROPOLITAN DISTRICT  
PO Box 19390  
Colorado City, CO 81019**

(hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, authority exists in the Law, and Funds have been budgeted, appropriated and otherwise made available for payment in Fund Number 217-450000-4723.73, Department Conservation Trust Fund Allocation; and,

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate departments of the County; and

WHEREAS, the County has received a request for funding assistance from the Contractor and desires to engage the Contractor to render certain activities aimed at benefiting and enhancing the community; and

WHEREAS, the Contractor's proposed program and services are to be performed within the County's jurisdiction; and,

WHEREAS, the County has determined that it is in the best interest of the citizens of Pueblo County's to aid the Contractor's proposed program and services through funding assistance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **PROJECT DESCRIPTION AND SCOPE OF SERVICES:** The Contractor agrees to provide the following activities or services in accordance with the 2020 Work Budget approved by the County. Scope of Services shall be attached hereto and incorporated herein Exhibit A.
  - A. **Program Services:** Contractor shall use the funds provided hereunder to support costs associated with maintenance, improvement projects and

equipment purchase at Hollydot Golf Course located in Colorado City, in accordance with the attached Scope of Services and Budget for 2020 incorporated herein as Exhibit A.

2. **TIME OF PERFORMANCE:** The services of the Contractor are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such a manner and sequence as to assure their expeditious completion in the light of the purpose of this Agreement, but **in any event all of the services required hereunder shall be completed by December 31, 2020.**
  
3. **COMPENSATION AND METHOD OF PAYMENT:** As compensation for the performance of the Contractor hereunder, the County agrees to pay the Contractor for the services outlined in Section 1.A. the amount of **\$120,000**, said amount to be provided in accordance with actual costs associated with the services provided for in Section 1.A. above and the 2020 Work Plan. The funds will be provided through various payments in accordance with actual costs. Contractor is to submit to Pueblo County copies of bills or receipts that demand payment for services identified in Section 1.A. above. Pueblo County will make reimbursement payments of the total costs as identified above, up to a maximum compensation of **\$120,000**, **for all work accomplished within the Scope of Services by December 31, 2020. Requests for reimbursement must be made two weeks prior to the anticipated payment date.**

All payments hereunder following the initial payment shall be conditioned upon the Contractor's compliance with all of the terms and conditions of this Agreement, including the reporting requirements contained in Section 1 herein. The County may withhold funds under this Agreement if the County determines that the programs or facilities of the Contractor are not in compliance with the terms and conditions of this Agreement. Additionally, where the County is providing funds to the Contractor as part of a matching funds situation whereunder the Contractor is receiving funding from other governmental entities, the Contractor shall provide the County with proof that all other such entities have contributed their respective shares of matching funds prior to receiving payments from the County after the initial payment from the County.

4. **LIMITATION OF PARTICULAR FUNDS:** The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with Conservation Trust Fund (CTF) provided to the County from the State's Lottery Funds, for the purpose of contracting for the CTF services provided herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Contract are contingent upon receipt of such funds by the County from the State. In the event that such funds or any part thereof are not received by the County, the County may immediately terminate this Contract without further liability to the County beyond the CTF Funds actually received for services performed through that date.



5. **MAXIMUM COMPENSATION:** It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum, stated in Section 3 above, for all the services required. Any expenses, costs or expenditures made or incurred by the Contractor beyond the stated maximum sum shall be the sole and exclusive responsibility of the Contractor.
6. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including but not limited to, internal revenue service laws, rules, and regulations, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, and the Americans With Disabilities Act, as amended, and Contractor also agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended (24-34-402, C.R.S.), and any other applicable law representing discrimination and unfair employment regulations.
7. **INDEPENDENT CONTRACTOR:** The parties understand and agree that the Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. Contractor acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.
8. **ASSIGNMENT:** This Agreement is not assignable in whole or in part without the prior written consent of all parties hereto.
9. **INDEMNIFY AND HOLD HARMLESS PROVISION:** The Contractor agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
10. **MONITORING ACTIVITIES:** The County shall review the progress reports as delineated above for monitoring purposes. In addition, the County may require the Contractor to provide copies of other program progress or financial reports or documentation, including those reports or documentation that the Contractor may submit to other funding entities. The County may conduct other monitoring activities as necessary throughout the period of this Agreement to determine

program progress and for purposes of data base computation and/or program evaluation. Such monitoring activities may include, but not be limited to, receipt of Contractor's monthly Board meeting agenda, minutes, etc.; attendance at Contractor's Board meetings; and on-site visits, including access to all records and documentation maintained by the Contractor.

11. **AMENDMENTS:** This Agreement may be amended at any time by the parties hereto, provided such amendment be reduced to writing and executed by both parties to this Agreement. The Contractor shall submit copies of any revised Work Program and Budgets to the County during the period of this Agreement, and any changes to said Work Program or Budgets shall require an amendment pursuant to this Section 11.
  
12. **AUDIT REQUIREMENTS:** If the Contractor is a United Way agency or has received State or Federal grant funding during the current calendar or fiscal year, either through the County or otherwise, the Contractor agrees to have performed an audit delineating the use of funds received under this Agreement. Furthermore, if the Contractor has an audit prepared at any time and for any reason during the term of this Agreement, the Contractor shall provide the County with a copy of such audit. Finally, as a condition to receiving funds under this Agreement, the Contractor shall, if requested by the County, have performed an audit delineating the use of funds received under this Agreement. The requirements of such an audit shall be at the sole and exclusive discretion of the County. For purposes of this Agreement, the term "audit" shall mean an examination of the Contractor's financial statements prepared by an independent certified public accountant in accordance with generally accepted audit standards. The audit shall be due to the County within 180 days after the end of the term of this Agreement.
  
13. **TERMINATION AND/OR CANCELLATION OF AGREEMENT:**
  - A. Pueblo County may, upon thirty (30) days' written notice to the other party, cancel this Agreement for any reason without liability to the County.
  
  - B. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
  
  - C. Notwithstanding the provisions of Sections A. and B. above, the Contractor shall not be relieved of liability to the County for any obligations to repay funds advanced under this Agreement or for any damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payment to the Contractor for the purpose of

setoff until such time as the exact amount of damages due to the County from the Contractor is determined. In addition, upon receipt of any notice to terminate under this Section, any unexpended funds allocated or advanced to the Contractor by this Agreement shall be reverted to the County.

14. **TERM / TERMINATION:** This Agreement **shall commence on January 1, 2020**, and unless sooner terminated as provided herein, **shall automatically terminate on December 31, 2020**. The parties understand and agree that this Agreement is subject to the annual appropriation of funds for its continuance by the County and upon failure of the County to appropriate funds for this Agreement, said Agreement shall be automatically terminated without liability for termination to the County.
15. **SEVERABILITY:** To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
16. **PROHIBITION ON EMPLOYMENT OF ILLEGAL ALIENS:** If Contractor has any employees or subcontractors, Contractor shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified in C.R.S. §§ 8-17.5-101(3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
  - C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
  - D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:
    - (i) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
    - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - E. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
  - F. If Contractor violates this provision of this Contract, the County may terminate this contract for breach of contract and the Contractor shall be liable for actual and consequential damages to the County as required by law.
  - G. The County will notify the Office of the Secretary of State if Contractor violates this provision of the Contract and the County terminates the Contract for such breach.
17. **NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the County and the Contractor that any person other than the County or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.**

18. **SURVIVAL OF CERTAIN CONTRACT TERMS:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the County as provided herein in the event of such failure to perform or comply by the Contractor or by its subcontractors.
19. **MODIFICATION/WAIVER OF TERMS, APPLICABILITY OF LAWS:** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized owners, principals, or officers of the Contractor and the County. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

In Witness Whereof, the County and the Contractor have executed this Agreement as of the date first above written.

**ATTEST:**

**PUEBLO COUNTY:**

By \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chair, Board of County Commissioners

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

**APPROVED AS TO CONTENT:**

By \_\_\_\_\_  
Director, Office of Budget and Finance

**ATTEST:**

**CONTRACTOR:**  
**COLORADO CITY METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Chair, Board of Directors

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

By: \_\_\_\_\_  
General Manager

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

**COLORADO CITY METROPOLITAN DISTRICT  
RESOLUTION NO. 07-2020**

**RESOLUTION TO REMOVE AND REPLACE DESIGNATED ELECTION OFFICIAL  
AND TO AUTHORIZE REPLACEMENT DESIGNATED ELECTION OFFICIAL TO  
CANCEL ELECTION**

**WHEREAS**, pursuant to § 32-1-804(2), C.R.S., the Board of Directors of the Colorado City Metropolitan District (“District”), Pueblo County, Colorado is authorized to designate a Designated Election Official (“DEO”) to exercise the authority of the Board in conducting the election; and

**WHEREAS**, pursuant to § 1-13.5-513, C.R.S., the Board can authorize the DEO to cancel the election upon certain conditions.

**NOW THEREFORE**, be it resolved by the Board of Directors of the Colorado City Metropolitan District, Pueblo County, Colorado that:

1. The Board hereby names James W. Noron whose address is 4183 Decker Place Colorado City Co. as the DEO for the regular special district election scheduled for the 5th day of May, 2020
2. The Board hereby approves and ratifies any actions Mr. Eccher took as DEO for the District up to his removal and replacement, as well as any actions taken by the replacement DEO or Deputy DEO in furtherance of the election.
3. The Board hereby names Karen Davis and Lavita D. Vinci as the Deputy DEO for the regular special district election scheduled for May 5, 2020.
4. The Board hereby authorizes and directs the DEO, if the only matter before the electors is the election of persons to office, to cancel said election and declare the candidates elected, if at the close of business on the sixty-third day before the election there are not more candidates than offices to be filled, including candidates timely filing affidavits of intent to run as write-in candidates.
5. The Board further authorizes and directs the DEO to publish and post a Notice of Cancellation of election in the offices of the DEO and the County Clerk and Recorder of each county in which the District is located. The DEO shall also notify the candidates that the election was cancelled and they are elected by acclamation.
6. Pursuant to § 1-11-103(3), and §§ 1-13.5-513(1) and (4), if the DEO has cancelled the election, the DEO or District will file this Resolution, together with the Notice of Cancellation, with the Division of Local Government.
7. This Resolution amends and supersedes Resolutions 06-2020.

Adopted and approved on February 11, 2020, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

COLORADO CITY METROPOLITAN DISTRICT

By: \_\_\_\_\_

Terry Kraus, President

ATTEST:

\_\_\_\_\_

Gregory Collins, Secretary



COLORADO CITY METROPOLITAN DISTRICT  
RECORD OF PROCEEDINGS  
BOARD OF DIRECTORS STUDY SESSION

A study session of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, January 28, 2020, at 6:00 p.m.

I. QUORUM CHECK.

Chairperson Terry Kraus  
Secretary Greg Collins  
Treasurer Harry Hochstetler  
Director Bob Cook  
Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager  
Yvonne Barron, Finance Director  
Donny Scheid, Public Works  
Josh Briggs, Parks and Recreation  
Gary Golladay, Water and Sewer  
Phillip Spicer, Hollydot Golf Course

2. AGENDA ITEMS:

a. Vehicle Policy

Mr. Eccher gave the board the section of the by-laws and the personal policy that mentions vehicles. Mr. Hochstetler thought Mr. Scheid, Mr. Golladay and the on-call person should be the only ones taking vehicles home. All other vehicles and equipment need to be parked in the yard except during bad weather. Mr. Cook stated the policy says nothing should be stored on employee property. He questioned whether W-2s need to reflect the use of CCMD vehicles. Mr. Collins wondered if it would be better to have employees use personal vehicles and be paid mileage. Mr. Elliot says things are fine the way they are, but policies need to be changed to fit practice. Mr. Eccher said two or more people are needed on a call out. Also, there is no compensation for being on-call. Mr. Kraus this could be a perception of the public. This needs to balance with the ease of the employees. This needs to be thought about and looked into after that thought.

b. Resolution 05-2020 Sale of Water and Sewer Enterprise Bonds

Mr. Cook felt like this was a rushed decision. He thinks more options should be looked at. Mr. Elliot said this has been talked about a lot and CCMD is up against a wall now. Mr. Eccher said this has been looked by the bond attorney, the CCMD attorney, the bank, Mr. Eccher and Ms. Barron. This is the first step of refinancing.

3. ADJOURNMENT. There being no further business before the Board, Mr. Kraus adjourned the meeting, at 6:55 pm.

COLORADO CITY METROPOLITAN DISTRICT

\_\_\_\_\_  
Terry Kraus, Chairman

ATTEST:

\_\_\_\_\_  
Greg Collins, Secretary

Approved this 11th day of February, 2020.

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

COLORADO CITY METROPOLITAN DISTRICT  
RECORD OF PROCEEDINGS  
BOARD OF DIRECTORS MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, January 28, 2020, at 6:15 p.m.

1. CALL TO ORDER. Chairperson Kraus called the meeting to order at 6:55 p.m.
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF SILENT REFLECTION
4. QUORUM CHECK.

Chairperson Terry Kraus  
Secretary Greg Collins  
Treasurer Harry Hochstetler  
Director Bob Cook  
Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager  
Yvonne Barron, Finance Director  
Donny Scheid, Public Works  
Josh Briggs, Parks and Recreation  
Gary Golladay, Water and Sewer  
Phillip Spicer, Hollydot Golf Course

5. APPROVAL OF AGENDA: Mr. Cook made a motion to approve the agenda with the amendment of adding an evaluation of the district manager with Mr. Hochstetler developing evaluation form. Mr. Eccher also asked to add Resolution 5-2020 to old business. Mr. Collins seconded the motion. All voted in favor and the motion passed.
6. APPROVAL OF MINUTES: Study Session and Regular Meeting January 14, 2020: Mr. Cook made a motion to approve all the minutes, and Mr. Collins seconded the motion. All others voted in favor and the motion passed.
7. BILLS PAYABLE: None
8. FINANCIAL REPORT: None
9. OPERATIONAL REPORT: None
10. READING BY THE CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR:  
Read by Chairperson Kraus
11. CITIZENS INPUT: None
12. AGENDA ITEMS:  
Resolution 05-2020 Sale of Water and Sewer Enterprise Bonds  
Mr. Cook said he believes this is rushed. Mr. Hochstetler made a motion to approve Resolution 05-2020 and Mr. Elliot seconded the motion. Mr. Cook called for a division of the house. The vote was four to one, Mr. Cook opposed. The motion passed.  
Vehicle Policy  
Mr. Cook mentioned checking into whether the use needs to be on the W-2. Mr. Elliot said he would like to see ideas for changing the policy. Mr. Eccher said he would bring ideas to the next meeting. Mr. Collins said the rules need to reflect the practices.
13. ATTORNEYS REPORT  
None
14. OLD BUSINESS:  
J & M Solutions \$205.00 Bill  
Mr. Cook asked if this website could be redirected to the .gov website and he wanted to make sure all changes are archived. Mr. Cook made a motion to approve paying this bill, and Mr. Collins seconded the motion. All voted in favor and the motion passed.

Geese DOW Controlled Thinning

Mr. Brown from the DOW does not believe hazing the geese has helped with the population. He would like to do a controlled hunt at the ballfield. Mr. Cook did not like doing this in a public park. Mr. Collins made a motion to allow the DOW to conduct a controlled hunt and thinning. Mr. Hochstetler seconded the motion. The vote was four to one, Mr. Cook opposed. The motion passed.

Resolution 06-2020 DEO

Mr. Eccher presented a resolution to change the DEO from James Eccher to Lavita Vinci and James Naron with Karen Davis as Deputy DEO. Mr. Cook made a motion to approve Resolution 06-2020, and Mr. Collins seconded the motion. All voted in favor and the motion passed.

15. NEW BUSINESS: None
16. CORRESPONDENCE: None
17. EXECUTIVE SESSION: None
18. ADJOURNMENT. There being no further business before the Board, Mr. Cook made a motion to adjourn the meeting, and Mr. Elliot seconded the motion. Mr. Kraus adjourned the meeting at 7:25 pm.

COLORADO CITY METROPOLITAN DISTRICT

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Terry Kraus, Chairperson

ATTEST:

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Greg Collins, Secretary

Approved this 11th day of February, 2020.

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.



## JANUARY 2020 FEBRUARY 2020 MANAGERS REPORT

- Final Unit (Toro Parkmaster) reels and bedknives being sharpened. Should be done by Wednesday. For a total of 62 reels and bedknives completed by Feb 12<sup>th</sup>.
- Continued repair, preventative and annual maintenance on course equipment.
- Snow Mold Report: Zero grey snow mold has been seen on the greens. Very minimal (few spots) of pink snow mold has been seen on greens.  
-Next Snow Mold Application will be applied after current snow lifts.
- When course is open, efforts are made to minimize elk and goose crap on course, with greens being completely clear. Efforts also being made to clean up, repair and eradicate invading pocket gophers.
- 2020 Golf Course Maintenance equipment purchase: Multiple vendors have been contacted about equipment to fit maintenance needs. Prices, types of equipment and models are being looked at so that we get the most bang for our dollar keeping in mind the future use and life of the equipment.

Golf Shop Activities Report  
January, 2020

2019 January Rounds	57
2020 January Rounds	79

2019 January Revenue	11,353
2020 January Revenue	13,677

Both increases in rounds and revenue.

We had the Friend's of Hollydot volunteer's clean the back room, fix the holes in the wall, Replaced the blinds in office and pro shop. Working on a High School Clinic for Girl's and Boy's.