



## COLORADO

### Colorado Water Conservation Board

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

March 17, 2020

Julesburg Irrigation District  
315 Cedar Street, Suite 150  
Julesburg, CO 80737

Subject: Loan Contract No. C153604  
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between the Julesburg Irrigation District, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153604. The documents have been stamped "PAID IN FULL" denoting that the terms of the agreement have been satisfied in full by the District.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3245 or email at [lauren.miremont@state.co.us](mailto: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



Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

CWCB

1313 Sherman Street, Room 718

Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE  
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

February 10, 2020

Julesburg Irrigation District

315 Cedar Street, Suite 150

Julesburg, CO 80737

☐ Check here if current address is unknown

Colorado Water Conservation Board

October 11, 1994

June 7, 1996

# 182515

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

Date

Original Grantor (Borrower)

Current Address of Original Grantor,

Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

Date of Recording and/or Re-Recording of Deed  
of Trust

Recording Information

TO THE PUBLIC TRUSTEE OF

Sedgwick

COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should  
grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)**


Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

 2/12/20

Signature/Date

State of Colorado, County of Denver

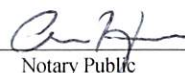
The foregoing Request for Release was acknowledged before  
me on February 29, 2020 (date) by\*

Kirk Russell

Finance Section Chief

November 22, 2023 Date Commission Expires

\*If applicable, insert title of officer and name of current owner and holder



Notary Public

ALANA G. HOLDREN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194044383  
MY COMMISSION EXPIRES NOV. 22, 2023

Witness my hand and official seal

## RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

STATE OF COLORADO

COUNTY OF SEDGWICK

Signed by Wanda K. Trennepohl, Public Trustee

On Feb 28, 2020

(NOTARIZATION NO LONGER REQUIRED IN  
COLORADO PER STATUTE 38-35-106 C.R.S.)

Wanda K. Trennepohl 2-28-20  
Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

## DEED OF TRUST

THIS INDENTURE, made this 11<sup>th</sup> day of OCTOBER 1994, between JULESBURG IRRIGATION DISTRICT whose address is Court House Square, 315 Cedar, Julesburg, Colorado 80737, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Sedgwick, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

WITNESSETH, THAT, WHEREAS, GRANTOR has executed a promissory note, dated January 27, 1992, for the principal sum of Three Hundred Eighteen Thousand Four Hundred Dollars (\$318,400), payable to the order of the STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado 80203, after the date hereof, with interest thereon from the date thereof at the rate of five percent (5%) per annum, payable in forty (40) annual installments, or until loan is paid in full.

AND WHEREAS, the GRANTOR is desirous of securing payment of the principal and interest of said promissory note in whose hands soever the said note or any of them may be.

NOW, THEREFORE, the GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the following described property, situated in the County of Sedgwick Colorado, to wit: *An undivided 100% interest in Julesburg Dam No. 4 and appurtenant structures.*

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and elect to advertise said property for sale, and demand such sale by filing a notice of such election and demand for sale with the PUBLIC TRUSTEE. Upon receipt of such notice of election and demand for sale, the PUBLIC TRUSTEE shall cause a copy of the same to be recorded in the recorder's office of the county in which said property is situated, it shall and may be lawful for the PUBLIC TRUSTEE to sell and dispose of the same (en masse or in separate parcels, as the said PUBLIC TRUSTEE may think best), and all the right, title and interest of the GRANTOR, its heirs or assigns therein, at public auction at such time and at such location as shall be designated in the PUBLIC TRUSTEE's Notice of Sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, advertisement once each week for five consecutive weeks, in some newspaper of general circulation at that time published in said County of Sedgwick, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the GRANTOR at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said property at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser of such property at such sale, a certificate in writing describing such property purchased, and the sum paid therefor, and the time when the purchaser (or other person entitled thereto) shall be entitled to the deed therefor, unless the same shall be redeemed as is provided by law; and said PUBLIC TRUSTEE shall, upon demand by the person holding the said certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the said property purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its heirs and assigns made therein, and shall recite the sum for which the said property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at ten per cent (10%) per annum, rendering the overplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its heirs and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its heirs, personal representatives or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents it is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever, except the above bargained property in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the who or any part thereof, the GRANTOR shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies meeting the net worth requirements of the beneficiary hereof in an amount not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. At the option of the beneficiary, the original policy or policies of insurance shall be delivered to the beneficiary as further security for the indebtedness. Should the GRANTOR fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ten per cent (10%) per annum shall be added to and become a part

C-153604

of the indebtedness secured by this deed of trust and may be paid out of the proceeds of the sale of the property if not paid by the GRANTOR. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any further payments required by this paragraph.

AND THAT IN CASE OF ANY DEFAULT, whereby the right of foreclosure occurs hereunder, the PUBLIC TRUSTEE or the holder of said note or certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be: and such possession shall at once be delivered to the PUBLIC TRUSTEE or the holder of said note or certificate of purchase on request and on refusal, the delivery of such possession may be enforced by the PUBLIC TRUSTEE or the holder of said note or certificate of purchase by an appropriate civil suit or proceeding, and the PUBLIC TRUSTEE, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the GRANTOR or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

AND, that in case of default in any of said payments or principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the GRANTOR, its personal representatives or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee of the sum of One Thousand dollars (\$1,000) for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

IT IS FURTHER UNDERSTOOD AND AGREED, that if a release of this Deed of Trust is required, the GRANTOR will pay the expense thereof; that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed this 15<sup>th</sup> day of October, 1994.

ATTEST: Tom Frame

Robert W. Kennison

(SEAL)

State of Colorado } 182515 06/07/1996 09:00A B: 212 P: 425  
County of Sedgwick } ss Kristee J Mollendor, Recorder Sedgwick County CO

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1994, by Robert W. Kennison Witness my hand and seal.

Maedine Nelson  
Notary Public

My commission expires 1-31-97

No. \_\_\_\_\_

DEED OF TRUST FROM \_\_\_\_\_  
TO THE PUBLIC TRUSTEE

For The Use Of \_\_\_\_\_

State of Colorado }  
County of \_\_\_\_\_ } ss  
I hereby certify that this instrument was filed for record in my office at \_\_\_\_\_ o'clock \_\_\_\_M., \_\_\_\_\_  
19\_\_\_\_, and is duly recorded in book \_\_\_\_\_, page \_\_\_\_\_ Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_.

Clerk and Recorder

Deputy

Fees, \$ \_\_\_\_\_



Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

CWCB

1313 Sherman Street, Room 718

Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE  
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

February 10, 2020

Julesburg Irrigation District

315 Cedar Street, Suite 150

Julesburg, CO 80737

☐ Check here if current address is unknown

Colorado Water Conservation Board

March 1, 2001

March 12, 2001

# 186946

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

Date

Original Grantor (Borrower)

Current Address of Original Grantor,  
Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

Date of Recording and/or Re-Recording of Deed  
of Trust

Recording Information

TO THE PUBLIC TRUSTEE OF

Sedgwick

COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should  
grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured  
by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in  
regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only  
that portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A  
FULL RELEASE)**

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

 2/12/20  
Signature/Date

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before  
me on February 19, 2020 (date) by\*

Kirk Russell

Finance Section Chief

November 22, 2023 Date Commission Expires

\*If applicable, insert title of officer and name of current owner and holder

  
Notary Public

ALANA G. HOLDREN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194044383  
MY COMMISSION EXPIRES NOV. 22, 2023  
Witness my hand and official seal

### RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the  
Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness  
referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust  
has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

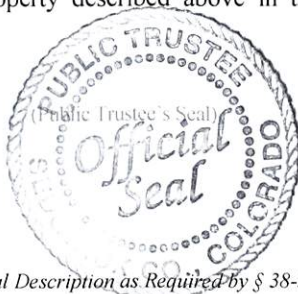
NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby  
acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge  
the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and  
appurtenances thereto belonging.

STATE OF COLORADO  
COUNTY OF SEDGWICK

Signed by Wanda K. Trennepohl, Public Trustee

On Feb 28, 2020

(NOTARIZATION NO LONGER REQUIRED IN  
COLORADO PER STATUTE 38-35-106 C.R.S.)



Wanda K. Trennepohl, 2-28-20  
Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

## **Amended Deed of Trust**

To Amend Deed of Trust dated October 11, 1994.  
Recorded 6/7/96, Book 212, Page 424, Filmed 182515,  
Sedgwick County, Colorado

**This indenture**, made this 1<sup>st</sup> day of March 2001, between the Julesburg Irrigation District, whose address is 315 Cedar Street, Julesburg, Colorado 80737, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Sedgwick, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

**Witnesseth, that whereas**, GRANTOR has executed a promissory note of even date and amount, set forth in Contract No. C153604, as amended ("Contract") for a loan in the principal sum of \$372,950.79 to be repaid to the STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado 80203, with interest thereon from the 1<sup>st</sup> day of July 2000 at the interest rate of 3.5% per annum, payable in 30 annual installments, in accordance with the Promissory Note, or until loan is paid in full. **This Deed of Trust is Amended to revise the loan amount, interest rate and repayment term.**

**And whereas**, the GRANTOR is desirous of securing payment of the principal and interest of said promissory note to the State of Colorado.

**Now, therefore**, the GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, to wit: an undivided 100% interest in the Julesburg Dam No. 4 and appurtenant structures, as more fully described on Attachment 1, collectively or hereinafter referred to as the "Property."

**To have and to hold** the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements contained in the Contract, the beneficiary hereunder may declare a violation of any of the covenants contained in the Contract and elect to advertise said Property for sale, and demand such sale by filing a notice of such election and demand for sale with the PUBLIC TRUSTEE. Upon receipt of such notice of election and demand for sale, the PUBLIC TRUSTEE shall cause a copy of the same to be recorded in the recorder's office of the county in which said Property is situated, it shall and may be lawful for the PUBLIC TRUSTEE to sell and dispose of the same (en masse or in separate parcels, as the said PUBLIC TRUSTEE may think best), and all the right, title and interest of the GRANTOR, its successors or assigns therein, at public auction at such time and at such location as shall be designated in the PUBLIC TRUSTEE's Notice of Sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, advertisement once each week for five consecutive weeks, in some newspaper of general circulation at that time published in said County of Sedgwick, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the GRANTOR at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said Property at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser of the Property at such sale, a certificate in writing describing the Property purchased, and the sum paid therefor, and the time when the purchaser (or other person entitled thereto) shall be entitled to the deed therefor, unless the same shall be redeemed as is provided by law; and said PUBLIC TRUSTEE shall, upon demand by the person holding the said certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the Property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the Property

purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the Property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its successors and assigns made therein, and shall recite the sum for which the said Property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of the Property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at ten per cent per annum, rendering the surplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its successors and assigns, and all other persons claiming the Property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase Property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its successors or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents, it is well seized of the Property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said Property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same is free and clear of all liens and encumbrances whatever, and the above bargained Property in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the GRANTOR shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the Property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep the Property insured in accordance with the requirements of the Contract. Should the GRANTOR fail to insure the Property in accordance with the Contract or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ten percent (10%) per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the Property if not paid by the GRANTOR. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any further payments required by this paragraph. In the event of the sale or transfer of the Property, the beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

**And that in case of any default**, whereby the right of foreclosure occurs hereunder, the PUBLIC TRUSTEE, the State as holder of the note, or the holder of a certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the Property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession shall at once be delivered to the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase on request, and on refusal, the delivery of the Property may be enforced by the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase by an appropriate civil suit or proceeding, and the PUBLIC TRUSTEE, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said Property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the GRANTOR or of the then owner of said

Property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

And, that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements contained herein and in the Contract, by the GRANTOR, its successors or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said Property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Contract shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed the day and date first written above.

(SEAL)  
ATTEST:  
**SEAL**  
By Pamela Collins  
Pamela Collins, Corporate Secretary

Julesburg Irrigation District  
By George Dracon  
George Dracon, President

County of Sedgwick )  
State of Colorado ) SS

The foregoing instrument was acknowledged before me this 1st day of March 2001, by George Dracon and Pamela Collins, as President and Corporate Secretary, respectively, of the Julesburg Irrigation District. Witness my hand and official seal.

Notary Public Kristee J. Mollendor

My commission expires 12-27-02





# Promissory Note

Date March 1, 2001

1. FOR VALUE RECEIVED, the Julesburg Irrigation District ("BORROWER") promises to pay the State of Colorado Water Conservation Board ("STATE"), the principal sum of Three Hundred Seventy Two Thousand Nine Hundred Fifty and 79/100 Dollars (\$372,950.79) plus interest at the rate of three and one-half percent (3.5%) per annum for a term of thirty (30) years, pursuant to Loan Contract No. C153604, as amended ("LOAN CONTRACT").
2. This promissory note replaces the promissory note provisions of paragraph A.13 contained in Loan Contract and Promissory Note No. C153604. The promissory note provisions were for a principal loan amount of \$386,750, at 5% per annum for a repayment term of 40 years.
3. Principal and interest shall be payable in equal installments of \$20,277.83, with the first payment due and payable on July 1, 2001, and annually thereafter until all principal, interest, and late charges, if any, have been paid in full, with all such principal, interest, and late charges, required to be paid within 30 years.
4. Payments shall be made payable to the Colorado Water Conservation Board and mailed to 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. If the STATE does not receive the annual payment within 15 calendar days of the due date, the State may impose a late charge in the amount of 5% of the annual payment.
6. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
8. This Note is issued pursuant to the LOAN CONTRACT between the STATE and the BORROWER. The LOAN CONTRACT creates security interests in favor of the STATE to secure the prompt payment of all amounts that may become due hereunder. The security interests, evidenced by an amended Security Agreement and an amended Deed of Trust, both of even date and amount, cover certain revenues and real property of the BORROWER. The LOAN CONTRACT, Security Agreement and Deed of Trust additional rights to the STATE, including the right to accelerate the maturity of this Note in certain events.
9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Agreement or Deed of Trust securing this Note occurs, the STATE may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The STATE shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this Promissory Note.
10. The BORROWER, any guarantor, and any other person who is now or may hereafter become primarily or secondarily liable for the payment of this Note or any portion thereof hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
11. This Note shall be governed in all respects by the laws of the State of Colorado.

(SEAL)

BORROWER: Julesburg Irrigation District

By

George Dracon  
George Dracon, President

Attest:

By

Pamela Collins  
Pamela Collins, Corporate Secretary

**PAID IN FULL**

**Exhibit A to Contract C153604, Amendment No. 2**

AGENCY NAME: Water Conservation Board
AGENCY NUMBER: PDA
ROUTING NUMBER: 00059

## Contract Amendment No. 2

**THIS AMENDMENT**, made this 1<sup>st</sup> day of March 2001, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board (CWCB), hereinafter referred to as the STATE, and the Julesburg Irrigation District, 315 Cedar Street, Julesburg, CO 80737, hereinafter referred to as the CONTRACTOR.

### Factual Recitals

- A. 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 462, Appropriation Code 323, Contract Encumbrance Number C153604.
- B. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies.
- C. The State and the Contractor entered into a Project Contract and Promissory Note dated January 27, 1992, Contract Encumbrance Number C153604, and amended on December 26, 1995, hereinafter referred to as Original Contract, incorporated herein by reference, wherein the State agreed to loan money in the total amount of \$386,750 at an interest rate of 5% per annum for a duration of 40 years, and the Contractor agreed to repay the loan in accordance with the terms of the Original Contract.
- D. At its November 20, 2000 meeting, the CWCB approved the refinancing of the Original Contract to reduce the interest rate to 3.5% and the repayment term to 30 years due to significant and unexpected financial difficulties the BORROWER has encountered.
- E. The parties agree to amend the contract to document the revisions to the interest rate and loan duration.

**PAID IN FULL**

**NOW THEREFORE**, it is hereby agreed that

- 1. Consideration for this Amendment to the Original Contract consists of the payments which shall be made pursuant to this Amendment and the Original Contract, as amended, and the promises and agreements herein set forth.
- 2. It is expressly agreed by the parties that this Amendment is supplemental to the Original Contract, as amended, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.



3. The parties agree to amend the Original Contract to reduce the interest rate on the balance of the loan to 3.5% and to reduce the repayment term to 30 years.
4. The Contractor agrees that it shall execute the following documents, all of which shall set forth the revised loan terms: the principal loan amount of \$372,950.79, with interest at the rate of 3.5% per annum for a repayment term of 30 years:
  - a. a Promissory Note, attached as **Exhibit A** and incorporated herein, which shall replace the repayment provisions of Paragraph B.13 of the Original Contract;
  - b. an Amended Deed of Trust, attached as **Exhibit B** and incorporated herein, which shall amend the Deed of Trust attached to the Original Contract as Appendix 4; and
  - c. an Amended Security Agreement, attached as **Exhibit C** and incorporated herein, which amends the Security Agreement attached to the Original Contract as Appendix 5.
5. It is agreed the Original Contract, as amended is and shall be modified, altered, and changed in the following respects only:

- a. Paragraph B.13 is replaced with the following

**B.13. Promissory Note Provisions.** The CWCB agrees to loan to the BORROWER an amount not to exceed the LOAN AMOUNT and the BORROWER agrees to repay the loan in accordance with the terms as set forth in the Promissory Note, attached hereto as Exhibit A.

- b. The Special Provisions are amended by the addition of the following:

11. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

6. Except for the SPECIAL PROVISIONS, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the ORIGINAL CONTRACT OR THE AMENDMENT NO. 1, the provisions of this Amendment shall in all respects supersede, govern, and control. The SPECIAL PROVISIONS shall always be controlling over other provisions in the contract or amendments. The representations in the SPECIAL PROVISIONS concerning the absence of bribery or corrupt influences and personal interest of STATE employees are presently reaffirmed.
7. 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.
8. This amendment shall not be deemed valid or effective until it shall have been approved by the controller of the State of Colorado or his designee.

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

CONTRACTOR: Julesburg Irrigation District

By George Dracon  
George Dracon, President

Federal ID Number: 84-6000185

Attest (Seal)

By Pamela Collins  
Pamela Collins, Corporate Secretary

State of Colorado  
Bill Owens, Governor

By Rod Kuharich  
For the Executive Director  
Department Of Natural Resources  
Colorado Water Conservation Board  
Rod Kuharich, Director

#### APPROVALS

KEN SALAZAR, ATTORNEY GENERAL

By [Signature]

Arthur L. Barnhart, STATE CONTROLLER

By [Signature]  
Effective Date 3/30/2001

**PAID IN FULL**



## Amended Deed of Trust

To Amend Deed of Trust dated October 11, 1994.  
Recorded 6/7/96, Book 212, Page 424, Filmed 182515,  
Sedgwick County, Colorado

**This indenture**, made this 1<sup>st</sup> day of March 2001, between the Julesburg Irrigation District, whose address is 315 Cedar Street, Julesburg, Colorado 80737, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Sedgwick, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

**Witnesseth, that whereas**, GRANTOR has executed a promissory note of even date and amount, set forth in Contract No. C153604, as amended ("Contract") for a loan in the principal sum of \$372,950.79 to be repaid to the STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado 80203, with interest thereon from the 1<sup>st</sup> day of July 2000 at the interest rate of 3.5% per annum, payable in 30 annual installments, in accordance with the Promissory Note, or until loan is paid in full. **This Deed of Trust is Amended to revise the loan amount, interest rate and repayment term.**

**And whereas**, the GRANTOR is desirous of securing payment of the principal and interest of said promissory note to the State of Colorado.

**Now, therefore**, the GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, to wit: an undivided 100% interest in the Julesburg Dam No. 4 and appurtenant structures, as more fully described on Attachment 1, collectively or hereinafter referred to as the "Property."

**To have and to hold** the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements contained in the Contract, the beneficiary hereunder may declare a violation of any of the covenants contained in the Contract and elect to advertise said Property for sale, and demand such sale by filing a notice of such election and demand for sale with the PUBLIC TRUSTEE. Upon receipt of such notice of election and demand for sale, the PUBLIC TRUSTEE shall cause a copy of the same to be recorded in the recorder's office of the county in which said Property is situated, it shall and may be lawful for the PUBLIC TRUSTEE to sell and dispose of the same (en masse or in separate parcels, as the said PUBLIC TRUSTEE may think best), and all the right, title and interest of the GRANTOR, its successors or assigns therein, at public auction at such time and at such location as shall be designated in the PUBLIC TRUSTEE's Notice of Sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, advertisement once each week for five consecutive weeks, in some newspaper of general circulation at that time published in said County of Sedgwick, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the GRANTOR at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said Property at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser of the Property at such sale, a certificate in writing describing the Property purchased, and the sum paid therefor, and the time when the purchaser (or other person entitled thereto) shall be entitled to the deed therefor, unless the same shall be redeemed as is provided by law; and said PUBLIC TRUSTEE shall, upon demand by the person holding the said certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the Property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the Property

**Exhibit B to Contract C153604, Amendment No. 2**



purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the Property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its successors and assigns made therein, and shall recite the sum for which the said Property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of the Property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at ten per cent per annum, rendering the surplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its successors and assigns, and all other persons claiming the Property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase Property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its successors or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents, it is well seized of the Property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said Property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same is free and clear of all liens and encumbrances whatever, and the above bargained Property in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the GRANTOR shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the Property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep the Property insured in accordance with the requirements of the Contract. Should the GRANTOR fail to insure the Property in accordance with the Contract or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ten percent (10%) per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the Property if not paid by the GRANTOR. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any further payments required by this paragraph. In the event of the sale or transfer of the Property, the beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

**And that in case of any default**, whereby the right of foreclosure occurs hereunder, the PUBLIC TRUSTEE, the State as holder of the note, or the holder of a certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the Property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession shall at once be delivered to the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase on request, and on refusal, the delivery of the Property may be enforced by the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase by an appropriate civil suit or proceeding, and the PUBLIC TRUSTEE, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said Property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the GRANTOR or of the then owner of said



186946 03/12/2001 09:00A B232 P215 KMollendor  
2 of 3 R 15.00 D 0.00 Sedgwick County



Property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

And, that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements contained herein and in the Contract, by the GRANTOR, its successors or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said Property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Contract shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed the day and date first written above.

Julesburg Irrigation District

By George Dracon  
George Dracon, President

(SEAL)  
SEAL  
By Pamela Collins  
Pamela Collins, Corporate Secretary

County of Sedgwick )  
State of Colorado ) SS

PAID IN FULL

The foregoing instrument was acknowledged before me this 1st day of March 2001, by George Dracon and Pamela Collins, as President and Corporate Secretary, respectively, of the Julesburg Irrigation District. Witness my hand and official seal.

Notary Public Kristee J. Mollendor

My commission expires 12-27-02



## AMENDED SECURITY AGREEMENT

DEBTOR: Julesburg Irrigation District  
315 Cedar Street  
Julesburg Colorado 80737

FEDERAL TAX NUMBER: 84-6000185

COUNTY: SEDGWICK (CODE: 39)

SECURED PARTY: State of Colorado - Colorado Water Conservation Board  
1313 Sherman Street, Room 721  
Denver, CO 80203

COLLATERAL: Contract Rights (Code: 030)

DEBTOR, for consideration, hereby grants to SECURED PARTY a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor, hereinafter called the COLLATERAL: Revenues from taxes and assessments pledged to repay the amount loaned to Debtor by Secured Party, as described in the Pledge of Revenues Provisions contained in Loan Contract No. C153604, as amended (CONTRACT).

To secure payment of the indebtedness evidenced by the Promissory Note dated March 1, 2001 between the parties, payable to the SECURED PARTY, the loan amount of \$372,950.79 for a period of 30 years in accordance with said Promissory Note or until all principal, interest, and late charges, if any, are paid in full. **The Parties agree to amend this security agreement to revise the principal loan amount, interest rate and repayment term.**

### DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby, DEBTOR is, or to the extent that this agreement states that the COLLATERAL is to be acquired after the date hereof, will be, the owner of the COLLATERAL free from any adverse lien, security interest or encumbrances; and that DEBTOR will defend the COLLATERAL against all claims and demands of all persons at anytime claiming the same or any interest therein.
2. That the execution and delivery of this agreement by DEBTOR will not violate any law or agreement governing DEBTOR or to which DEBTOR is a party.
3. That, if DEBTOR is a corporation, its certificate and articles of incorporation and by-laws do not prohibit any term or condition of this agreement.
4. That by its acceptance of the loan money pursuant to the terms of the CONTRACT and by its representations herein, DEBTOR shall be estopped from asserting for any reason that it is not authorized to grant a security interest in the COLLATERAL pursuant to the terms of this agreement.
5. To pay all taxes and assessments of every nature which may be levied or assessed against the COLLATERAL.
6. To not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the COLLATERAL and not to permit the same to be attached or replevined.
7. That the DEBTOR will not use the COLLATERAL in violation of any applicable statutes, regulations, ordinances, articles of incorporation or by-laws.

UNTIL DEFAULT DEBTOR may have possession of the COLLATERAL, provided that DEBTOR keeps the COLLATERAL in an account separate from other revenues of DEBTOR and does not use



the COLLATERAL for any purpose not permitted by the CONTRACT. Upon default, SECURED PARTY shall have the immediate right to the possession of the COLLATERAL.

DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions:

- a. default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- b. the making or furnishing of any warranty, representation or statement to SECURED PARTY by or on behalf of DEBTOR which proves to have been false in any material respect when made or furnished;
- c. loss, theft, damage, destruction, sale or encumbrance to or of any of the COLLATERAL, or the making of any levy seizure or attachment thereof or thereon;
- d. dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law of, by or against DEBTOR or any guarantor or surety for DEBTOR.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, SECURED PARTY may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. SECURED PARTY may require DEBTOR to deliver or make the COLLATERAL available to SECURED PARTY at a place to be designated by SECURED PARTY which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include SECURED PARTY'S reasonable attorney's fees and legal expenses. In the event court action is deemed necessary to enforce the terms and conditions set forth herein, said action shall only be brought in the District Court for the City and County of Denver, State of Colorado, and DEBTOR consents to venue and personal jurisdiction in said Court.

The SECURED PARTY shall give the DEBTOR written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the DEBTOR shall be considered in default for purposes of this Security Agreement. No default shall be waived by SECURED PARTY except in writing, and no waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security said SECURED PARTY may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but said SECURED PARTY shall retain its rights of set-off against DEBTOR.

All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of DEBTOR shall bind its heirs, executors or administrators or its successors or assigns. If there be more than one DEBTOR, their liabilities hereunder shall be joint and several.

Dated this 1<sup>st</sup> day of March 2001.

SEAL

ATTEST:

By

Pamela Collins  
Pamela Collins, Secretary

DEBTOR: Julesburg Irrigation District

By

George Dracon  
George Dracon, President



AGENCY NAME: Water Conservation Board
AGENCY NUMBER: PDA
ROUTING NUMBER: 960187

Increase \$61,750.00

## CONTRACT AMENDMENT #1

THIS AMENDMENT, made this 26 day of December 1995, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board (CWCB), hereinafter referred to as the STATE, and JULESBURG IRRIGATION DISTRICT, 114 W. 1st Street, Julesburg, Colorado 80737, hereinafter referred to as the CONTRACTOR.

### FACTUAL RECITALS

1. 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 462, Appropriation Code 323, Contract Encumbrance Number C153604; and

2. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

3. The STATE and the CONTRACTOR entered into a contract dated January 27, 1992, Contract Routing Number 92354, Contract Encumbrance Number C153604, hereinafter referred to as ORIGINAL CONTRACT, incorporated herein by reference, wherein the STATE agreed to loan to the CONTRACTOR the total amount of \$325,000 to be used for a feasibility report and for rehabilitating Julesburg Dam #4 (also referred to as Jumbo Reservoir), and the CONTRACTOR agreed to repay the loan in accordance with the terms of the ORIGINAL CONTRACT; and

4. Section 1, Chapter 230, Session Laws of Colorado, 1986 (Section 1 of Senate Bill 86-027), which authorized the original loan amount of \$325,000 to the CONTRACTOR, also states in paragraph (2) of Section 1 that "... such loans, grants, or loans and grants to be in the amounts listed in subsection (1) of this section plus or minus such amounts, if any, as may be justified by reason of ordinary fluctuations in construction costs as indicated by the engineering cost indices applicable to the types of construction involved for such projects or as may be justified by reason of changes made in the plans for a project if those changes are required by final engineering drawings and specifications or by federal or state requirements." In addition, it states "The loan for any project specified in subsection (1) of this section shall not exceed fifty percent of the total cost of constructing a project."; and

5. Section 10, Chapter 265, Session Laws of Colorado, 1994 (Section 10 of Senate Bill 94-029) amended Section 1(2) of Chapter 230, Session Laws of Colorado 1986 (referred to above as Senate Bill 86-027) states as follows "... The loan for any project specified in subsection (1) of this section shall not exceed fifty percent of the total cost of constructing a project; EXCEPT THAT THE LOAN FOR THE JUMBO RESERVOIR PROJECT MAY BE UP TO ONE HUNDRED PERCENT OF THE TOTAL COST OF THAT PROJECT."; and

6. In accordance with the Summary Minutes and Records of Decisions (page 4, item 5) of the January 19, 1994 board meeting, it is the intention of the CWCB Board to provide 100% financing of the repairs to Julesburg Dam #4; and



7. CONTRACTOR has supplied a letter dated December 8, 1993, attached hereto as **ATTACHMENT 1**, requesting an extension of the time of completion of one year to January 27, 1995, pursuant to paragraph B.3 of the ORIGINAL CONTRACT, and explaining the need and reason for the extension; and

8. The CONTRACTOR has submitted a second letter, dated September 22, 1995, attached hereto as **ATTACHMENT 2**, requesting that the time of completion be extended to January 27, 1997, for a total of three years extension past the date of completion as set forth in the ORIGINAL CONTRACT; and

9. The STATE is satisfied that the CONTRACTOR'S request for an extension of three (3) years is reasonable and necessary due to difficulties in obtaining suitable materials for the Project and due to delays caused by extensive damage to the CONTRACTOR'S facilities from flooding, as described in CONTRACTOR'S letters; and

10. CONTRACTOR has requested that the loan amount be adjusted due to ordinary fluctuations in construction costs; and

11. Pursuant to 37-41-113 CRS, the CONTRACTOR has authority to borrow money provided that said borrowing be duly approved by a majority vote of the electorate of the District and to levy assessments assuring repayment of the STATE according to the terms of the contract, and that on June 6, 1995, an election was held which resulted in a majority in favor of borrowing the additional funds for the project, attached hereto as **ATTACHMENT 3**; and

12. The STATE used the March 1994 Engineering News Record Construction Cost Index for Denver, to calculate an increase in construction costs of nineteen percent (19%) which amounts to \$61,750 based on the original loan amount of \$325,000.

**NOW THEREFORE**, it is hereby agreed that

1. Consideration for this Amendment to the ORIGINAL CONTRACT, consists of the payments which shall be made pursuant to this Amendment and the promises and agreements herein set forth.

2. This Amendment is supplemental to the ORIGINAL CONTRACT and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

3. The ORIGINAL CONTRACT is and shall be modified, altered, and changed in the following respects only:

a. Replace paragraph B.3 with the following:

**B.3.** Cause construction of the project to be completed within five (5) years of the date of this contract, in accordance with the PROJECT plans and specifications and any necessary modification(s) thereof approved by the STATE. This time may be extended by the STATE in writing if such time is insufficient because of circumstances beyond the control of the Contractor. The CONTRACTOR must produce justification of any such circumstances.

b. Replace paragraph B.13 with the following:

**B.13. Principal Amount.** The principal amount of the loan shall be the total amount of funds advanced by the STATE to the CONTRACTOR under the terms of this contract, not to exceed the amount of **\$386,750**, hereinafter referred to as **MAXIMUM LOAN AMOUNT**,

which amount includes feasibility report loan amount of Six Thousand Six Hundred Dollars (\$6,600). **Interest Rate.** The interest on the principal shall accrue at the rate of five percent (5%) per annum on all funds advanced to CONTRACTOR during PROJECT construction. **Duration.** The repayment period of this loan shall be forty (40) years. **Loan Payment.** If the amount borrowed is the MAXIMUM LOAN AMOUNT, payments would be made in forty (40) annual installments of Twenty Two Thousand Five Hundred Thirty-Nine Dollars and Eight Cents (\$22,539.08), which amount is principal and interest. The first installment shall be due and payable on the first day of the month following the month that the STATE declares that the PROJECT has been substantially completed, and yearly thereafter until the entire principal sum and any accrued interest shall have been paid. Installment payments are to be made payable to the CWCB at the address given below. **Prepayment conditions.** The BORROWER may prepay all or any of the loan at any time, without penalty. These payments will be applied first to any accrued interest and then to reduce the principal amount.

- c. Replace paragraph D.1 with the following:

D.1. Loan to the CONTRACTOR for the construction of the PROJECT an amount not to exceed the MAXIMUM LOAN AMOUNT. Said loan shall be made available to the CONTRACTOR in accordance with the following terms and conditions:

- d. Replace paragraph J with the following:

J. Upon completion of repayment to the STATE of the amount loaned and any accrued interest, as set forth in paragraph B.13 above, the STATE agrees to convey to the CONTRACTOR all of the State's right, title, and interest in and to the PROJECT and any other property described in paragraph B.14 above by deed or other proper conveyance.

- e. Append paragraph N with the following two paragraphs:

The CONTRACTOR will, within thirty (30) days prior to the end of the fourth year that the ORIGINAL CONTRACT is in effect and every five (5) years thereafter, deliver to the STATE a fully and properly executed Continuation Statement (Form UCC-3) of the security interest (UCC Security Agreement and Financing Statement) required by the ORIGINAL CONTRACT.

The MAXIMUM LOAN AMOUNT and payment thereof was addressed by the CONTRACTOR'S Resolution, attached hereto as **ATTACHMENT 4**, whereby the new loan amount was approved by a majority vote of the electorate of the District held on June 6, 1995.

- f. Paragraph R is deleted and all following paragraphs renumbered beginning with R.

4. Except for the Special Provisions of the ORIGINAL CONTRACT, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of its attachments or exhibits, and any of the provisions of the ORIGINAL CONTRACT, this Amendment shall in all respects supersede, govern, and control. The Special Provisions shall always be controlling over other provisions in the contract or amendments. The factual representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of STATE employees are presently reaffirmed.

5. 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.



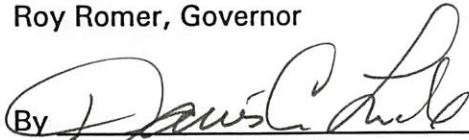
6. This amendment shall not be deemed valid or effective until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate.

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

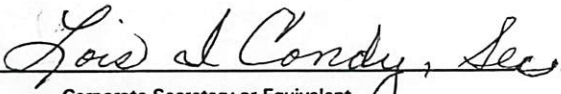
CONTRACTOR: JULESBURG IRRIGATION DISTRICT

By   
Name & Title Robert W. Kinnison, President  
Federal ID Number: 84-6000-185

State of Colorado  
Roy Romer, Governor

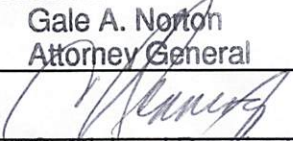

By   
For the Executive Director  
DEPARTMENT OF NATURAL RESOURCES  
COLORADO WATER CONSERVATION BOARD  
Daries C. Lile, P.E., Director

Attest (Seal)

By   
Corporate Secretary or Equivalent

#### APPROVALS

ATTORNEY GENERAL

By   
Gale A. Norton  
Attorney General  
  
C. Richard Pennington  
Assistant Attorney General  
State Services Section

STATE CONTROLLER

By \_\_\_\_\_  
\_\_\_\_\_

Julesburg.amd(12/1/95)

I hereby certify this to be  
a true and exact copy of the  
original.

By 

**PAID IN FULL**

ed of airt yltiaz yltarot l  
e was end much eoy the  
ent to yces maw lns eua e  
Jnsipho



PROPOSAL FOR ENGINEERING SERVICES  
JULESBURG RESERVOIR REHABILITATION  
FEASIBILITY REPORT

FOR  
JULESBURG IRRIGATION DISTRICT  
COLORADO WATER CONSERVATION BOARD

**PAID IN FULL**

BY  
W. W. WHEELER AND ASSOCIATES, INC.  
WATER RESOURCES ENGINEERS  
ENGLEWOOD, COLORADO

JANUARY 1991

APPENDIX A

#985.2

# The Julesburg Irrigation District

• OFFICE OF SECRETARY  
Phone 474-3737  
114 West 1st Street

JULESBURG, COLORADO

February 19, 1991

*CHIEF*  
FEB 21 1991

State Water Conservancy Board  
Attention: Frank Acre  
721 State Centennial Building  
1313 Sherman  
Denver, Colorado 80203

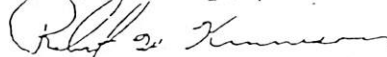
**PAID IN FULL**

Gentlemen:

The Board of the Julesburg Irrigation District has agreed to pay half of the Feasibility Study for the forthcoming repairs on the Outlet at the Jumbo Reservoir.

The Feasibility Study is to be done at an estimated cost of \$ 13 200.00, by the W.W. Wheeler and Associates Inc.

Yours truly,



Robert W. Kinnison

President

JULESBURG IRRIGATION DISTRICT

RK:lc

APPENDIX B



RESOLUTION

BE IT RESOLVED, that the Julesburg Irrigation District shall enter into the Project Contract with the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board) in the form attached hereto as Exhibit 1; and the President and Secretary are authorized to execute the Project Contract on behalf of the District.

BE IT FURTHER RESOLVED, that the District, through the above officers, borrow, under the terms of the Project Contract, the principal sum of \$325,000.00;

BE IT FURTHER RESOLVED, that the District shall make assessments sufficient to pay off the contract loan pursuant to its terms and to discharge the indebtedness;

BE IT FURTHER RESOLVED, that the District shall set aside this assessment revenue in a special fund separate and apart from other contractor revenues to assure payment of this revenue to the State;

BE IT FURTHER RESOLVED, that the officers shall execute the security agreement and financing statement required under the Project Contract.

**PAID IN FULL**

I certify that the foregoing Resolution was duly adopted by the Board of Directors of the Julesburg Irrigation District at a special meeting of the Board held on December <sup>January</sup> 10, <sup>1892</sup> 1991.

John I. Condy  
Secretary

Exhibit C

RESOL

WHEREAS the Board has authorized the execution of a Project Contract between the Julesburg Irrigation District and the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board) for the rehabilitation of Julesburg Dam No. 4, and

WHEREAS said Contract requires that, as security for the loan to be made to it by the State, the Julesburg Irrigation District shall execute a warranty deed within thirty days of the substantial completion of the rehabilitation project conveying to the State an undivided 100% of the Julesburg Dam No. 4 and appurtenant structures:

NOW, THEREFORE, BE IT RESOLVED: That as security for the loan to be made to the Julesburg Irrigation District by the State of Colorado, the President and Secretary of the District are authorized and instructed to execute a warranty deed conveying to the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board) an undivided 100% interest in the Julesburg Dam No. 4 and appurtenant structures, which deed shall be executed within thirty days of the substantial completion of the project.

I certify that the foregoing Resolution was duly adopted by the Board of Directors of the Julesburg Irrigation District at a special meeting of the Board held on March 10, 1992.

*Lois J. Condie*  
Secretary

Exhibit D

**PAID IN FULL**



The Julesburg Irrigation District  
Dam No. 4

Principal \$325,000.00  
Interest 0.05  
Term 40 YEARS  
Once-a-Year Payment \$18,941.00

PERIOD	PRINCIPAL	PAYMENT	INTEREST	PRINCIPAL REPAYMENT
1	\$325,000.00	\$18,941.00	\$16,250.75	\$2,690.25
2	322,309.75	18,941.00	16,116.23	2,824.77
3	319,484.98	18,941.00	15,974.98	2,966.02
4	316,518.96	18,941.00	15,826.68	3,114.32
5	313,404.64	18,941.00	15,670.95	3,270.05
6	310,134.60	18,941.00	15,507.44	3,433.56
7	306,701.04	18,941.00	15,335.76	3,605.24
8	303,095.80	18,941.00	15,155.49	3,785.51
9	299,310.29	18,941.00	14,966.20	3,974.80
10	295,335.49	18,941.00	14,767.45	4,173.55
11	291,161.94	18,941.00	14,558.77	4,382.23
12	286,779.71	18,941.00	14,339.65	4,601.35
13	282,178.36	18,941.00	14,109.57	4,831.43
14	277,346.93	18,941.00	13,867.98	5,073.01
15	272,273.91	18,941.00	13,614.32	5,326.68
16	266,947.24	18,941.00	13,347.98	5,593.02
17	261,354.21	18,941.00	13,068.31	5,872.69
18	255,481.53	18,941.00	12,774.66	6,166.34
19	249,315.19	18,941.00	12,466.33	6,474.67
20	242,840.52	18,941.00	12,142.59	6,798.41
21	236,042.11	18,941.00	11,802.65	7,138.35
22	228,903.76	18,941.00	11,445.71	7,495.28
23	221,408.48	18,941.00	11,070.93	7,870.07
24	213,538.41	18,941.00	10,677.41	8,263.59
25	205,274.82	18,941.00	10,264.21	8,676.79
26	196,598.04	18,941.00	9,830.35	9,110.64
27	187,487.39	18,941.00	9,374.80	9,566.20
28	177,921.19	18,941.00	8,896.47	10,044.53
29	167,876.66	18,941.00	8,394.22	10,546.78
30	157,329.88	18,941.00	7,866.86	11,074.14
31	146,255.74	18,941.00	7,313.12	11,627.88
32	134,627.87	18,941.00	6,731.70	12,209.30
33	122,418.57	18,941.00	6,121.21	12,819.79
34	109,598.78	18,941.00	5,480.19	13,460.81
35	96,137.97	18,941.00	4,807.12	14,133.88
36	82,004.09	18,941.00	4,100.39	14,840.61
37	67,163.49	18,941.00	3,358.33	15,582.67
38	51,580.82	18,941.00	2,579.16	16,361.84
39	35,218.98	18,941.00	1,761.03	17,179.97
40	18,039.01	18,941.00	901.99	18,039.01

**PAID IN FULL**

SCHEDULE A  
COLORADO WATER CONSERVATION BOARD  
CONSTRUCTION FUND PROGRAM PROCEDURES

1. Board approval of engineering firm and engineering agreement between engineering firm and project sponsor.
2. Preparation of detailed plans and specifications for authorized projects by consulting engineering firm.
3. Approval of detailed plans and specifications by Board staff (plans and specifications for storage dams and reservoirs must also be approved by State Engineer's office).
4. Board staff approval of bidding for the project. Board staff present at bid opening for construction.
5. Project sponsor may issue the notice of award and the notice to proceed with construction to the contractor (both notices must be approved by the Board staff before they are issued).
6. Conduct a pre-construction conference. Approval of construction schedule by Board staff.
7. Construction commences. The Board staff makes periodic inspections during construction. All change orders must be approved by the Board staff in advance and before any construction on change items can commence. Emergency items cleared by telephone.
8. The consulting engineer certifies that the project has been completed according to approved drawings and specifications and arranges for final inspection.
9. Final inspection and acceptance of as-built project by Board staff.
10. Submittal of as-built drawings to Board staff for approval and filing.

**PAID IN FULL**



## Repayment Schedule

*Borrower:* JULESBURG IRRIGATION DISTRICT

*Project:* JULESBURG DAM #4

*Principal:* \$386,750

*Annual Payment:* \$22,539.08

*Interest:* 5%

*Term:* 40 years

Period	Loan Balance	Annual Payment	Amount to Interest	Amount to Principal
1	\$386,750.00	\$22,539.08	\$19,337.50	\$3,201.58
2	383,548.42	22,539.08	19,177.42	3,361.66
3	380,186.76	22,539.08	19,009.34	3,529.74
4	376,657.02	22,539.08	18,832.85	3,706.23
5	372,950.80	22,539.08	18,647.54	3,891.54
6	369,059.26	22,539.08	18,452.96	4,086.12
7	364,973.14	22,539.08	18,248.66	4,290.42
8	360,682.72	22,539.08	18,034.14	4,504.94
9	356,177.78	22,539.08	17,808.89	4,730.19
10	351,447.59	22,539.08	17,572.38	4,966.70
11	346,480.89	22,539.08	17,324.04	5,215.03
12	341,265.85	22,539.08	17,063.29	5,475.79
13	335,790.06	22,539.08	16,789.50	5,749.58
14	330,040.49	22,539.08	16,502.02	6,037.05
15	324,003.43	22,539.08	16,200.17	6,338.91
16	317,664.53	22,539.08	15,883.23	6,655.85
17	311,008.68	22,539.08	15,550.43	6,988.65
18	304,020.03	22,539.08	15,201.00	7,338.08
19	296,681.95	22,539.08	14,834.10	7,704.98
20	288,976.97	22,539.08	14,448.85	8,090.23
21	280,886.74	22,539.08	14,044.34	8,494.74
22	272,392.00	22,539.08	13,619.60	8,919.48
23	263,472.52	22,539.08	13,173.63	9,365.45
24	254,107.07	22,539.08	12,705.35	9,833.73
25	244,273.34	22,539.08	12,213.67	10,325.41
26	233,947.93	22,539.08	11,697.40	10,841.68
27	223,106.25	22,539.08	11,155.31	11,383.77
28	211,722.48	22,539.08	10,586.12	11,952.95
29	199,769.53	22,539.08	9,988.48	12,550.60
30	187,218.92	22,539.08	9,360.95	13,178.13
31	174,040.79	22,539.08	8,702.04	13,837.04
32	160,203.75	22,539.08	8,010.19	14,528.89
33	145,674.86	22,539.08	7,283.74	15,255.34
34	130,419.53	22,539.08	6,520.98	16,018.10
35	114,401.42	22,539.08	5,720.07	16,819.01
36	97,582.42	22,539.08	4,879.12	17,659.96
37	79,922.46	22,539.08	3,996.12	18,542.96
38	61,379.50	22,539.08	3,068.98	19,470.10
39	41,909.40	22,539.08	2,095.47	20,443.61
40	21,465.79	22,539.08	1,073.29	21,465.79
Totals		\$901,563.15	\$514,813.15	\$386,750.00

PAID IN FULL

# The Julesburg Irrigation District

Dam No. 4

Once-a-Year Payment

Principal \$325,000.00  
Interest 0.05  
Term 40 YEARS

Payment

\$18,941.00

PERIOD	PRINCIPAL	PAYMENT	INTEREST	PRINCIPAL REPAYMENT
1	\$325,000.00	\$18,941.00	\$16,250.75	\$2,690.25
2	322,309.75	18,941.00	16,116.23	2,824.77
3	319,484.98	18,941.00	15,974.98	2,966.02
4	316,518.96	18,941.00	15,826.68	3,114.32
5	313,404.64	18,941.00	15,670.95	3,270.05
6	310,134.60	18,941.00	15,507.44	3,433.56
7	306,701.04	18,941.00	15,335.76	3,605.24
8	303,095.80	18,941.00	15,155.49	3,785.51
9	299,310.29	18,941.00	14,966.20	3,974.80
10	295,335.49	18,941.00	14,767.45	4,173.55
11	291,161.94	18,941.00	14,558.77	4,382.23
12	286,779.71	18,941.00	14,339.65	4,601.35
13	282,178.36	18,941.00	14,109.57	4,831.43
14	277,346.93	18,941.00	13,867.98	5,073.01
15	272,273.91	18,941.00	13,614.32	5,326.68
16	266,947.24	18,941.00	13,347.98	5,593.02
17	261,354.21	18,941.00	13,068.31	5,872.69
18	255,481.53	18,941.00	12,774.66	6,166.34
19	249,315.19	18,941.00	12,466.33	6,474.67
20	242,840.52	18,941.00	12,142.59	6,798.41
21	236,042.11	18,941.00	11,802.65	7,138.35
22	228,903.76	18,941.00	11,445.71	7,495.28
23	221,408.48	18,941.00	11,070.93	7,870.07
24	213,538.41	18,941.00	10,677.41	8,263.59
25	205,274.82	18,941.00	10,264.21	8,676.79
26	196,598.04	18,941.00	9,830.35	9,110.64
27	187,487.39	18,941.00	9,374.80	9,566.20
28	177,921.19	18,941.00	8,896.47	10,044.53
29	167,876.66	18,941.00	8,394.22	10,546.78
30	157,329.88	18,941.00	7,866.86	11,074.14
31	146,255.74	18,941.00	7,313.12	11,627.88
32	134,627.87	18,941.00	6,731.70	12,209.30
33	122,418.57	18,941.00	6,121.21	12,819.79
34	109,598.78	18,941.00	5,480.19	13,460.81
35	96,137.97	18,941.00	4,807.12	14,133.88
36	82,004.09	18,941.00	4,100.39	14,840.61
37	67,163.49	18,941.00	3,358.33	15,582.67
38	51,580.82	18,941.00	2,579.16	16,361.84
39	35,218.98	18,941.00	1,761.03	17,179.97
40	18,039.01	18,941.00	901.99	18,039.01

PAID IN FULL



PROJECT  
CONTRACT  
and Promissory Note

DEPARTMENT OR AGENCY NAME
Water Conservation Bd.
DEPARTMENT OR AGENCY NUMBER
PDA
ROUTING NUMBER
92354

\$318,400

THIS CONTRACT, made this 27<sup>th</sup> day of January, 1992, 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 Julesburg Irrigation District, 114 West 1st St., Julesburg, CO 80737, hereinafter referred to as the contractor/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 462, Appropriation 323, Organization YYYY, Program WTRC Contract Encumbrance Number, C153604; and

obj code 5110

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

WHEREAS, pursuant to the provisions of 37-60-119 and 37-60-120, Colorado Revised Statutes, the State is authorized to loan money for the construction of water projects for the benefit of the people of the State provided that the Contractor assures repayment of that money; and

WHEREAS, the Contractor is a duly constituted Irrigation District in the State of Colorado and it wishes to rehabilitate its Julesburg Dam No. 4 facility, hereinafter sometimes called the project, for the benefit of The Julesburg Irrigation District, located in Sedgwick County, Colorado, at an estimated cost of Three Hundred Eighteen Thousand Four Hundred Dollars (\$318,400); and

WHEREAS, on May 28, 1991, the parties entered into a feasibility report contract. A feasibility investigation of said project was conducted and the State has determined that such a project is technically and financially feasible; and

WHEREAS, on January 27, 1992, the State and the Contractor entered into a termination contract, attached hereto as Exhibit A, which terminated the feasibility report contract previously entered into between the parties, attached hereto as Exhibit B; and

WHEREAS, the termination contract provides that the Contractor will repay to the State the principal amount of Six Thousand Six Hundred Dollars (\$6,600) under the terms and conditions of that Exhibit A termination contract in consideration of the State's partial financing of the feasibility report for the project pursuant to the Exhibit B feasibility report contract; and

WHEREAS, the State now desires by this project contract to loan money for the construction of said project upon mutually agreeable terms and conditions, subject to the availability of funding for that purpose; and

WHEREAS, the State and the Contractor agree that the repayment of the feasibility report funding shall be consolidated with the repayment of the project construction loan; and

WHEREAS, pursuant to 37-41-113, CRS, the Contractor has authority to contract to borrow money provided that said borrowing be duly approved by a majority vote of the electorate of the District and to levy assessments assuring repayment of the State according to the terms of the contract; and



WHEREAS, a special election on April 16, 1991, resulted with a 50 to 5 majority for borrowing the funds for this project as required by 37-41-113, CRS; and

WHEREAS, pursuant to section 1 of chapter 32, Session Laws of Colorado 1987, as amended by S.B. 86-27, the State has been authorized to loan Three Hundred Twenty-Five Thousand Dollars (\$325,000) for construction of the project, including the cost of the feasibility report; and

WHEREAS, the Contractor or Borrower understands that this Contract is also a promissory note for the repayment of funds loaned to the Borrower according to the terms set forth herein.

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

A. The State and the Contractor have previously entered into a termination contract, attached hereto as Exhibit A, and a feasibility report contract, attached hereto as Exhibit B. Exhibits A and B are incorporated by reference herein.

B. The Contractor agrees that it shall:

1. Employ an engineering firm (hereinafter referred to as the Consultant) to prepare project plans and specifications for the project. Both the Consultant and the project plans and specifications must be approved in writing by the State before construction on the project can commence. For purposes of this paragraph, "construction" includes any real estate and water rights acquisitions.

2. Contract for the construction of said project to a responsible and capable firm or firms (hereinafter referred to as Construction Firm or Firms), which Construction Firms shall be selected by the Contractor through competitive public bidding. The State must approve in writing all contracts before they can become effective.

3. Cause construction of the 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(s) thereof approved by the State. This time may be extended by the State in writing if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor. The Contractor must produce documented justification of any such acts or circumstances.

4. Require all Construction Firms and their subcontractors to indemnify the State and the Contractor against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by any acts or omissions of those parties or sustained in connection with the performance of any contract related to the project or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

5. Require all Construction Firms and their subcontractors to maintain during the term of their contracts for project construction the following:

a. Workmen's compensation and employers' liability insurance in the required statutory amounts.

b. Automobile liability insurance for all vehicles, and comprehensive general liability insurance, both in at least the following amounts:



(1) For any injury to one person in any single occurrence, the sum of Five Hundred Thousand Dollars (\$500,000).

(2) For any injury to two or more persons in any single occurrence, the sum of One Million Dollars (\$1,000,000).

(3) For any damage to property, the sum of Four Hundred Thousand Dollars (\$400,000) for each occurrence.

Said general liability insurance shall name the Contractor and the State as co-insureds. No payments shall be made to the Contractor under this contract unless copies of current certificates of all such insurance have been obtained by the Contractor and filed with the State. Such filing of current certificates shall be accomplished before the beginning of construction. Notices of renewals of said policies shall also be filed with the State as they occur.

6. Permit periodic inspection of construction by authorized representatives of the State during and after construction.

7. Without expense to the State, manage, operate, and maintain the project continuously in an efficient and economical manner, and assume all legal liability for such management, operation, and maintenance. The Contractor agrees to indemnify and hold the State harmless from any liability incurred by the State as a result of the State's interest in the project facilities and any other property identified in paragraph B.14. below. The Contractor shall maintain comprehensive general liability insurance covering the management, operation, and maintenance of the project from the time it accepts the constructed project as substantially completed until it completes repayment to the State, in at least the following amounts:

a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).

b. For any injury to two or more persons in any single occurrence, the sum of Four Hundred Thousand Dollars (\$400,000).

c. For any damage to property, the sum of Four Hundred Thousand Dollars (\$400,000) for each occurrence.

Said general liability insurance shall name the State as a co-insured. A copy of a certificate of said liability insurance must be filed with the State prior to the start of the operation of the project system. Such certificate shall be incorporated herein as part of this contract.

8. Make the services of said project available within its capacity to all qualified 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), whether for one or more classes of service, in accordance with a schedule of such charges formally adopted by the Contractor through its Board of Directors, as may be modified from time to time. The initial rate schedule must be approved in writing by the State before any such charges are initially assessed. Thereafter, the Contractor may, subject to the approval of the State, make such modifications to the rate



schedule as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the system, including repayment of the State, as long as the rate schedule remains reasonable and non-discriminatory.

9. Pursuant to Article 41 of Title 37 and Article 43 of Title 37, CRS, adjust its operating costs and service charges and levy assessments from time to time as necessary, upon written notice from the State, to provide sufficient funds for adequate operation and maintenance, emergency repair services, obsolescence reserves, and debt reserves, and to assure repayment of the project loan to the State as provided herein. Should the stockholders fail to set any assessment, the Contractor shall establish an adequate assessment for purposes of this contract pursuant to Article 41 of Title 37, CRS.

10. Pursuant to Article 41 of Title 37 and Article 43 of Title 37, CRS, have its Board of Directors take all necessary actions consistent therewith to adopt an order or a resolution authorizing the Contractor to contract this loan debt, and authorizing the President and the Secretary to pay the indebtedness. Such orders shall be attached hereto as Exhibit C and included herein. The Contractor, through a majority vote of its Board of Directors, shall also authorize the warranty deed security interest required by the State in paragraph B.14. below. Such authorization shall be attached hereto and incorporated herein as Exhibit D. The above conditions must be performed by the Contractor prior to the State performance under this contract.

11. Pursuant to Article 41 of Title 37 and Article 43 of Title 37, CRS, through its Board of Directors, take all necessary actions consistent therewith to levy assessments to raise sufficient funds to pay this contract loan debt in a timely manner and as required by the terms and conditions herein to assure repayment of the project loan to the State. In the event that the assessment(s) levied by the Contractor, or the revenues resulting therefrom, are or become insufficient to assure repayment of the State as required by the terms and conditions herein, then the Contractor, upon written notice thereof from the State, shall immediately take all necessary action consistent with Article 41 of Title 37 and Article 43 of Title 37, CRS, including but not limited to additional assessments, to raise sufficient revenue to assure repayment of the project loan to the State.

12. Provide the State with such periodic reports as the State may require and permit periodic inspections of its operations and accounts by a designated representative of the State.

13. Repay to the State the total sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000), which includes the project loan amount and the Six-Thousand-Six-Hundred-Dollar (\$6,600) feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in constant annual installments of Eighteen Thousand Nine Hundred Forty-One Dollars (\$18,941) each, for forty (40) years, as shown in Exhibit E, attached hereto and incorporated by reference herein, which first installment shall be due and payable on the first day of the month next succeeding the month in which the State determines that the project has been substantially completed, and yearly thereafter until the entire principal sum and interest shall have been paid. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado.

14. As security for the loan to be made to it by the State,



execute a warranty deed within thirty (30) days of the substantial completion of the project that shall convey to the State an undivided one hundred percent (100%) of the following:

Julesburg Dam No. 4 and appurtenant structures.

15. Obtain and maintain general fire and hazard insurance on the project in an amount not less than the outstanding amount of the loan made by the State to the Contractor until the Contractor has repaid the loan in full under the terms of paragraph B.13. above. The State shall be the sole insured of this policy. The Contractor shall submit certificates of insurance evidencing such insurance policies to the State at the signing of this contract. Notices of renewals of said policies shall also be filed with the State as they occur. The outstanding loan amount payable to the State shall be reduced in the amount of any payments made to the State under this insurance coverage. If only a portion of the outstanding loan amount is paid to the State under this policy, the number of installment payments shall remain unchanged; however, the amount of each payment shall be reduced.

16. Comply with the Construction Fund Program Procedures attached hereto as Exhibit F and incorporated by reference herein.

17. Comply with the provisions of section 37-60-120, Colorado Revised Statutes, and any other applicable statutes, procedures, requirements, rules, or regulations which the State has.

18. Not sell, convey, assign, grant, transfer, mortgage, pledge, encumber, or otherwise dispose of the project or any portion thereof, so long as any of the annual installments required by paragraph B.13. above remain unpaid, without the prior written concurrence of the State.

C. Upon default in the payments herein set forth to be made by the Contractor, or default 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 project herein described and such expenses as may be necessary to cure the cause of default; (c) take possession of the project, repair, maintain, and operate or lease it; (d) act upon the security (described in paragraph B.14. above) conveyed to the State; (e) take action to enforce paragraphs B.11. and 13. above; and/or (f) take any other appropriate legal action. All remedies described herein may be simultaneously or selectively and successively enforced. 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 ensure compliance with provisions of this contract and the laws and regulations under which this contract is entered into.

D. The State agrees that it shall:

1. Loan to the Contractor for the construction of the project an amount not to exceed Three Hundred Eighteen Thousand Four Hundred Dollars (\$318,400). Said Three Hundred Eighteen Thousand Four Hundred Dollars (\$318,400) shall be made available to the Contractor in accordance with the following terms and conditions:



a. Commencing ten (10) days from the date of this contract and for every month thereafter until said project has been completed, the Contractor shall prepare, with the assistance of the Consultant referred to in paragraph B.1. above, an estimate of the funds required 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 approval 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.

c. Project construction costs eligible for payment by the State shall be limited to the cost of:

(1) Preparing final designs and specifications for the project.

(2) Preparing bid and construction contract documents.

(3) Preparing environmental assessment or environmental impact statements, and otherwise complying with the federal National Environmental Policy Act.

(4) Complying with all federal, State, and local regulatory requirements, including the obtaining of all required permits.

(5) Land and water rights acquisitions needed for the project, including the necessary appraisals and evaluations.

(6) Fish and wildlife mitigation measures required by federal, State, or local laws and regulations.

PAID IN FULL

(7) Actual construction as called for in the bid documents and in Change Orders approved by the Consultant, the Contractor, the Construction Firm, and the State.

(8) Engineering services for construction management, including design and construction management for State-approved Change Orders.

(9) All legal services approved in advance, including, but not limited to, the following:

(a) Reviewing engineering services contracts.

(b) Reviewing this contract.

(c) Reviewing construction contract documents.

(d) Acquiring the land and water rights needed for the project.

(e) Complying with all federal State, and local regulatory requirements.

Legal services must be approved by the State in writing before they are rendered to be eligible for payment by the State.



2. Provide 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.

E. This contract is not assignable by the Contractor except with the prior written approval of the State.

F. The parties to this contract intend that the relationship between them contemplated by this contract is that of lender-borrower, not employer-employee. No agent, employee, or servant of the Contractor shall be, or shall be deemed to be, an employee, agent, or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, engineering firms, construction firms, and subcontractors during the performance of this contract.

G. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws and regulations that have been or may hereafter be established.

H. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to State fiscal rules.

I. In its sole discretion, the State may at any time and in writing 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.

J. Upon completion of repayment to the State in the amount of Seven Hundred Fifty-Seven Thousand Six Hundred Forty Dollars (\$757,640), as set forth in paragraph B.13. above of this contract, the State agrees to convey to the Contractor all of the State's right, title, and interest in and to the project and any other property described in paragraph B.14. above by deed or other proper conveyance.

K. The Colorado Water Conservation Board, its agents and employees, is hereby designated as the agent of the State for the purpose of this contract.

L. The Contractor agrees and understands that sections 37-60-119 through 37-60-122, CRS, as amended, require that the loan of money by the State to the Contractor for this water project be conditioned upon the repayment of the loan to the State. The Contractor hereby agrees to take any and all actions necessary to guarantee such repayment as provided herein including, without being limited to, the actions specified in this contract.

M. The Contractor agrees that the specific revenues to be pledged to repay the State shall include, without being limited



to, an assessment levied for that purpose as authorized by Resolution of the Contractor. The Contractor hereby pledges such assessment revenues to repay the State loan, warrants that these revenues will not be used for any other purpose, and agrees to provide the State a perfected security interest in the form provided by the State irrevocably pledging such revenues on the date of execution of this contract.

N. The Contractor warrants that it has duly passed, or will pass, a Resolution (Exhibit C) by its Board of Directors authorizing: the Contractor to enter into this contract with the State to borrow the principal sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000); to make assessment(s) sufficient to pay off this contract loan pursuant to its terms and to discharge this lawful indebtedness; to set aside this assessment revenue in a special fund separate and apart from other Contractor revenues to assure repayment of this revenue to the State; and to sign a security interest in such assessment revenues in favor of the State to secure the repayment. Copies of such security interest (Uniform Commercial Code--Security Agreement and Uniform Commercial Code--Financing Statement) shall be attached hereto and incorporated herein as Exhibits G and H, respectively. The Resolution of the Contractor and the security interest of the Contractor are conditions precedent to State performance.

O. The Contractor warrants that in the event of a default by the Contractor in the repayment to the State, and upon written notice thereof from the State, the Contractor shall, pursuant to Article 41 of Title 37 and Article 43 of Title 37, CRS, immediately take all necessary actions to levy an additional assessment and to pledge additional revenues in a sufficient amount and in a timely manner to cure the default and to repay the State as required by the contract. Such additional revenues shall be deemed covered by the existing security interest.

P. The Contractor warrants that the security interest executed by the Contractor in favor of the State to secure repayment of this loan is a valid security interest which shall be binding against the Contractor and that the Contractor has perfected this security interest such that the State has priority over all other competing claims for such secured revenues.

Q. The Contractor warrants that by acceptance of the loan money pursuant to the terms of this contract and by the Contractor's representation herein, the Contractor shall be estopped from asserting for any reason that it is not authorized or obligated to repay the loan money to the State as required by this contract.

R. No monies will become available from this contract unless an equal amount is made available by the Contractor, as the equal cost-share for the project.

S. All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

1. For the State:  
David Walker, Director  
Colorado Water Conservation Board  
721 State Centennial Building  
1313 Sherman Street  
Denver, CO 80203  
Attn: Frank Akers

2. For the Contractor:  
The Julesburg Irrigation  
District  
114 W. 1st Street  
Julesburg, CO 80737  
Attn: Alex Gerk  
President



## SPECIAL PROVISIONS

### 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 fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

### BOND REQUIREMENT

3. If this contract involved the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before entering 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 payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with 38-26-106 CRS, as amended.

### INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### 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 (24-34-402, CRS 1988 Replacement Vol.), 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 advertising; 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.

(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 agreements or other contract or understanding, notice to be provided by the contracting officer, advertising 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 organizations, 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 handicap, race, creed, color, sex, age, national origin, or ancestry. ( 24-34-402 (1) (c) )

(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 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. ( 24-34-402 (1) (e) )

(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 others 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 paragraph (1) through (8) in every sub-contract, subcontractor and purchase order, pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor 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

6a. Provisions of 8-17-101 & 102, CRS 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.

b. When construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (section 8-19-102, CRS).

#### 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. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. 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), CRS 1986 Replacement Vol., and that no violation of such provisions is present.

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

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

Contractor: **THE JULESBURG  
IRRIGATION DISTRICT**

(Full Legal Name) Robert W. Kennison

Position (Title) President  
84-6000185

Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By Lois J. Condy  
Corporation Secretary, or Equivalent, Town/City/County/Clerk

ATTORNEY GENERAL **GALE A. NORTON**  
By DAVID M. KAYE  
FIRST ASSISTANT ATTORNEY GENERAL  
LEGAL LEGAL SERVICES

STATE OF COLORADO  
**ROY ROMER, GOVERNOR**

By Sara Duncan  
\*5 EXECUTIVE DIRECTOR

DEPARTMENT  
OF

For the Executive Director  
DEPARTMENT OF NATURAL RESOURCES  
(COLO. WATER CONSERVATION BOARD  
SARA DUNCAN, ACTING DIRECTOR)

APPROVALS

CONTROLLER By Chris A. Arizola  
**CLIFFORD W. HALL**

**PAID IN FULL**



TERMINATION  
CONTRACT

DEPARTMENT OR AGENCY NAME Water Conservation Bd.
DEPARTMENT OR AGENCY NUMBER PDA
ROUTING NUMBER

No Encumbrance  
Terminates C-153591

THIS CONTRACT, made this 27<sup>th</sup> day of January, 1992, 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 Julesburg Irrigation District,  
114 West 1st Street, Julesburg, CO 80737,  
hereinafter referred to as the contractor/Contractor or Borrower.

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 N/A, Appropriation N/A, Organization N/A, Program N/A Contract Encumbrance Number, N/A; and

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

WHEREAS, the State and the Contractor entered into a contract on May 28, 1991 (attached as Exhibit B and incorporated by reference herein), which contract shall hereinafter be referred to as the "feasibility report contract," in which the State agreed to pay the Contractor Six Thousand Six Hundred Dollars (\$6,600) for the purpose of partially funding a feasibility report concerning the Julesburg Dam No. 4; and

WHEREAS, the feasibility report contract provided in part the following terms:

5. In consideration of the State assuming a portion of the cost of the preparation of the said project feasibility report, the Contractor shall pay to the State the sum of Eight Thousand Five Hundred Forty-Seven Dollars (\$8,547) provided that construction of the subject water project is initiated within ten (10) years of the date of this contract. The Contractor shall fulfill this obligation irrespective of how, or by whom, the subject water project is financed or paid for so long as construction is initiated within the specified time.

6. In the event the Contractor must make payment pursuant to the terms of paragraph 5. above, then the said sum of Eight Thousand Five Hundred Forty-Seven Dollars (\$8,547) shall be payable in ten (10) equal installments of Eight Hundred Fifty-Four Dollars and Seventy Cents (\$854.70) each, the first installment to be due and payable upon the January 1st next succeeding the initiation of construction on the said water project. Subsequent payments shall be due and payable on January 1st of each year thereafter.

WHEREAS, the State and the Contractor intend to enter into a separate contract (hereinafter referred to as the "project contract") in which the State will loan the Contractor money for the purpose of rehabilitating its Julesburg Dam No. 4; and

WHEREAS, initiation of construction to perform this rehabilitation work will create an obligation on the part of the Contractor to make payments under the terms, specifically paragraph Nos. 5. and 6., of the existing feasibility report contract; and

WHEREAS, the parties agree that it would be mutually beneficial to terminate the Contractor's separate Eight-Thousand Five-Hundred-Forty-Seven-Dollar (\$8,547) obligation under the

EXHIBIT A

g1081.con

feasibility report contract provided that the repayment of the Six Thousand Six Hundred Dollars (\$6,600) (which represents the principal amount provided by the State for the purpose of partially funding the feasibility report for the dam rehabilitation) will be integrated with the Contractor's repayment of the construction loan of the project contract, which will be executed contemporaneously with and immediately prior to the execution of this termination contract.

NOW, THEREFORE it is hereby agreed that:

1. The feasibility report contract entered into between the State and the Contractor on May 28, 1991 (attached as Exhibit B and incorporated by reference herein), Contract Encumbrance No. C-153591, is hereby terminated and the remaining obligations of the State and the Contractor under the terms of that contract are no longer enforceable.

2. The Contractor agrees to the following terms for the repayment of Six Thousand Six Hundred Dollars (\$6,600), which represents the principal amount provided by the State as partial financing for the feasibility report under the terms of the feasibility report contract:

a. The Six Thousand Six Hundred Dollars (\$6,600) referred to above will be added to that amount loaned to the Contractor by the State under the project contract for the rehabilitation of the Julesburg Dam No. 4.

b. The total amount described in paragraph 2.a. above and interest for the full term will be repaid under the terms of the project contract to be entered into between the State and the Contractor.

3. This termination of the feasibility report contract will not be effective until such time as a valid and enforceable project contract containing the terms of paragraph 2. above is in effect for the rehabilitation of the Julesburg Dam No. 4.

PAID IN FULL



## SPECIAL PROVISIONS

### 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 fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

### BOND REQUIREMENT

3. If this contract involved the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before entering 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 execute 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, provendor 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 payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with 38-26-106 CRS, as amended.

### INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### 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 (24-34-402, CRS 1988 Replacement Vol.), 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 advertising; 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.

(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 agreements or other contract or understanding, notice to be provided by the contracting officer, advertising 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 organizations, 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 handicap, race, creed, color, sex, age, national origin, or ancestry. ( 24-34-402 (1) (c) )

(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 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. ( 24-34-402 (1) (e) )



(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 others 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 paragraph (1) through (8) in every sub-contract, subcontractor and purchase order, pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor 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

6a. Provisions of 8-17-101 & 102, CRS 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.

b. When construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (section 8-19-102, CRS).

#### 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. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. 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), CRS 1986 Replacement Vol., and that no violation of such provisions is present.

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

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

Contractor: THE JULESBURG  
 (Full Legal Name) IRRIGATION DISTRICT

Robert W. Kennison

Position (Title) President  
84-6000185

Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By Lois J. Condy  
 Corporation Secretary, or Equivalent, Town/City/County Clerk

ATTORNEY GENERAL GALE A. NORTON  
 By DAVID M. RAYE  
 FIRST ASSISTANT ATTORNEY GENERAL  
 GENERAL LEGAL SERVICES

STATE OF COLORADO  
 ROY ROMER, GOVERNOR

By Sara Duncan  
 \*5 EXECUTIVE DIRECTOR

DEPARTMENT  
 OF

For the Executive Director  
 DEPARTMENT OF NATURAL RESOURCES  
 (COLO. WATER CONSERVATION BOARD  
 SARA DUNCAN, ACTING DIRECTOR)

APPROVALS  
 CONTROLLER By Chris A. Quinello  
CLIFFORD W. HALL

**PAID IN FULL**



STATE OF COLORADO

UNIFORM COMMERCIAL CODE — SECURITY AGREEMENT

Debtor:

Name: Julesburg Irrigation District

Address:

Residence: R.N. Court House Square No. 315 Cedar Street City Julesburg State CO 80737  
Business: 114 West 1st Street No. Street City State

Secured Party: State of Colorado for the use and benefit of the  
Name: Colorado Water Conservation Board

Address: 1313 Sherman St., Room 721 No. Street City Denver State CO 80203

Debtor, for consideration, hereby grants to Secured Party a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor (hereinafter called the "COLLATERAL"):

All revenues derived from assessments to repay indebtedness on the Julesburg Dam No. 4 and all appurtenant structures thereto in the Debtor's irrigation system approved by the Board of Directors pursuant to CRS 37-41-123.

To secure payment of the indebtedness evidenced by \_\_\_\_\_ certain promissory note \_\_\_\_ of even date herewith, payable to the Secured Party, or order, as follows:

Pursuant to the Project Contract of even date herewith in the principal sum of \$325,000 payable with interest at the rate of 5% per annum in constant annual installments of \$18,941 for 40 years.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrances; and that Debtor will defend the Collateral against all claims and demands of all persons at anytime claiming the same or any interest therein.

2. The Collateral is used or bought primarily for:

- ☐ Personal, family or household purposes;  
☒ Use in farming operations;  
☐ Use in business.

922036840 \$10.00  
505 05-20-92 13:36

3. That Debtor's residence is as stated above, and the Collateral will be kept at

R.N. Court House Sq. 315 Cedar No. and Street 114 West 1st Street City Julesburg County Sedgwick State Colorado

4. If any of the Collateral is crops, oil, gas, or minerals to be extracted or timber to be cut, or goods which are or are to become fixtures, said Collateral concerns the following described real estate situate in the \_\_\_\_\_ County of \_\_\_\_\_ and State of Colorado, to wit:

PAID IN FULL

EXHIBIT G

5. Promptly to notify Secured Party of any change in the location of the Collateral.
6. To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.
7. Not to permit or allow any adverse lien, security interest or encumbrance whatsoever upon the Collateral and not to permit the same to be attached or replevined.
8. That the Collateral is in good condition, and that he will, at his own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and that the Secured Party may examine and inspect the Collateral at any time, wherever located.
9. That he will not use the Collateral in violation of any applicable statutes, regulations or ordinances.
10. The Debtor will keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as the Secured Party may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods, and written by such companies or underwriters as the Secured Party may approve, losses in all cases to be payable to the Secured Party and the Debtor as their interest may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to the Secured Party; and the Debtor shall furnish the Secured Party with certificates of such insurance or other evidence satisfactory to the Secured Party as to compliance with the provisions of this paragraph. The Secured Party may act as attorney for the Debtor in making, adjusting and settling claims under or cancelling such insurance and endorsing the Debtor's name on any drafts drawn by insurers of the Collateral.

UNTIL DEFAULT Debtor may have possession of the Collateral and use it in any lawful manner, and upon default Secured Party shall have the immediate right to the possession of the Collateral.

DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions:

- (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- (b) the making or furnishing of any warranty, representation or statement to Secured Party by or on behalf of Debtor which proves to have been false in any material respect when made or furnished;
- (c) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy seizure or attachment thereof or thereon;
- (d) death, dissolution, termination or existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against Debtor or any guarantor or surety for Debtor.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security said Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but said Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of set-off against Debtor.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

Date this 10th day of January, 19 92.

Debtor: Julesburg Irrigation District

Secured Party: \* Colorado Water Conservation Board



FEE \$10.00

INSTRUCTIONS ON REVERSE SIDE

UCC-1 OCR

FORM COMMERCIAL CODE  
FINANCING STATEMENT

002

1ST DEBTOR  
(PERSONAL)S.S. No./FED Tax I.D. x 84-6000185Last Name x First & Middle Name x1ST DEBTOR (BUSINESS) Name x Julesburg Irrigation DistrictStreet x 114 West 1st Street City x Julesburg State x CO Zip x 80737**THIS DOCUMENT MUST  
BE TYPED IN BLACK**SECRETARY OF STATE • 1560 Broadway, Ste. 200, Denver, CO 80202  
(303) 894-2200 EXT 7922036840 \$10.00  
303 05-20-92 13:362ND DEBTOR  
(PERSONAL)☐ Additional debtor(s) on attachmentS.S. No./FED Tax I.D. xLast Name x First & Middle Name x2ND DEBTOR (BUSINESS) Name xStreet x City x State x Zip x1ST SECURED  
PARTY☐ Additional secured party on attachmentName x State of Colorado for the use and benefit of the Colorado Water  
Conservation BoardStreet x 1313 Sherman St, #721 City x Denver State x CO Zip x 80203ASSIGNED  
PARTYName xStreet x City x State x Zip x

## CHECK IF APPLICABLE

☐ This statement is to be filed for record in the real estate records☐ The debtor is a transmitting utility

PLEASE CHECK APPROPRIATE BOX.

THIS STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL

☐ Already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state;☐ As to which the filing has lapsed; or☐ Which is proceeds of the original collateral described below in which a security interest was perfected☐ Acquired after a change of name, identity or corporate structure of the debtor

COLLATERAL USED use additional sheets 8½ x 11 if more space is needed.

☐ Accounts, Accounts Receivable ☐ Fixtures ☐ Proceeds ☐ Equipment, Machinery ☐ Livestock, Farm Animals, Etc.  
☐ Contract Rights ☐ Inventory ☐ Products ☐ Truck, Car, Vehicle ☒ Other

The Julesburg Dam No. 4 and all appurtenant structures thereto, which is located in Sections 7, 8, and 17, T10N, R48W.

See Attached for Signatures

DEBTOR(S) SIGNATURES

SECURED PARTY SIGNATURES

REPRODUCTION OF THIS FORM BY AUTHORIZED VENDERS ONLY



INSTRUCTIONS ON BACK

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (UCC-1)

1ST DEBTOR NAME (Personal)

Last

First

M.I.

1ST DEBTOR NAME (Business)

Julesburg Irrigation District

ADDRESS

114 West 1st Street

S.S. NO./TAX I.D.

CITY

Julesburg

STATE

CO

ZIP CODE

80737

FOR OFFICE USE ONLY

THIS DOCUMENT MUST BE TYPED

COLORADO UCC-1

SECRETARY OF STATE

1560 Broadway • Denver, Colorado 80202 ANY QUESTIONS CALL (303) 894-2243

922036840 \$10.00  
SOS 05-20-92 13:36

2ND DEBTOR NAME (Personal)

Last

First

M.I.

2ND DEBTOR NAME (Business)

ADDRESS

S.S. NO./TAX I.D.

CITY

STATE

ZIP CODE

3RD DEBTOR NAME (Personal)

Last

First

M.I.

3RD DEBTOR NAME (Business)

ADDRESS

S.S. NO./TAX I.D.

CITY

STATE

ZIP CODE

1ST SECURED PARTY NAME

State of Colorado for the use and benefit of the Colorado Water

ADDRESS

Conservation Board 1313 Sherman St., Rm. 721

CITY

Denver

STATE

CO

ZIP CODE

80203

2ND SECURED PARTY NAME

ADDRESS

CITY

STATE

ZIP CODE

ASSIGNED PARTY NAME

ADDRESS

CITY

STATE

ZIP CODE

CHECK IF APPLICABLE

☐ PRODUCTS OF COLLATERAL  
ARE ALSO COVERED☐ THIS STATEMENT IS TO BE FILED FOR RECORD  
IN THE REAL ESTATE RECORDS☐ THE DEBTOR IS A  
TRANSMITTING UTILITY

THIS STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL

(Please check  
appropriate  
box)

- ☐
- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state;
- 
- ☐
- which is proceeds of the original collateral described below in which a security interest was perfected;
- 
- ☐
- as to which the filing has lapsed; or
- 
- ☐
- acquired after a change of name, identity or corporate structure of the debtor.

COLLATERAL USED

Use additional sheets 8 1/2 x 11 if more space is needed. (WARNING: If collateral is crops, fixtures, timber or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions on back.) This Financing Statement covers the following types (or items) of property:

The Julesburg Dam No. 4 and all appurtenant structures thereto, which is located in Sections 7, 8, and 17, T10N, R48W.

"SIGNATURE PAGE"

ORIGINAL SIGNATURES REQUESTED ON 2ND COPY IF FILED WITH COUNTY CLERK

Julesburg Irrigation District

Colorado Water Conservation Board

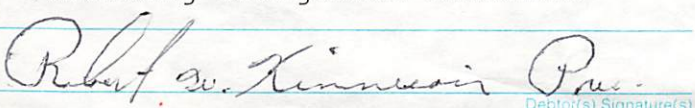
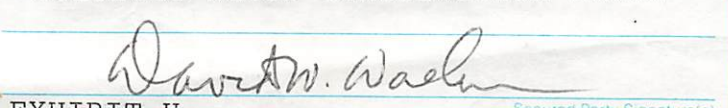
  
Debtor(s) Signature(s)  
Secured Party Signature(s)

EXHIBIT H



Colorado Department of Conservation

114 West 1st Street

Denver, Colorado

1937

1937

1937

State of Colorado for the use and benefit of the Colorado River

Conservation Board 1313 Sherman St. Rm. 111

The Trustees of the Colorado River and all subsequent structures thereto, which is located in sections 7, 8, and 17, T10N, R10E.

ORIGINAL SIGNATURES REQUESTED ON TWO COPY IF FILED WITH COUNTY CLERK

Colorado Water Conservation Board

Conservation Board

Jumbo Res.  
W/PB

DEPARTMENT OR AGENCY NUMBER

PDA

CONTRACT ROUTING NUMBER

91512

\$6,000

4,600

FEASIBILITY REPORT  
CONTRACT

THIS CONTRACT, made this 28<sup>th</sup> day of May 19 91, by and between the State of Colorado for the use and benefit of the Department of 1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and 2 The Julesburg Irrigation District, Courthouse Square, 114 W. 1st St., Julesburg, CO 80737, hereinafter referred to as the contractor /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 462, Appropriation 323, Contract Encumbrance Number C153591, and Organizational Unit YYYY, Program WTRC,

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

WHEREAS, pursuant to the provisions of section 37-60-119, Colorado Revised Statutes, as amended, the State is authorized to construct certain water projects for the benefit of the people of the State of Colorado; and

WHEREAS, the Contractor has made application to the State for the improvement of its existing facility, such improvement of the facility is hereinafter sometimes referred to as the project; and

WHEREAS, the Contractor is a duly formed Irrigation District within the State of Colorado;

NOW THEREFORE, it is hereby agreed that:

1. The Contractor shall have a feasibility report prepared and directed to the problem of improving its facilities in accordance with a proposal for a project feasibility report prepared by the consulting engineering firm of W.W. Wheeler and Associates, Inc. (the Consultant), and approved by the State, received January 31, 1991, which proposal is attached hereto as Appendix A and made a part of this contract.

**PAID IN FULL**

2. Five (5) copies of the final report called for in this contract shall be furnished to the State not later than ninety (90) days after the date of this contract, unless such time is extended by mutual agreement of the parties hereto in writing.

3. As compensation for the services of the Contractor, the State shall pay to the Contractor the sum of Six Thousand Six Hundred Dollars (\$6,600) in the manner following:

a. Sixty percent (60%), to wit, Three Thousand Nine Hundred Sixty Dollars (\$3,960) of the total amount due in two (2) monthly installments of One Thousand Nine Hundred Eighty Dollars (\$1,980) each, commencing thirty (30) days after the date of this contract.

b. The remaining forty percent (40%), to wit, Two Thousand Six Hundred Forty Dollars (\$2,640) within forty (40) days following receipt and acceptance of the written report specified in paragraph 2. of this contract.

4. The total cost of services to be rendered for the Contractor by the Consultant is Thirteen Thousand Two Hundred Dollars (\$13,200) and the Contractor shall pay the sum of Six Thousand Six Hundred Dollars (\$6,600) as agreed to by letter

4005E\*



dated February 19, 1991, which is hereby attached and made a part of this contract as Appendix B; and in no event shall this payment be the liability of the State of Colorado.

5. In consideration of the State assuming a portion of the cost of the preparation of the said project feasibility report, the Contractor shall pay to the State the sum of Eight Thousand Five Hundred Forty-Seven Dollars (\$8,547) provided that construction of the subject water project is initiated within ten (10) years of the date of this contract. The Contractor shall fulfill this obligation irrespective of how or by whom or to what specifications or plans the subject project is financed, paid, or constructed for so long as construction of the project is initiated within the specified time.

6. In the event the Contractor must make payment pursuant to the terms of paragraph 5. above, then the said sum of Eight Thousand Five Hundred Forty-Seven Dollars (\$8,547) shall be payable in ten (10) equal yearly installments of Eight Hundred Fifty-Four Dollars and Seventy Cents (\$854.70) each, the first installment to be due and payable upon the January 1st next succeeding the initiation of construction on the said water project. Subsequent payments shall be due and payable on January 1st of each year thereafter.

7. This contract is personal in nature and assignment of performance by the Contractor to another is prohibited unless prior approval in writing is granted by the State.

8. The Contractor is an independent contractor and as such is not entitled to any benefits of the State personnel system.

9. The original contract price stated in paragraph 4. and any additions thereto shall be adjusted to exclude any significant sums by which the State determines the contract price increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

10. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.

11. All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

a. For the State

David W. Walker, Director  
Colorado Water Conservation Board  
721 State Centennial Building  
1313 Sherman Street  
Denver, CO 80203  
Attn: Frank M. Akers

b. For the Contractor

The Julesburg Irrigation District  
Courthouse Square  
114 West 1st Street  
Julesburg, CO 80737  
Attn: Tom Frame



**SPECIAL PROVISIONS****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 fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before entering 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, provendor 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 payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with 38-26-106 CRS, as amended.

**INDEMNIFICATION**

4. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

**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 (24-34-402, CRS 1982 Replacement Vol.), 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 advertising; 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 paragraph (1) through (8) in every sub-contract and subcontractor 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 subcontractor 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

6a. Provisions of 8-17-101 & 102, CRS 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.

b. When construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (section 8-19-101 and 102, CRS).

#### 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. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. 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), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

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

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

Contractor: **THE JULESBURG**  
 (Full Legal Name) **IRRIGATION DISTRICT**

Robert A. Thompson  
 Position (Title) President  
84-6000185  
 Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By Louis J. Condy, Secretary  
 Corporate Secretary, or Equivalent, Town/City/County Clerk

ATTORNEY GENERAL

By DAVID M. KIRK  
 First Assistant Attorney General  
 General Legal Services

STATE OF COLORADO

ROY ROMER, GOVERNOR

By David W. Walker  
 For the Executive Director  
 DEPARTMENT OF NATURAL RESOURCES  
 (COLO. WATER CONSERVATION BOARD  
 DAVID W. WALKER, DIRECTOR)

APPROVALS

CONTROLLER

By CLIFFORD W. HALL

**PROPOSAL FOR ENGINEERING SERVICES  
JULESBURG RESERVOIR REHABILITATION  
FEASIBILITY REPORT**

**FOR  
JULESBURG IRRIGATION DISTRICT  
COLORADO WATER CONSERVATION BOARD**

**PAID IN FULL**

**BY  
W. W. WHEELER AND ASSOCIATES, INC.  
WATER RESOURCES ENGINEERS  
ENGLEWOOD, COLORADO**

**JANUARY 1991**



## TABLE OF CONTENTS

PART 1 - INTRODUCTION .....	1
PART 2 - WORK PLAN .....	3
Chapter I - General Information .....	3
A,B Location and Project Map .....	3
C Climatic Data .....	3
Chapter II - Julesburg Irrigation District .....	3
A,B History of District .....	3
C Powers and Authorities .....	3
D Financial Status .....	4
E Physical Assets .....	4
Chapter III - Land .....	4
A Land Classification .....	4
B Service Area Map .....	4
C Land Use .....	4
D Land Ownership .....	4
Chapter IV - Water .....	5
A Water Requirements .....	5
B Surface Water Supply .....	5
C Ground Water Supplies .....	5
D Water Rights .....	5
E Water Utilization .....	5
F Water Quality .....	6
Chapter V - Plan of Development .....	6
A Physical Plan .....	6
B Geotechnical Investigations .....	6
C Design .....	6
D Structural Plans .....	6
E Drainage .....	6
F Sedimentation .....	7
G Right-of-Way .....	7
Chapter VI - Estimated Costs .....	7
A Construction Costs .....	7
B Not Applicable; Single Season Construction Period .....	7
C Not Applicable; Annual O & M will be Borne by District .....	7
D Emergency Operating Fund .....	7
Chapter VII - Project Evaluation .....	7
Chapter VIII - Financial Program .....	7
Chapter IX - Environmental Assessment .....	7

PAID IN FULL

PART 3 - ESTIMATED ENGINEERING COSTS

PART 4 - EXPERIENCE AND QUALIFICATIONS

W. W. Wheeler and Associates, Inc.  
Kumar and Associates, Inc.

PART 5 - RÉSUMÉS OF KEY PERSONNEL

W. W. Wheeler and Associates, Inc.  
Kumar and Associates, Inc.

**PAID IN FULL**



## PART 1 - INTRODUCTION

The Julesburg Irrigation District (District) is the owner of Julesburg Reservoir, AKA Jumbo Reservoir, located in Logan and Sedgwick counties, Colorado. The reservoir, which has a decreed capacity of 23,620 acre-feet, stores water diverted from the South Platte River through the Harmony Ditch No. 2 during periods of high flow and during the winter storage season for subsequent release throughout the irrigation season. The District provides irrigation water to approximately 19,000 acres in Sedgwick County.

The storage facility is an off-stream reservoir formed by the construction of five earthfill embankments in 1905. The two largest dams are designated Dams No. 2 and No. 3 on the attached Figure 1. The reservoir outlet is located at Dam No. 4 where it discharges into the main service canal for delivery of irrigation water to the shareholders. Dam No. 2 failed in 1910, causing considerable damage to the railroad and surrounding farmlands. Since the initial repair of Dam No. 2 in the fall of 1910, the reservoir has been in full service until 1977, when the Division of Water Resources (State Engineer) imposed a storage restriction for a maximum gage rod reading of 25.5 feet because of minor seepage and localized embankment sloughing on Dam No. 2. In 1978, some remedial work was performed on this dam, including exploratory drill holes, soil tests and a stability analysis. A toe drain was constructed in 1978 to control seepage through the embankment.

Since 1978, when the dam was inspected under the National Dam Safety Program, additional concern had been expressed in regard to continued observations of wet areas high on the downstream faces of Dams No. 2 and No. 3. Because of this concern, the State Engineer further restricted the storage level to a gage rod reading of 21 feet. In 1985, the District performed remedial work to control the seepage on Dam No. 2 by constructing a gravel filter/drain blanket and an earth buttress berm. Additional embankment reconstruction for Dam No. 2 was performed in 1988. Beginning in 1986 and continuing through 1987, the District performed a similar rehabilitation of the embankment for Dam No. 3, i.e., a sand filter, stabilizing berm and toe drain. Upon completion of the repair work on Dams No. 2 and 3, the State Engineer revised the storage restriction to allow storage up to gage height 23.0, with a provision to raise the elevation to gage height 24 for a period not to exceed 30 days. With this restriction, there is about 3,500 acre-feet of unusable storage capacity.

At this time, the State Engineer's storage restriction is apparently based on two remaining concerns: (a) uncontrolled seepage through the foundation underlying Dam No. 1, and (b) deterioration of the outlet works structure and the embankment at Dam No. 4. With respect to the outlet works, seepage appears to be flowing along the exterior of the cast-in-place outlet works conduit, and the downstream headwall for the outlet is cracked and may eventually collapse, either of which could lead to embankment failure. Extensive concrete and foundation erosion has also occurred at the transition structure from the outlet to the District's service canal and the integrity of the cast-in-place concrete is questionable.

The District is seeking assistance in funding the rehabilitation of Dam No. 1 and reconstruction of the outlet works. In 1986, an application was submitted to the Colorado Water Conservation Board (CWCB) for monies from the CWCB Construction Fund. The legislature approved the request and authorized up to \$325,000 in construction funds. In accordance with CWCB policy, it will be necessary to prepare a feasibility report for the proposed rehabilitation work. At the request of CWCB and the District, W. W. Wheeler and Associates, Inc. is submitting this proposal for engineering services related to preparing the feasibility report. This proposal includes the following:

- a) A detailed work plan and the scope of each activity. (PART 2)
- b) An estimate of the price for engineering services to perform the proposed scope of services. (PART 3)
- c) Qualifications of W. W. Wheeler and Associates, Inc. and Kumar and Associates, Inc. (PART 4)
- d) Résumés of key personnel who will be involved in the project. (PART 5)

The proposed work plan is based on our past experience with Julesburg Reservoir and its rehabilitation needs. We believe that Wheeler is well qualified and experienced in addressing these needs in a timely and professional manner.

**PAID IN FULL**



## PART 2 - WORK PLAN

Wheeler proposes to prepare the feasibility report related to rehabilitation measures for Julesburg Reservoir in general accordance with the 1978 guidelines recommended by the CWCB. It is anticipated that much of the required data can be developed by the District itself with assistance and coordination by Wheeler. The following outline describes the respective responsibilities of Wheeler and the District for each section of the recommended guidelines:

### Chapter I - General Information

#### A,B Location and Project Map

Prepare a general location map which illustrates the existing reservoir and related facilities including the inlet and service canals, the dam embankments, and outlet structure. The map would also show the project in relation to the South Platte River, the irrigation service area, the local communities and other irrigation systems.

Wheeler 95%

District 5%

#### C Climatic Data

Prepare tables summarizing the average monthly temperature and precipitation data, the average frost-free season and other pertinent climatological data.

Wheeler 95%

District 5%

### Chapter II - Julesburg Irrigation District

#### A,B History of District

Prepare a brief narrative describing the original formation of the irrigation district and the State laws under which it was created. Provide copies of the Articles of Incorporation and Bylaws. Describe relationship between District and Sedgwick County.

Wheeler 5%

District 95%

#### C Powers and Authorities

Provide detailed and specific information about the District's authority to tax or assess its shareholders, the right to exercise the power of eminent domain, and the legal authority for the District to enter into contractual arrangements with the Colorado Water Conservation Board.

Wheeler 5%

District 95%

**PAID IN FULL**

D

Financial Status

Provide a detailed balance sheet and statements of income and expenses for the two most recent fiscal years. Provide a complete audit report for the most recent year of operation.

Wheeler 0%

District 100%

E

Physical Assets

Provide a detailed and itemized description of the existing facilities (dams, canals, diversion structures, etc.) and the major maintenance equipment owned by the District.

Wheeler 10%

District 90%

Chapter III - Land

A

Land Classification

All lands served by the Project are currently under irrigation. Soil classification maps for the area have previously been prepared by the USDA Soil Conservation Service. No additional land classification is expected as part of this Project.

B

Service Area Map

Prepare a map showing the boundaries of the District and the limits of the irrigated lands served by the project.

Wheeler 90%

District 10%

C

Land Use

Prepare a table(s) summarizing the net acreage currently under irrigation and served by the Project. Include a summary of the crops raised and the average yield for each crop for each of the last five years.

Wheeler 50%

District 50%

D

Land Ownership

Prepare a tabulation of the ownership of the lands within the Project service area.

Wheeler 10%

District 90%

PAID IN FULL



## Chapter IV - Water

### A Water Requirements

Develop a monthly farm delivery requirement for the irrigation of crops in the Project service area. The requirement would be based on an analysis of the potential evapotranspiration requirement for each crop grown, effective precipitation, and farm irrigation efficiencies. Analyze the system delivery losses, including evaporation and seepage losses from the major inlet and service canals, the reservoir and laterals serving the irrigated areas. Prepare tables summarizing the projected water delivery requirements for average year, dry year and wet year conditions.

Wheeler 95%

District 5%

### B Surface Water Supply

Prepare a summary table of the historic flows of the South Platte River at the Balzac stream gage and at the Julesburg stream gage for a selected study period of at least 20 years.

Prepare tables summarizing the historic monthly diversions from the South Platte River for both the direct flow rights and for the reservoir storage rights for a select 20-year study period.

Prepare a table summarizing the historic monthly storage content of the reservoir.

Wheeler 80%

District 20%

### C Ground Water Supplies

Not applicable.

### D Water Rights

Prepare a summary of the water rights, both direct flow and storage rights, owned by the District and used for the Project.

Wheeler 50%

District 50%

### E Water Utilization

Since the proposed project is for the continued irrigation of the District's service area, develop a historic operation study which illustrates the historic diversions from the river, the utilization of the storage capacity in the reservoir and the delivery for irrigation to the Project lands. Provide comparison of the water demands with the supply developed through use of the Project facilities.

Wheeler 95%

District 5%

PAID IN FULL

**F**      **Water Quality**

Using existing data available from the USGS or the Colorado Department of Health, summarize the major water quality parameters in the South Platte River which would be diverted for Project use. Address any adverse impacts the water quality would have on the Project. Consider any specific water quality concerns related to the operation of the reservoir, including requirements for fish propagation, sedimentation, etc.

Wheeler 95%

District 5%

**Chapter V - Plan of Development**

**A**      **Physical Plan**

Prepare a narrative description of the proposed physical components of the Project, i.e., the specific measures for rehabilitation of the dam embankments and the outlet works. Describe the purpose and need for the rehabilitation.

Wheeler 95%

District 5%

**B**      **Geotechnical Investigations**

Summarize the geotechnical investigations that have been performed for the existing dam embankments and the outlet works since 1978. Describe the subsurface and surface geology and other geotechnical parameters which would affect the proposed Project improvements. Complete reports summarizing the field exploration and geotechnical analysis will be provided to the CWCB, as required.

Wheeler 100%

District 0%

**C**      **Design**

Provide description of all criteria and assumptions used to develop the conceptual design for the rehabilitation of Dam No. 1, Dam No. 4 and the outlet works structure.

Present basis for selection of alternative outlet configurations and methods of repair and/or modification.

Wheeler 95%

District 5%

**D**      **Structural Plans**

Provide sufficient schematic drawings, typical cross-sections, profiles and layout sketches to describe the proposed modifications to Dam No. 1, Dam No. 4 and the outlet works.

Wheeler 100%

District 0%

**E**      **Drainage**

This work would be incorporated under the preceding Item D, specifically as it relates to drainage for the dam embankments.



F     Sedimentation  
Not applicable

G     Right-of-Way  
Address specific right-of-way requirements which may be necessary for the proposed construction, particularly along the downstream toe of Dam No. 1.

Wheeler 25%                      District 75%

Chapter VI - Estimated Costs

A     Construction Costs  
Prepare construction cost estimates as described in the CWCB Guidelines.

Wheeler 85%                      District 15%

B     Not Applicable: Single Season Construction Period

C     Not Applicable: Annual O & M will be Borne by District

D     Emergency Operating Fund  
If required by the CWCB, develop an emergency Operating and Contingency Fund to finance future extraordinary costs of operating, maintaining and replacing Project facilities.

Wheeler 25%                      District 75%

Chapter VII - Project Evaluation

Reference the CWCB Guidelines, as needed.

Wheeler 30%                      District 70%

Chapter VIII - Financial Program

Reference the CWCB Guidelines, as needed.

Wheeler 60%                      District 40%

Chapter IX - Environmental Assessment

Not applicable.

PAID IN FULL

### PART 3 - ESTIMATED ENGINEERING COSTS

Based upon the proposed work plan described in PART 2 and the allocation of work between Wheeler and the District, an estimated of the engineering cost follows:

#### FEASIBILITY REPORT ESTIMATE OF ENGINEERING COSTS

Description		Estimate Engineering	Percent of Total
Chapter I	General Information	\$ 700	5
Chapter II	Julesburg Irrigation Dist.	500	4
Chapter III	Lands Served by Project	900	7
Chapter IV	Water Utilization	3,900	30
Chapter V	Plan of Development	3,000	23
Chapter VI	Estimate of Costs	1,200	9
Chapter VII	Project Evaluation	300	2
Chapter VIII	Financial Program	700	5
Other	Field Trip and Report Preparation	<u>2,000</u>	<u>15</u>
Total		\$13,200	100

Of the above, it is estimated that about 30 percent of the effort will be at the project engineering level; 30 percent of the staff engineer level; 20 percent at the junior engineer level; and 20 percent at the technician level including drafting and secretarial. Attached hereto is a copy of Wheeler's current rate schedule for engineering services.

**PAID IN FULL**



W. W. Wheeler and Associates, Inc.  
Water Resources Engineers

STANDARD RATE SCHEDULE EFFECTIVE APRIL 1, 1990

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
CHIEF ENGINEER	\$75.00
SENIOR PROJECT ENGINEER	\$70.00
PROJECT ENGINEER	\$64.00
SENIOR ENGINEER	\$59.00
STAFF ENGINEER	\$53.00
ASSISTANT ENGINEER	\$45.00
JUNIOR ENGINEER	\$39.00
DRAFTSMAN	\$30.00
ACCOUNTANT-SECRETARY	\$28.00
SECRETARY	\$26.00
SENIOR TECHNICIAN	\$30.00
JUNIOR TECHNICIAN	\$25.00

In addition to the above rate schedule, the following items will be reimbursed to W. W. Wheeler and Associates, Inc. at cost or as indicated:

- ° WORK BY OTHER CONSULTANTS, GEOLOGISTS, ENGINEERS, SURVEYORS, LABORATORIES, ETC.
- ° TELEPHONE (long distance only)
- ° PRINTS, PHOTOS AND REPRODUCTIONS BY OTHERS
- ° SPECIAL SUPPLIES AND EQUIPMENT
- ° OUT-OF-TOWN LIVING EXPENSES
- ° FAX - OUTGOING - .50¢/Page
- ° IN-HOUSE REPRODUCTIONS - .15¢/Page
- ° TWO-WHEEL-DRIVE VEHICLE - .35¢/Mile
- ° FOUR-WHEEL-DRIVE VEHICLE - .45¢/Mile
- ° OVERTIME (if required) - 1.2 Times Above Rate Schedule for Technician, Secretary and Draftsman
- ° IN-HOUSE COMPUTER SERVICES - \$16/Hour of Connect Time (Main Frame and Personal Computers)

PAID IN FULL

PART 4 - EXPERIENCE AND QUALIFICATIONS

W. W. WHEELER AND ASSOCIATES, INC.  
KUMAR AND ASSOCIATES, INC.

PAID IN FULL



EXPERIENCE AND QUALIFICATIONS  
W. W. WHEELER AND ASSOCIATES, INC.

PAID IN FULL

**RELATED EXPERIENCE RECORD**  
**DAMS, RESERVOIRS AND SPILLWAYS**

<u>Name</u>	<u>Location</u>	<u>Type of Work</u>
Upper and Lower Urad	Near Berthoud Pass	Flood hydrology, supervision of construction, design plans, specifications for new earth dams.
Buckhorn Reservoir	Fort Collins	Analysis of flood flows created by failure.
Meadow Creek Dam	Fraser	Flood hydrology, design plans, specifications, supervision of construction for new earthfill dam.
Englewood Dam	Englewood	Flood hydrology, design plans, specifications, supervision of construction for new earthfill dam.
East Branch Reservoir	Williams Fork	Flood hydrology, design plans, specifications for new earthfill dam. <sup>1</sup>
Ute Creek Dam	Williams Fork	Flood hydrology, design plans, specifications, supervision of construction.
Clay Creek Dam	Lamar	Analysis of flood flows created by failure.
Five Reservoirs	Pagosa Springs	Flood hydrology, spillway, design plans, specifications for new dam construction.
Kirwin Project	Wyoming	Flood hydrology, cost estimates for three reservoirs.
Chalk Mountain, Clinton Creek, Robinson Reservoir	Climax	Flood hydrology, review of plans and specifications.
Grant Reservoirs	Southwest of Denver	Flood hydrology, design plans and specifications to rehabilitate spillways on three existing dams.
Bowles Reservoir	Southwest of Denver	Flood hydrology, plans and specifications for spillway modifications on existing dam.

---

<sup>1</sup> Supervision of construction Foundation and earthwork by Woodward Clyde Consultants; spillway and outlet works by W. W. Wheeler and Associates, Inc.



## RELATED EXPERIENCE - CONTINUED

<u>Name</u>	<u>Location</u>	<u>Type of Work</u>
Henderson Project	Williams Fork	Flood hydrology, operation studies for two new tailing dams.
Clinton Creek Dam	Climax	Flood hydrology for new dam.
Blackmer Dam	Greenwood Village	Flood hydrology, spillway design, construction supervision for rehabilitation of an existing dam.
Ward Reservoir	Southwest of Denver	Flood hydrology, spillway design, supervision of construction for modifications to an existing dam.
Patrick Lake Dam	Southwest Denver	Flood hydrology, design plans, specifications and construction supervision for dam rehabilitation.
North Sterling Dam	Sterling	Flood hydrology, design plans, specifications and construction supervision for spillway improvement to an existing dam.
Rio Grande Dam	Creede	Flood hydrology, hydropower analysis, design plans, specifications, construction supervision for major rehabilitation of an existing dam.
Santa Maria Dam	Creede	Design plans, specifications and construction supervision for new outlet tunnel lining.
Terminal Dam	Durango	Flood hydrology, hydropower analysis, design plans and specifications and construction supervision for new rockfill dam.
Julesburg Dam	Sedgwick	Design plans for repair of outlet works and modification of two earth dams.
Snow Making Storage Reservoir	Cuchara	Dam design, flood hydrology.
Sullenburger Dam	Pagosa Springs	Design plans for embankment rehabilitation and outlet works repair.

RELATED EXPERIENCE - CONTINUED

<u>Name</u>	<u>Location</u>	<u>Type of Work</u>
Riverside Dam	Greeley	Flood hydrology and spillway evaluation.
Vancil Dam	Brush	Design plans, specifications, flood hydrology for new earthfill dam.

PAID IN FULL



## ADDITIONAL DAM DESIGN AND REHABILITATION PROJECTS

<u>Name</u>	<u>Location</u>	<u>Type of Work</u>
Bergen Reservoir No. 1	SW Denver	Repair of outlet works by construction of new intake structure and relining the outlet pipe.
Blackmer Dam	Greenwood Village	Flood hydrology, spillway design, construction supervision for rehabilitation of an existing dam.
Bowles Reservoir	SW of Denver	Flood hydrology, plans and specifications for spillway modifications on existing dam.
Buckhorn Reservoir	Fort Collins	Analysis of flood flows created by failure.
Chalk Mountain,	Climax	Flood hydrology, review of plans and
Clay Creek Dam	Lamar	Analysis of flood flows created by failure.
Clinton Creek Dam	Climax	Flood hydrology for new dam.
Englewood Dam	Englewood	Flood hydrology, design plans, specifications, supervision of construction for new earthfill dam.
Five Reservoirs	Pagosa Springs	Flood hydrology, spillway, design plans, specifications for new dam construction.
Grant Reservoirs	SW of Denver	Flood hydrology, design plans and specifications to rehabilitate spillways on three existing dams.
Henderson Project	Williams Fork	Flood hydrology, operation studies for two new tailing dams.
Julesburg Dam	Sedgwick	Design plans for repair of outlet works and modification of two earth dams.
Ketner Dam	NW Denver	Technical review of design plans and specifications for proposed rehabilitation measures on small irrigation reservoir on behalf of Division of Water Resources.

# ADDITIONAL DAM DESIGN AND REHABILITATION PROJECTS - continued

<u>Name</u>	<u>Location</u>	<u>Type of Work</u>
Kirwin Project	Wyoming	Flood hydrology, cost estimates for three reservoirs.
Lake Henry	SE Colorado	Design and construction supervision for installation of toe drain to relieve seepage problems for large irrigation reservoir.
North Sterling Dam	Sterling	Flood hydrology, design plans, specifications and construction supervision for spillway improvement to an existing dam.
Patrick Lake Dam	SW Denver	Flood hydrology, design plans, specifications and construction supervision for dam rehabilitation.
Prewitt Dam	NE Colorado	Design for emergency repair of serious seepage condition for large irrigation reservoir.
Rio Grande Dam	Creede	Flood hydrology, hydropower analysis, design plans, specifications, construction supervision for major rehabilitation of an existing dam.
Riverside Dam	Greeley	Flood hydrology and spillway evaluation.
Santa Maria Dam	Creede	Design plans, specifications and construction supervision for new outlet tunnel lining.
Snow Making Storage Reservoir	Cuchara	Dam design, flood hydrology.
Sullenburger Dam	Pagosa Springs	<b>PAID IN FULL</b> Design plans for embankment rehabilitation and outlet works repair.
erminal Dam	Durango	Flood hydrology, hydropower analysis, design plans and specifications and construction supervision for new rockfill dam.



ADDITIONAL DAM DESIGN AND REHABILITATION PROJECTS - continued

<u>Name</u>	<u>Location</u>	<u>Type of Work</u>
Upper and Lower Urad	Near Berthoud Pass	Flood hydrology, supervision of construction, design plans, specifications for new earth dams.
Upper Tule Reservoir	SW Denver	Design and construction supervision of new emergency spillway and modification of service spillway inlet.
Vancil Dam	Brush	Design plans, specifications, flood hydrology for new earthfill dam.
Ward Reservoir	SW of Denver	Flood hydrology, spillway design, supervision of construction for modifications to an existing dam.

PAID IN FULL

EXPERIENCE AND QUALIFICATIONS

KUMAR AND ASSOCIATES, INC.

PAID IN FULL



## RELATED PROJECT EXPERIENCE

Mitchel Dam: Mitchel Dam was proposed by the City of Craig in the late 70's upstream of Elkhead Reservoir. Work included geotechnical reconnaissance and preliminary design geotechnical study as well as construction cost estimating for the design civil engineer.

Beaver Brook Dam 3A: Performed a Phase II safety evaluation for this sixty-year old earthfill dam located near Evergreen, Colorado. Recommendations for stability of the dam included adding a rockfill buttress on the downstream slope. The rockfill material would be from excavation of an auxiliary spillway on the left abutment, required to carry the PMF. The spillway cut will have a 100-foot high wall in granite rock.

Fossil Creek and Reservoir No. 15 Dams: These dams, located near Fort Collins, Colorado, both involved major rehabilitation, including slope modifications, breaches for new outlet works, seepage cutoffs and new riprap. The emergency spillways were enlarged and concrete grade walls were constructed in the spillway crests for erosion control. Worked on the geotechnical investigation, assisted in technical specification preparation and was project manager for earthwork and concrete observation and testing during construction.

Rio Grande Reservoir: Rio Grande Dam, constructed during the early part of the 20th Century, is a combination of rockfill and earthfill embankment. Due to inadequate spillway capacity, the dam height was raised by approximately 5 feet. Improvements to the tunnel outlet and the spillway were performed to allow safe passage of the probable maximum flood. Involved in the investigation, design, and construction observation and testing of the rehabilitation.

Julesburg Reservoir and Dams: The reservoir is created by construction of five earth embankments in the natural draws. The reservoir was constructed in the early 20th Century and has had numerous modifications and rehabilitation. The maximum reservoir storage capacity is 30,000 acre feet. Involved in monitoring of the erosion and seepage conditions, geotechnical studies to determine the stability and provide recommendations for rehabilitation of the embankment. Also involved in construction monitoring and testing of the rehabilitation performed for the embankment.

Snow Mountain Ranch Reservoir: The reservoir will be created by construction of an approximately 50-foot high earthfill embankment. An open channel spillway will be constructed on the right abutment to handle the maximum probable flood. Involved in geotechnical studies, borrow area studies and preparation of the specifications. Construction of the reservoir is scheduled for the construction season in 1991.

PARTIAL LIST OF WATER RESOURCE PROJECTS  
BY PERSONNEL OF KUMAR & ASSOCIATES, INC.

PROJECT	DAM/ RES	CANAL	TAIL	PIPE- LINE	LAGOON	LOCATION	CLIENT	TYPE WORK
1. Wildcat Reservoir	x					Fort Morgan, CO	Public Service Company of Colorado	RC, G
2. Firestone Reservoir	x	x				Firestone, CO	Rocky Mountain Consultants	D, C
3. Rocky Flats Plant	x	x				Jefferson County, CO	AEC c/o McCall, Ellingson & Morrill	RC, G
4. Platte Canyon Reservoir	x					Denver, CO	Denver Water Department	G, D, RH/S
5. Hugo	x					Hugo, CO	Colorado Division of Wildlife	RC, G, D
6. Homestead	x					Edwards, CO	Warner Properties	RC, G, D
7. Fish Creek Reservoir	x					Steamboat Springs, CO	City of Steamboat Springs	C, G, D
8. Strubi Reservoir	x					Burns, CO	Frank Sturbi c/o Wright McLaughlin	RC
9. Reservoir No. 6	x					Fort Collins, CO	Bruns, Inc.	RC, G, D
10. Flood Control/ Railroad Embankment	x					Fort Collins, CO	City of Fort Collins	RH/S

PAID IN FULL

CODES:

- RC = Reconnaissance
- RH/S = Rehabilitation and/or Phase I, II Safety Evaluations
- G = Geotechnical Investigation
- D = Design Input
- C = Construction Monitoring



PROJECT	DAM/ RES	CANAL	TAIL	PIPE- LINE	LAGOON	LOCATION	CLIENT	TYPE WORK
11. Van Bibber Creek	x					Arvada, CO	Urban Drainage c/o Gingery	RC, G, D
12. Highlands Ranch	x			x		Douglas County, CO	Jack G. Raub	RC, G
13. Spring Creek Mesa			x			Uravan, CO	Union Carbide Corp./Dravo	RC, G, D
14. Fort Collins Wastewater Treatment Plant				x	x	Fort Collins, CO	Black & Veatch	G
15. Evergreen Dam	x					Evergreen, CO	City of Denver, Evergreen Metro District	G, D, C, RH/S
16. Russell Lake	x					Stonewall, CO	Colorado Fuel and Iron	RH/S
17. Mitchell Dam	x					Craig, CO	City of Craig c/o Norton, Underwood and Lamb	RC, G, D
18. Genesee Water Treatment Plant	x			x	x	Jefferson County, CO	Genesee Water and Sanitation District	RC, G, D, C
19. Williams Fork				x		Silverthorne, CO	Denver Water Department	G
20. Summit County Wastewater Treatment Plant				x	x	Dillon, CO	Black & Veatch	G

PAID IN FULL

CODES:

RC = Reconnaissance

RH/S = Rehabilitation and/or Phase I, II Safety Evaluations

G = Geotechnical Investigation

D = Design Input

C = Construction Monitoring

PROJECT	DAM/ RES	CANAL	TAIL	PIPE- LINE	LAGOON	LOCATION	CLIENT	TYPE WORK
21. Fossil Creek Dam	x					South of Fort Collins, CO	Bruns, Inc.	G, RH/S
22. Deer Park Dams No. 2 and 3	x					Steamboat Springs, CO	Dismuke & Dismuke	G, RH/S
23. Duncan Dam	x					Purgatory Ski Area, CO	Durango Ski Corp.	G, C
24. Trap Lake	x					Camarron Pass, CO	Wright Water Engineers	RC
25. Reservoir No. 15	x					Fort Collins, CO	North Poudre Irrigation Company	RH/S, G, D C
26. Coors Reservoirs B-2, B-3, B-4, B-7	x					Golden, CO	Coors	RH/S
27. Chicago Creek Reservoir	x					Idaho Springs, CO	Coors	G
28. Beaver Brook Reservoir	x					Bergen Park, CO	City of Golden; Wheeler; M-E-M; Boyle; Lookout Mountain Water District	RH/S, G
29. Horsethief Reservoir	x					Grand Junction, CO	Mack Company	RC

PAID IN FULL

CODES:

RC = Reconnaissance  
RH/S = Rehabilitation and/or Phase I, II Safety Evaluations  
G = Geotechnical Investigation  
D = Design Input  
C = Construction Monitoring



# PARTIAL LIST OF WATER RESOURCE PROJECTS

PROJECT	DAM/ RES	CANAL	TAIL	PIPE- LINE	LAGOON	LOCATION	CLIENT	TYPE WORK
30. Rio Grande Reservoir	X					Hinsdale County, CO	San Luis Valley Irrigation Dist.	RH/S, G, D, C
31. Julesburg Reservoir	X					Sedgwick & Logan Counties, CO	Julesburg Irrigation Dist.	RC, RH/S, G, D, C
32. Prewitt Reservoir	X					Washington County, CO	W.W. Wheeler & Associates	RH/S, G, C
33. Lake Henry	X					Crowley County, CO	W.W. Wheeler	RH/S, G, D
34. Fort Logan Reservoir	X					Denver, CO	Veterans Admin.	RH/S, G, D, C
35. Loch Lomond Reservoir	X					Clear Creek County, CO	Bishop-Brogden	RC, RH/S, G, D
36. Morrison Reservoir	X					Morrison, CO	Wright-McLaughlin	G, D, C
37. Strain Gulch	X					Morrison, CO	McLaughlin Engrs.	G, D
38. Empire Dam	X					Empire, CO	W.W. Wheeler	G, D
39. Snow Mountain Ranch Reservoir	X					Winter Park, CO	YMCA of Rockies	G, D, C

PAID IN FULL

RC = Reconnaissance  
RH/S = Rehabilitation and/or Phase I, II Safety Evaluations  
G = Geotechnical Investigation  
D = Design Input  
C = Construction Monitoring

PART 5 - RÉSUMÉS OF KEY PERSONNEL

W. W. WHEELER AND ASSOCIATES, INC.  
KUMAR AND ASSOCIATES, INC.

PAID IN FULL



RÉSUMÉS OF KEY PERSONNEL  
W. W. WHEELER AND ASSOCIATES, INC.

PAID IN FULL

**GEORGE M. FOSHA**

**CHIEF ENGINEER -** W. W. Wheeler and Associates, Inc.  
Englewood, Colorado

**REGISTRATION -** Registered Professional Engineer - Colorado  
- New Mexico

**EDUCATION -** BSCE, University of Denver, 1973

**PROFESSIONAL AFFILIATIONS -** American Society of Civil Engineers  
Consulting Engineers Council of Colorado  
American Water Resources Association

**WORK EXPERIENCE -** George Fosha has been employed as an engineer with W. W. Wheeler and Associates, Inc. since 1973, specializing in the field of water resources engineering. Mr. Fosha is particularly specialized in the areas of flood hydrology; basin-wide river operation studies; investigation and analysis of water rights; water supply studies for municipal, agricultural and industrial water users; and the design of hydraulic facilities including pipelines, dams and spillway structures. The following projects are representative of Mr. Fosha's experience:

AMAX Inc. - Henderson Project. Resident engineer for the design and construction of water supply and tailing disposal facilities for a large mining complex near Parshall, Colorado. This work included the design and construction of a potable water dam and reservoir, approximately 3.5 miles of slurry pipeline, approximately ten miles of flood bypass canals and process water pipelines, and the construction of three large capacity pump stations. Mr. Fosha was also involved in the initial start-up of the tailing operation.

Colorado-Ute Electric Assoc., Inc. - Comprehensive Water Resources Investigations, Yampa River Basin. Mr. Fosha has been directly involved with numerous water supply analyses and reservoir operation studies intended to provide a firm and reliable water supply for Colorado-Ute's generating stations at Hayden and Craig and was in charge of simulating reservoir operation studies and hydrology studies for the proposed 34,000 acre-foot Stagecoach Reservoir. Mr. Fosha provided engineering analysis and expert witness testimony for the transfer of the Four-Counties project water rights and has participated in a number of other water right transfers, including the Energy Fuels Corp. change of use case.

Colorado-Ute Electric Assoc., Inc. - Tacoma Project. Project Engineer in charge of the hydrology, design, and construction management for the rehabilitation of a hydroelectric generation facility on a tributary of the Animas River near Durango, Colorado. Components of this project included the construction of a rock-fill dam with an upstream asphalt membrane and a conventional earthfill diversion dam; installation of about 9,600 feet of 66-inch, right girder supported steel pipeline; and the installation of about 2,100 feet of 54-inch, high pressure (450 psi) penstock piping.

Town of Estes Park - Water Supply Studies. Mr. Fosha was in charge of a water supply analysis performed for the Town of Estes Park. Work included analysis of historic municipal water use, projections of future domestic and irrigation water requirements, an analysis of the Town's sources of supply including C-BT and Windy Gap project water and preparation of an augmentation plan.



GEORGE M. FOSHA  
PAGE 2

Public Service Company of Colorado - Miscellaneous Water Right Transfers. Mr. Fosha has participated in numerous court cases involving the transfer of irrigation water rights in the Boulder and St. Vrain drainages. Work included analysis of historic diversions and stream depletions and the formulation of protective terms and conditions to prevent injury to other water users. He has also been involved with numerous studies related to providing a firm water supply for the Valmont, St. Vrain and Pawnee power plants.

Governor Lamm's Metropolitan Water Roundtable. Technical Consultant to the Roundtable for studies related to providing long-term water supply to the Denver metro area. Work included an analysis of the potential yield and construction costs for the proposed Two Forks Reservoir, an analysis of storage sites downstream of Denver Metro Sewer, an analysis of the exchange potential on the South Platte, and presentations to the Roundtable.

State of Colorado - Ute Indian Reservations. Mr. Fosha has participated in investigations to quantify the virgin flows for the major stream system in Irrigation Division 7 in relation to the federal reserved rights claims for the Ute Indian tribes.

Denver Water Board - South Platte EIS Analysis (1985-Present). Mr. Fosha was in charge of studies for the Denver Water Board to analyze the impact of Denver's proposed South Platte storage alternatives on the flows of the South Platte River at the Colorado state line as part of an overall assessment of the environmental impact related to the whooping crane habitat.

City of Greeley - Water Rights Analysis. Mr. Fosha was in charge of a comprehensive analysis of the water rights owned by the City. Studies included an analysis of the municipal water usage patterns; determination of the historic depletions attributable to agricultural water rights; operation studies to optimize usage of the various rights by the city; and development of a river transit loss model (adopted from USGS models). This work was used as a basis for a transfer of the City's water rights to allow for municipal uses.

Representative Augmentation Plans and Water Rights Changes.

Mt. Carbon Metropolitan Dist.	-	Water rights and water supply for population of approx. 18,000 near Morrison, Colorado.
Colorado Canal-Lake Meredith	-	Quantification of historic agricultural consumptive use and change to alternate uses and storage. Involved approx. 34,000 acre-feet of historic annual consumptive use.
Stroh Ranch Development	-	Water rights and plan for augmentation for population of approx. 20,000 in the Cherry Creek Basin.
City of Trinidad	-	Transfer of agricultural water rights and administration for Trinidad Reservoir.
Cottonwood Water & San. Dist.	-	Augmentation plan using combination of tributary and non-tributary rights.
Woodmoor Water & San. Dist.	-	Augmentation plan using nontributary groundwater.
Town of Palmer Lake	-	Augmentation plan to supplement the town's existing water rights supply.
YMCA of the Rockies	-	Augmentation plan for water supply for large recreational complex near Granby, Colorado.

GEORGE M. FOSHA  
PAGE 3

Expert Witness Testimony. Mr. Fosha has provided testimony as an expert witness in trials related to water rights transfers, plans for augmentation and water rights cost evaluation in Water Divisions 1, 2, 4, 5 and 6 and in hearings before the New Mexico State Engineer.

Representative Dam and Reservoir Designs, Construction, and Rehabilitations.

- |                          |   |  |
|--------------------------|---|--|
| Prewitt Reservoir        | - | Design and installation of a drain and filter blanket to control major seepage.  |
| Julesburg Reservoir      | - | Design and installation of a drain line and embankment stabilization berm for two dams.  |
| Lake Henry               | - | Design and installation of a toe drain to control seepage.   |
| Bergen Reservoirs        | - | Flood hydrology and spillway evaluation, and investigations for dam improvements for four reservoirs.                          |
| Stagecoach Reservoir     | - | Flood hydrology and spillway design.   |
| North Sterling Reservoir | - | Flood hydrology, spillway design, and dam failure incremental damage assessment.   |
| Hughes Reservoir         | - | Flood hydrology, preliminary spillway design and dam rehabilitation, breach design and construction.                           |
| Vancil Reservoir         | - | Flood hydrology hazard classification, design and specifications for a new dam.  |
| Snow Mountain Reservoir  | - | Water supply analysis, flood hydrology, design and technical specifications for a new dam.                                     |
| Trout Lake Dam           | - | Design of toe drain, embankment stabilization, emergency spillway enlargement, incremental damage assessment, F.E.R.C. review. |
| Terminal Dam             | - | Flood hydrology, design and specifications for new rockfill dam.   |
| Ute Creek Dam            | - | Flood hydrology, design and specifications and construction supervision for new dam.   |

Representative Valuations of Water Rights.

- |                                |   |   |
|--------------------------------|---|---|
| Public Service Co. of Colorado | - | Valuation of conditional water rights owned by PSCo for Hinman Park Reservoir near Steamboat Springs, Colorado; valuation of water rights and storage space in Barker Reservoir near Nederland, Colorado; yield analysis and preliminary valuation of senior irrigation water rights near Brush, Colorado for Pawnee power plant. |
| Colorado-Ute Electric Assoc.   | - | Yield analysis and valuation of surplus conditional water rights owned by CUEA in the Yampa, Colorado and Gunnison river basins.  |
| Rocky Mountain Power Co.       | - | Yield analysis and valuation of conditional water rights for large water diversion project on headwaters of the White River.  |
| Eagle Pass Ranch               | - | Yield analysis and valuation of senior irrigation rights on the Blue River near Green Mountain Dam.   |
| Mt. Carbon Metropolitan Dist.  | - | Yield analysis and valuation of irrigation rights on Bear Creek near Morrison, Colorado for purchase by the Mt. Carbon District.  |

PAID IN FULL



GEORGE M. FOSHA  
PAGE 4

- Ken Caryl Water & San. Dist. - Valuation of senior irrigation rights on the Williams Fork River near Parshall, Colorado being offered to the Ken Caryl District.
- Foxley Cattle Co. - Valuation of the majority interest owned by Foxley in the Colorado Canal Company near Ordway, Colorado for resolution of civil litigation.
- City and County of Denver - Valuation of the nontributary bedrock groundwater pertinent to the condemnation of lands for the new Denver International Airport.

PAID IN FULL

**JAMES A. FERENTCHAK**

**SENIOR ENGINEER -** W. W. Wheeler and Associates, Inc.  
Englewood, Colorado

**REGISTRATION -** Registered Professional Engineer - Colorado  
- Wyoming

**EDUCATION -** BSCE, Colorado State University, 1977  
MSCE, Colorado State University, 1979

**PROFESSIONAL AFFILIATIONS -** American Society of Civil Engineers  
American Water Resources Association  
Consulting Engineers Council of Colorado

**WORK EXPERIENCE -** Since 1979, Mr. Ferentchak has been employed as an engineer with W. W. Wheeler and Associates, Inc., in the general field of water resources engineering. Mr. Ferentchak has specialized in surface hydrology, runoff correlations, stream and reservoir operation studies, water supply studies, and water rights analyses. Mr. Ferentchak is also experienced in groundwater hydrology, design of hydraulic structures including dams and pipelines, and in flood plain evaluation. He has extensive experience in computer modeling of stream and reservoir systems. The following projects are representative of Mr. Ferentchak's experience in water resources:

Colorado-Ute Electric Assoc., Inc. - McElmo Creek Project. An analysis of the potential yield of junior water rights in the McElmo Creek Basin near Cortez, Colorado. The analysis considered historic streamflows, existing water rights, potential future basin inflow from the U.S.B.R. Dolores River Project, and an analysis of potential reservoir capacities required to obtain a firm yield with junior water rights.

City of Trinidad - Trinidad Reservoir Project Water Rights. An analysis of the yield of several Purgatoire River water rights condemned for the construction of the U.S.B.R. Trinidad Reservoir Project. Based upon this analysis, these water rights will be transferred in water court.

Denver Metropolitan Water Roundtable. An analysis was performed to determine the amount of water potentially available for exchange between the City of Denver water intake near Waterton and the Denver Metro Sewage Plant outfall near Commerce City. A major component of this study was the development of a computer model to determine daily minimum streamflows. The model operated on a daily basis utilizing historic streamflows and historic and projected water right diversions. Potential reservoir sites for storage of exchange water were also investigated.

Mount Carbon Metropolitan District. Analysis of the historic yield of irrigation water rights for transfer and use in a plan for augmentation. Developed a computer model to operate the water supply for a new commercial/residential development.

Stroh Ranch Development. Analyzed the historic yield of irrigation water rights. Transfer and use of the rights in a plan for augmentation for use as the water supply for a 2,000 acre commercial and residential development near Parker, Colorado.



JAMES A. FERENTCHAK  
PAGE 2

Woodmoor Water and Sanitation District. Evaluation of municipal demands and projected future water requirements, preparation of a plan for augmentation to replace depletions to the stream system resulting from the withdrawals of not-nontributary groundwater supplies and the operation of an exchange on Monument Creek, and preparation of a substitute supply plan for the District.

National Hog Farms. Water use projections, evaluation of historic crop consumptive use and streamflow depletions, and preparation of a substitute water supply plan for a hog production facility.

Colorado-Ute Electric Assoc., Inc. - Four Counties Project. Streamflow correlation studies in the Upper Yampa River Basin utilizing streamflow records, snow depth, elevation, and latitude data to forecast potential yield of water rights for a proposed change of water rights.

Colorado Attorney General - Ute Indian Reserved Water Rights Hydrology Study. Synthesis of virgin streamflows and analysis of water right historic diversion records for development of a streamflow hydrology and irrigation model.

North Sterling Irrigation District - North Sterling Reservoir. Flood hydrology including the development of the probable maximum flood; dam failure analysis including damage assessment, and downstream flood routing using the DAMBRK, HEC-1 and HEC-2 computer models; and design of a new emergency spillway.

Lower Bowles Reservoir Company - Patrick Lake Dam. Flood hydrology, analysis of dam rehabilitation alternatives, and design of rehabilitation features including dam enlargement and a new spillway.

Bergen Ditch and Reservoir Company - Bergen Nos. 1, 2, 3 and 5 Reservoirs. Flood hydrology including development of full and one-half probable maximum floods; reservoir routings, dam failure evaluations and spillway sizing; evaluation of dam rehabilitation alternatives; and design and construction of a service spillway and of an outlet conduit and intake structure.

Upper Yampa Water Conservancy District - Stagecoach Reservoir. Flood hydrology including development of the probable maximum flood with snowmelt flood components and evaluation of frequency floods; reservoir routing and overtopping evaluation; and spillway sizing and design.

Julesburg Irrigation District - Julesburg Reservoir. Evaluation of seepage problems; design and installation of a toe drain and embankment stabilizing berm on two dams; preliminary design of the outlet conduit rehabilitation.

Colorado-Ute Electric Assoc., Inc. - Tacoma Project. Field engineer for construction of 9,600 feet of 66-inch ring girder supported pipeline, including anchor blocks, support piers, valving and foundations, 2,100 feet of 54-inch pressure penstock, a large rock-fill dam and an earth-fill diversion dam.

STEVEN D. STEFFENS

SENIOR ENGINEER -

W. W. Wheeler and Associates, Inc.  
Englewood, Colorado

REGISTRATION -

Registered Professional Engineer - Colorado

EDUCATION -

BS Mining Engineering - Colorado School of Mines, 1971  
Graduate Studies, Colorado School of Mines, 1972  
Graduate Studies, University of Wisconsin, 1983  
Graduate Studies, University of Colorado—Denver, 1987

AFFILIATIONS -

American Society of Civil Engineers, Member  
Former Mayor, Town of Silver Plume, Colorado  
Former Trustee, Town of Silver Plume, Colorado

**WORK EXPERIENCE** - Mr. Steffens has been employed as a staff engineer with W. W. Wheeler and Associates, Inc. since August 1985. During that time he has been actively involved in all aspects of Water Resource Engineering including water rights evaluations, dam design and construction, irrigation ditch rehabilitation, water piping systems, and flood studies. Prior to 1985, Mr. Steffens was employed for 13 years at the AMAX Henderson Mine in various engineering and construction positions, finally as assistant to the Chief Engineer for the mine and mill facilities. During his tenure at the Henderson Mine he supervised mine and mill plant design engineering, tailing engineering, environmental engineering, water resource development and administration, contract preparation, and long-range planning and scheduling. He also was the construction engineer on three multi-million dollar mineshaft installations. The following projects are representative of Mr. Steffens' experience in water resource engineering and computer modeling applications.

**RESERVOIR DESIGN AND CONSTRUCTION**

PAID IN FULL

Patrick Lake. Designed and prepared construction documents and served as project engineer for the installation of an emergency spillway at Patrick Lake in a residential area of Arapahoe County. Construction of the spillway and related embankment improvements were completed in 1986. Special considerations necessary for the construction included administration of ten separate agreements between various land owners, homeowner associations, and public utilities; each having specifications and stipulations affecting the construction.

Upper Tule Dam. Designed and prepared construction documents and served as construction engineer for the installation of an emergency spillway at Upper Tule Reservoir in Arapahoe County. An incremental damage assessment was prepared to determine the design flood for the structure.

Inspection of Henderson Water Storage Facilities. Was responsible for the in-house inspection of all reservoir facilities associated with the Henderson Mine and Mill, including four medium or high hazard dams and several low hazard dams.



STEVEN D. STEFFENS  
PAGE 2

## WATER SYSTEM DESIGN

Smith Ditch Rehabilitation. Designed and provided construction assistance for the rehabilitation of an irrigation ditch located on U. S. Forest Service land in Grand County. Because of difficult access conditions and to minimize environmental disturbance, precast-concrete control structures were custom designed and installed.

Twin Lakes Reservoir Co. In progress evaluation of the efficiency of the collection canals and interceptor systems supplying water to the Twin Lakes Reservoir Co. The hydraulics of the various segments of the system are being analyzed to determine appropriate modifications for increasing the yield of the overall project. Included in the scope is the replacement of open canals with large diameter steel pipe in reaches of the system that are prone to avalanche.

Process Water Reclaim System for a Molybdenum Mine. Design, evaluation, and preparation of construction documents for a 24-inch diameter welded steel pipeline that will return decant water from a tailing impoundment back to the mill concentrator facilities.

## HYDROLOGY AND FLOOD STUDIES

Process Water Treatment and Simulation at the Climax Mine. Calibration of a computer model that predicts snowmelt runoff and water balance for the Climax Mine and Mill facilities. The results of the runoff simulation are used as input to a separate computer model. The second model calculates the optimal treatment rate and redistribution of the water that is necessary to maintain discharge water quality standards and safe storage levels.

Simulation Model for Henderson Mill Water Supply. Developed a statistical simulation model to determine the probability of water shortage at the Henderson Mill based on various ore production rates, water right priorities, and simulated snowmelt runoff rates. The simulation model was used to perform an incremental risk analysis for justification of capital project construction.

Prediction of Nontributary Water Inflows at the Henderson Mine. An analysis of historic connate water inflow rates into the underground mine was performed and an empirical model was prepared to predict future rates of inflow based on different mine development plans.

Modeling of Jimmy Camp Creek Alluvial Aquifer (In Progress). A groundwater model of the Jimmy Camp Creek alluvial aquifer is being prepared and calibrated with the historic production rates of wells and surface recharge from precipitation and irrigation return flows. The model will be used to simulate and evaluate the effects of planned future well production and recharge, for use in aquifer management.

## WATER RIGHTS YIELD STUDIES AND DETERMINATION OF HISTORIC USE

Historic Use Evaluation on South Boulder Creek. An evaluation of the historic use of mutual ditch shares was performed for three ditches along South Boulder Creek to determine the annual consumptive use available for transfer.

STEVEN D. STEFFENS  
PAGE 3

Operation Study for Colorado-Ute Tri County Reservoir. An operation study was performed for the Tri County Reservoir, located on the Gunnison River, to determine the firm yield of the associated storage water rights supplemented by direct flow rights.

Operation Study for the Sylvan Reservoir in Grand County. A detailed operation study was performed for the Sylvan Reservoir to determine the firm yield of the reservoir storage right supplemented by a direct flow right. The water supply to the reservoir had to be synthesized from limited streamflow records.

PAID IN FULL



RÉSUMÉS OF KEY PERSONNEL

KUMAR AND ASSOCIATES, INC.

**PAID IN FULL**

NARENDER KUMAR, P.E.

## EDUCATION

M.S., Civil Engineering, University of Utah, 1971

B.S., Civil Engineering, Punjab Engineering College, 1969

## REGISTRATION

Professional Engineer: Colorado, Illinois

## EMPLOYMENT HISTORY

1989 to Present - President, Kumar and Associates, Inc.

1980 to 1989 - Chen-Northern, Inc. Manager of Engineering

1972 to 1979 - Sargent & Lundy, Supervisor of Engineering

1970 to 1971 - Robert Hunt Co., Materials Engineer

## EXPERIENCE

Mr. Kumar has 20 years of experience in the field of geotechnical engineering, including transportation, buildings and water resources. Mr. Kumar is responsible for reviewing and conducting geotechnical investigations for the design of structures, including airports, pavements, concourse facilities, support buildings and parking structures.

Previously, he managed the engineering department at Chen-Northern for five years. The department consisting of professional engineers and geologists and support personnel consisting of drilling, laboratory and field technicians. He was responsible for marketing, proposal preparation, contracts, budgets, technical review, and flow of work and schedules. Mr. Kumar was also responsible for professional development and loss prevention techniques as taught by ASFE.

Mr. Kumar has performed work at Stapleton, Centennial, Jefferson County, and Fort Collins/Loveland airports. The work included runways, terminals and/or support facilities, parking structures, access roads, retaining structures, landscaping and fuel storage tanks. He has worked on projects for the Colorado Department of Highways, various counties, cities and municipalities and private developers. His other projects include the Julesburg Interchange, Highway C-470, Quebec Street and CentreTech Parkway.

As a Manager of Quality Assurance for Site Grading and Drainage, Contract F-004A, for new Denver International Airport, his responsibilities include coordination and review of all earthwork activities performed by the contractor. His duties include report and procedure reviews, random testing, preparation of technical memorandums, statistical analysis and coordination.



## NARENDER KUMAR, P.E.

Mr. Kumar has worked on numerous subgrade and stabilization projects requiring soil cement, cement treated base, lime and flyash treatment, and geotextiles. Typical projects included Rio Grande Dam, Meridian Office Park and Lutheran Medical Center and Hidden Lake Shopping Center.

Mr. Kumar is experienced in various foundation types such as spread footings, mat foundations, drilled piers and piles. He has also performed analyses of foundation treatments, slope stability, seepage, liquefaction and instrumentation, and prepared earthwork specifications and construction documents. During construction, he reviews observation reports on earthfill, concrete, steel, asphalt, insulation and roofing materials.

Mr. Kumar has conducted several seminars on various aspects of geotechnical engineering. He was the official U.S. delegate to the 6th International Conference on Expansive Soils, New Delhi, India, December 1987. He recently completed a course entitled "Introduction to Professional Practice" conducted by ASFE and is familiar with loss prevention techniques.

He has prepared reports for site development of residential, industrial and commercial projects in Colorado. Significant among these projects are CentreTech Business Park in Aurora; Province Towne Development in Fort Collins, and Greenwood Plaza South in Arapahoe County.

He has coordinated the preparation of site study reports, safety analysis reports and environmental reports for power plants. These projects required piles, spread footings and mat foundations, flyash and sludge disposal ponds, cooling towers, coal handling systems and large mooring cells.

## MEMBERSHIP IN ORGANIZATIONS

PAID IN FULL

American Society of Civil Engineers  
U.S. Committee of the International Committee on Large Dams

## PUBLICATIONS

Kumar, N., "Review of Common Design and Construction Practices on Expansive Soils in Colorado," Proceedings of the International Conference on Expansive Soils, Adelaide, Australia, May 1984.

Kumar, N., "Investigation of Distress, Colorado National Guard Armory, Aurora Colorado," Proceedings at ACI Convention, Houston, Texas, November 1988.

MARCUS J. PARDI, P.E.

#### EDUCATION

B.S., Geological Engineering, Colorado School of Mines, 1974  
Post-Graduate Work in Dam Design, Ground-Water Hydrology and Rock Mechanics

#### REGISTRATION

Professional Engineer: Colorado

#### EXPERIENCE

Mr. Pardi has over 16 years of diversified experience in geological and geotechnical engineering. He is responsible for field investigations, analyses and preparation of reports and design recommendations for earth and earth-rock dams, subdivisions, ski area developments, canals, pipelines, bridges, roads, pavement projects, buildings, towers, water and wastewater treatment facilities, and large water storage tanks.

Services he typically provides on engineering projects are developing foundation recommendations, natural and artificial slope stability analysis, ground-water hydrology and seepage analysis, and aquifer characteristics. He also evaluates potential geologic hazards and use of earth and rock materials for construction purposes.

Examples of Mr. Pardi's project experience in Colorado include geological and geotechnical engineering for the Wildcat Dam and Reservoir in Fort Morgan; McPhee Dam access roads in southwestern Colorado; Beaver Creek ski area development in Avon; Arapahoe Park Race Track in Arapahoe County; Boyd Lake raw water supply and treatment facility near Loveland; Wolf Creek Valley Resort and ski area, Mineral County; and the Villages at Castle Rock and the Meadows community developments in Douglas County.

Commercial developments such as shopping centers, office parks, office buildings and warehouses are typical projects on which he has provided geotechnical services. He also has considerable expertise in new and remedial pavement design.

#### MEMBERSHIP IN ORGANIZATIONS

American Society of Civil Engineers  
Association of Engineering Geologists

PAID IN FULL

# The Julesburg Irrigation District

• OFFICE OF SECRETARY  
Phone 474-3737  
114 West 1st Street

JULESBURG, COLORADO

February 19, 1991

CWOB

FEB 21 1991

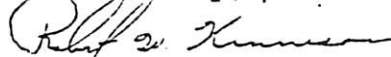
State Water Conservancy Board  
Attention: Frank Acre  
721 State Centennial Building  
1313 Sherman  
Denver, Colorado 80203

Gentlemen:

The Board of the Julesburg Irrigation District has agreed to pay half of the Feasibility Study for the forthcoming repairs on the Outlet at the Jumbo Reservoir.

The Feasibility Study is to be done at an estimated cost of \$ 13 200.00, by the W.W. Wheeler and Associates Inc.

Yours truly,



Robert W. Kinnison

President

JULESBURG IRRIGATION DISTRICT

RK:lc

PAID IN FULL

APPENDIX B



## RESOLUTION

BE IT RESOLVED, that the Julesburg Irrigation District shall enter into the Project Contract with the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board), in the form attached hereto as Exhibit 1; and the President and Secretary are authorized to execute the Project Contract on behalf of the District.

BE IT FURTHER RESOLVED, that the District, through the above officers, borrow, under the terms of the Project Contract, the principal sum of \$325,000.00;

BE IT FURTHER RESOLVED, that the District shall make assessments sufficient to pay off the contract loan pursuant to its terms and to discharge the indebtedness;

BE IT FURTHER RESOLVED, that the District shall set aside this assessment revenue in a special fund separate and apart from other contractor revenues to assure payment of this revenue to the State;

BE IT FURTHER RESOLVED, that the officers shall execute the security agreement and financing statement required under the Project Contract.

**PAID IN FULL**

I certify that the foregoing Resolution was duly adopted by the Board of Directors of the Julesburg Irrigation District at a special meeting of the Board held on <sup>JANUARY</sup> December <sup>1992</sup> 10, 1991.

Louis L. Condy  
Secretary

Exhibit C

RESOLUTION

WHEREAS the Board has authorized the execution of a Project Contract between the Julesburg Irrigation District and the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board) for the rehabilitation of Julesburg Dam No. 4, and

WHEREAS said Contract requires that, as security for the loan to be made to it by the State, the Julesburg Irrigation District shall execute a warranty deed within thirty days of the substantial completion of the rehabilitation project conveying to the State an undivided 100% of the Julesburg Dam No. 4 and appurtenant structures:

NOW, THEREFORE, BE IT RESOLVED: That as security for the loan to be made to the Julesburg Irrigation District by the State of Colorado, the President and Secretary of the District are authorized and instructed to execute a warranty deed conveying to the State of Colorado for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board) an undivided 100% interest in the Julesburg Dam No. 4 and appurtenant structures, which deed shall be executed within thirty days of the substantial completion of the project.

I certify that the foregoing Resolution was duly adopted by the Board of Directors of the Julesburg Irrigation District at a special meeting of the Board held on March 10, 1992.

  
Secretary

Exhibit D

PAID IN FULL

The Julesburg Irrigation District  
Dam No. 4

Once-a-Year Payment

Principal \$325,000.00  
Interest 0.05  
Term 40 YEARS  
Payment \$18,941.00

PERIOD	PRINCIPAL	PAYMENT	INTEREST	PRINCIPAL REPAYMENT
1	\$325,000.00	\$18,941.00	\$16,250.75	\$2,690.25
2	322,309.75	18,941.00	16,116.23	2,824.77
3	319,484.98	18,941.00	15,974.98	2,966.02
4	316,518.96	18,941.00	15,826.68	3,114.32
5	313,404.64	18,941.00	15,670.95	3,270.05
6	310,134.60	18,941.00	15,507.44	3,433.56
7	306,701.04	18,941.00	15,335.76	3,605.24
8	303,095.80	18,941.00	15,155.49	3,785.51
9	299,310.29	18,941.00	14,966.20	3,974.80
10	295,335.49	18,941.00	14,767.45	4,173.55
11	291,161.94	18,941.00	14,558.77	4,382.23
12	286,779.71	18,941.00	14,339.65	4,601.35
13	282,178.36	18,941.00	14,109.57	4,831.43
14	277,346.93	18,941.00	13,867.98	5,073.01
15	272,273.91	18,941.00	13,614.32	5,326.68
16	266,947.24	18,941.00	13,347.98	5,593.02
17	261,354.21	18,941.00	13,068.31	5,872.69
18	255,481.53	18,941.00	12,774.66	6,166.34
19	249,315.19	18,941.00	12,466.33	6,474.67
20	242,840.52	18,941.00	12,142.59	6,798.41
21	236,042.11	18,941.00	11,802.65	7,138.35
22	228,903.76	18,941.00	11,445.71	7,495.28
23	221,408.48	18,941.00	11,070.93	7,870.07
24	213,538.41	18,941.00	10,677.41	8,263.59
25	205,274.82	18,941.00	10,264.21	8,676.79
26	196,598.04	18,941.00	9,830.35	9,110.64
27	187,487.39	18,941.00	9,374.80	9,566.20
28	177,921.19	18,941.00	8,896.47	10,044.53
29	167,876.66	18,941.00	8,394.22	10,546.78
30	157,329.88	18,941.00	7,866.86	11,074.14
31	146,255.74	18,941.00	7,313.12	11,627.88
32	134,627.87	18,941.00	6,731.70	12,209.30
33	122,418.57	18,941.00	6,121.21	12,819.79
34	109,598.78	18,941.00	5,480.19	13,460.81
35	96,137.97	18,941.00	4,807.12	14,133.88
36	82,004.09	18,941.00	4,100.39	14,840.61
37	67,163.49	18,941.00	3,358.33	15,582.67
38	51,580.82	18,941.00	2,579.16	16,361.84
39	35,218.98	18,941.00	1,761.03	17,179.97
40	18,039.01	18,941.00	901.99	18,039.01

PAID IN FULL



SCHEDULE A  
COLORADO WATER CONSERVATION BOARD  
CONSTRUCTION FUND PROGRAM PROCEDURES

1. Board approval of engineering firm and engineering agreement between engineering firm and project sponsor.
2. Preparation of detailed plans and specifications for authorized projects by consulting engineering firm.
3. Approval of detailed plans and specifications by Board staff (plans and specifications for storage dams and reservoirs must also be approved by State Engineer's office).
4. Board staff approval of bidding for the project. Board staff present at bid opening for construction.
5. Project sponsor may issue the notice of award and the notice to proceed with construction to the contractor (both notices must be approved by the Board staff before they are issued).
6. Conduct a pre-construction conference. Approval of construction schedule by Board staff.
7. Construction commences. The Board staff makes periodic inspections during construction. All change orders must be approved by the Board staff in advance and before any construction on change items can commence. Emergency items cleared by telephone.
8. The consulting engineer certifies that the project has been completed according to approved drawings and specifications and arranges for final inspection.
9. Final inspection and acceptance of as-built project by Board staff.
10. Submittal of as-built drawings to Board staff for approval and filing.

PAID IN FULL