



COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

March 17, 2020

The Town of Ridgway
P.O. Box 10
Ridgway, CO 81432

Subject: Loan Contract No. C-153321
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between The Town of Ridgway, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C-153321. The documents have been stamped "PAID IN FULL" denoting that the terms of the agreement have been satisfied in full by the Town.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3245 or email at lauren.miremont@state.co.us. If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Lauren Miremont

Lauren Miremont
Finance Manager
Finance Section

Attachments

cc: CWCB Files



RECEIVED
@ G.S.
JUL 22, 1983

WARRANTY DEED

COLO. WATER
CONSERVATION BOARD

THE TOWN OF RIDGWAY, COLORADO, whose address is P.O. Box 10, Ridgway, Colorado, County of Ouray and State of Colorado for the consideration of TEN AND NO/100TH DOLLARS (\$10.00), in hand paid, hereby sells and conveys to COLORADO WATER CONSERVATION BOARD, DEPARTMENT OF NATURAL RESOURCES, STATE OF COLORADO, whose address is Denver, Colorado, County of Denver and State of Colorado, the following portions of the Town of Ridgway Water System:

- a. A 10-inch diameter 400 foot line from the lower Ridgway Reservoir to the Town of Ridgway Treatment Plant, together with a appurtenant easement.
- b. An 8-inch diameter 10,000 foot line from station 0+00 to station 100+00 of the Town of Ridgway System, with all appurtenances.
- c. A 6-inch diameter 750 foot line from station 100+00 to station 107+00 of the Town of Ridgway System, with all appurtenances.
- d. A concrete intake structure at station 107+00 of the Town of Ridgway Water System, with all appurtenances.

and warrants the title to the same subject to:

Signed this 8 day of June, 1983.

TOWN OF RIDGWAY, COLORADO

by A.D. McKenna
Mayor

ATTEST:

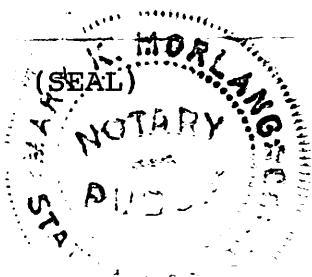
Mary K. Morlang
Town Clerk

STATE OF COLORADO)
COUNTY OF OURAY) ss.

The foregoing instrument was acknowledged before me this 8th day of June, 1983, by A.D. McKenna, Mayor and Mary K. Morlang, Town Clerk of the Town of Ridgway, Colorado

Witness my hand and Official Seal.

My commission expires: 6-17-86



Mary K. Morlang
Notary Public

3174 County Rd 24
Address

RECEIVED
JUL 27 1983
COLORADO WATER
CONSERVATION BOARD

No. 134037

WARRANTY DEED

TOWN OF RIDGWAY, COLORADO

TO

COLORADO WATER CONSERVATION BOARD
DEPARTMENT OF NATURAL RESOURCES
STATE OF COLORADO

STATE OF COLORADO, { ss.
County of Ouray

Filed for record at 1:45 o'clock
P M., July 8, 1983

and duly recorded in Book 202

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Addie A. Sim

By Joan Nordlander Recorder
Deputy

\$3.00

Town of Ridgway
Box 10
Ridgway, Co.

INDEXED



Ac 80-31

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
6557

\$167,400.00

CONTRACT

THIS CONTRACT, made this 15th day of January 1980, by and between the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board) hereinafter referred to as the State, and The Town of Ridgway, Box 10, Colorado 81432 hereinafter referred to as the contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5764, Contract Encumbrance Number C15332; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, ³pursuant to Title 37, Article 60, Colorado Revised Statutes 1973, as amended, the State, through the Colorado Water Conservation Board, may construct water resource projects and make the waters available therefrom to the residents of the State of Colorado upon conditions to be determined by the Colorado Water Conservation Board; and

WHEREAS, the Contractor is a duly constituted incorporated town of the State of Colorado and wishes to undertake construction of a domestic water system hereinafter called the project, for the Ridgway Community in Ouray County, Colorado, at an estimated cost of Seven Hundred Eighty Thousand Dollars (\$780,000); and

WHEREAS, a feasibility investigation of said project was conducted and it was found that such a project is economically feasible; and

WHEREAS, the State, through the Colorado Water Conservation Board, has agreed to construct part of said project and to sell the same to the Contractor upon mutually agreeable terms and conditions, subject to the approval of appropriations for that purpose by the Colorado General Assembly and the Governor of the State of Colorado; and

WHEREAS, pursuant to Senate Bill No. 69, Fifty-Second General Assembly of the State of Colorado, duly enacted by the Colorado General Assembly and approved by the Governor of the State of Colorado, there was appropriated to the Colorado Water Conservation Board the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000) for construction of the Ridgway Project; and

WHEREAS, the Contractor has available from its own sources and from grants and a loan approved by the Farmers Home Administration and the Four Corners Regional Commission sufficient funds to construct the remainder of the project;

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the parties hereto as follows:

A. The Contractor agrees that it will:

1. Cause the construction of said project to be completed within two (2) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. No payments will be made under this contract until the project plans and specifications are approved by the State. The above-mentioned time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor.

2. Convey or cause title to be conveyed by deed or other proper conveyance to the Colorado Water Conservation Board, Department of Natural Resources, State of Colorado, the following portions of the proposed project facilities:

a. A 10-inch diameter 400 foot line from the lower reservoir of the existing system to the proposed treatment plant.

b. An 8-inch diameter 10,000 foot line from station 0+00 to station 100+00 of the proposed system, with all appurtenances.

c. A 6-inch diameter 750 foot line from station 100+00 to station 107+00 of the proposed system, with all appurtenances.

d. A concrete intake structure at station 107+00.

3. Permit periodic inspection of construction by the authorized representatives of the State during construction and permit the State to review and approve or disapprove any contracts for the construction of the project or the performance of work pursuant to such contracts or subcontracts.

4. Without expense to the State, manage, operate, and maintain the project system continuously in an efficient and economical manner, and assume all legal liability for such management, operation, and maintenance.

5. Make the services of said project available within its capacity to all persons in the Contractor's service area without discrimination as to race, color, religion, or natural origin at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, formally adopted by the Contractor through its board of directors, as may be modified from time to time by the Contractor. The initial rate schedule must be approved by the State. Thereafter, the Contractor may make such modifications to the rate schedule as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the system as long as the rate schedule remains reasonable and non-discriminatory, and subject to the approval by the State.

6. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair services, obsolescence reserves, debt service, and debt reserves.

7. Expand the system from time to time to meet reasonable growth or service requirements in the area within its jurisdiction.

8. Provide the State with such periodic reports as it may require and permit periodic inspections of its operations and accounts by a designated representative of the State. The Colorado Water Conservation Board, its agents, and employees, is hereby designated as the agent of the State for the purposes of this contract.

9. To purchase from the State all of the State's right, title, and interest in said project and any facilities thereof at a total purchase price of Three Hundred Two Thousand Eight Hundred Twenty Dollars (\$302,820), payable in forty (40) annual installments of Seven Thousand Five Hundred Seventy Dollars and Fifty Cents (\$7,570.50) each, which first installment shall be due and payable on February 1, 1981, and yearly thereafter until the entire principal sum shall have been paid. Said installment payment shall be made payable to the Colorado Water Conservation Board, payable at the offices of said board in Denver, Colorado.

10. Upon default in the payments herein set forth to be made by the Contractor, or in the performance of any covenant or agreement contained herein, the State, at its option, may (a) declare the entire principal amount then outstanding immediately due and payable; (b) for the account of the Contractor incur and pay reasonable expenses for repair, maintenance, and operation of the domestic water system herein described and such other reasonable expenses as may be necessary to cure the cause of default; and/or (c) take possession of the system, repair, maintain, and operate or lease it. The provisions of this contract may be enforced by the State, at its option without regard to prior waivers by it of previous defaults by the Contractor, through judicial proceedings to require specific performance of this contract or by such other proceedings in law or equity as may be deemed necessary by the State to insure compliance with provisions of this contract and the laws and regulations under which this contract is made.

B. The State agrees that it will:

1. Make available to the Contractor for the purpose of this contract the sum of One Hundred Sixty-Seven Thousand Four Hundred Dollars (\$167,400). Said One Hundred Sixty-Seven Thousand Four Hundred Dollars (\$167,400) shall be made available to the Contractor in accordance with the following terms, schedule and conditions:

a. Beginning with the monthly period commencing February 1, 1980 and for every month thereafter until said project has been completed, the Contractor shall prepare with the consulting engineer's help an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Contractor the amount of the monthly estimate or such portion thereof as has been approved by the State.

2. Assist the Contractor with such technical assistance as the State deems appropriate in planning, constructing, and operating the project and in coordinating the project with local official comprehensive plans for sewer and water and with any state or area plans for the area in which the project is located.

3. In its sole discretion, the State may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Contractor's obligations under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purposes of this contract or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

4. Upon completion of the payment of the full purchase price to the State in the sum of Three Hundred Two Thousand Eight Hundred Twenty Dollars (\$302,820) as set forth in paragraph A.9. of this contract, to convey to the Contractor all of the State's right, title, and interest in and to the project by deed or other proper conveyance.

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than ten thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond.

MINIMUM WAGE

4. Except as otherwise provided by law, if this contract provides for the payment of more than five thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public work, (except highways, highway bridges, underpasses and highway structures of all kinds) within the geographical limits of the State, the rate of wage for all laborers and mechanics employed by the contractor or any subcontractor on the building or public work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil subdivision of the State in which the building or other public work is located. Disputes respecting prevailing rates will be resolved as provided in 8-16-101, CRS 1973, as amended.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

TOWN OF RIDGWAY

Contractor

Position

Employer I.D. No.

STATE OF COLORADO

RICHARD D. LAMM, GOVERNOR

By

EXECUTIVE DIRECTOR. HARRIS D. SHERMAN

DEPARTMENT

OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By

J. William McDonald, Director

APPROVALS

ATTORNEY GENERAL J. D. MacFARLANE

CONTROLLER

DAN S. WHITEMORE

By

A. F. JEWELL, JR.

By

Assistant Solicitor General
General Legal Services

PAID IN FULL

No. 134037

WARRANTY DEED

TOWN OF RIDGWAY, COLORADO

TO

COLORADO WATER CONSERVATION BOARD
DEPARTMENT OF NATURAL RESOURCES
STATE OF COLORADO

STATE OF COLORADO, { ss.
County of Ouray

Filed for record at 1:45 o'clock
P M., July 8, 1983

and duly recorded in Book 202

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Addie A. Sim

By Jean H. J. J. J. Recorder
Deputy

\$3.00

Town of Ridgway
Box 10
Ridgway, Co.

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