



## COLORADO

### Colorado Water Conservation Board

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

June 7, 2023

Beeman Irrigation and Milling Company and Meadow Island Ditch Company No. 2  
c/o Xcel Energy  
1800 Larimer St., Suite 1300  
Denver, CO 80202

#### Loan Compliance Confirmation - C153391

Attached for your records are the original documents relative to the agreement between the Beeman Irrigation and Milling Company and Meadow Island Ditch Company No. 2, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153391. The documents have been stamped "PAID IN FULL" denoting that the Company has satisfied the terms of the agreement in full.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3205 or email at [mimi.winter@state.co.us](mailto:mimi.winter@state.co.us). If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Mimi Winter, Finance Manager  
Finance Section

Attachments

cc: CWCB Files





# QUIT CLAIM DEED

The Colorado Water Conservation Board ("Grantor"), whose address is 1313 Sherman Street, Room 718, Denver, Colorado, 80203, City and County of Denver, State of Colorado, hereby quit claims to Beeman Irrigation and Milling Company and Meadow Island Ditch Company No. 2. ("Borrower"), whose address is 1800 Larimer Street, Suite 1300 Denver, CO 80202, County of Weld State of Colorado, the following property, to wit:

All of the State of Colorado, Colorado Water Conservation Board's rights and interest in the property recorded in the Warranty Deed dated April 7, 1983 and recorded April 8, 1983 recording number 01922950, Weld County, Colorado.

Executed this 19th day of April, 2023.

GRANTOR:

STATE OF COLORADO  
Department of Natural Resources,  
Colorado Water Conservation Board

By\_

Kirk Russell, P. E., Section Chief

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 19th day of April, 2023, by Kirk Russell, as Section Chief, of the Colorado Water Conservation Board, on behalf of the State of Colorado. Witness my hand and official seal.

Jessica Gubler  
Notary Public

My commission expires March 27, 2027

JESSICA GIBBS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234011689  
MY COMMISSION EXPIRES MARCH 27, 2027

C-153391

RECORDER'S STAMP

THIS DEED, Made this 7th day of April, 19 83,  
between Beeman Irrigating Ditch and Milling Company  
and Meadow Island No. 2

~~XX~~corporations duly organized and existing under and by virtue of the laws  
of the State of Colorado of the first part, and  
Colorado Water Conservation Board,  
a corporation duly organized and existing under and by virtue of the laws  
of the state of Colorado of the second part; whose legal  
address is Department of Natural Resources, 1313 Sherman  
Street, Denver, CO 80203.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten-----  
DOLLARS

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby  
confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain,  
sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following  
described or parcel of land, situate, lying and being in the County of Weld  
and State of Colorado, to-wit:

"An undivided fifty percent portion of a reinforced concrete overflow  
diversion dam about 4 feet 8 inches high, 145 feet wide, 27 feet  
long, with 11 feet high side walls, with all necessary appurtenances,  
including stop logs, to be located near the center of Section 1,  
Township 2 North, Range 67 West of the 6th P.M."

~~XXXXXXXXXXXXXXXXXXXX~~

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise  
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all  
the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or  
equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said  
party of the second part, its successors and assigns forever. And the said

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the  
said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these  
presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of  
inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and  
convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants,  
bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its  
successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part  
thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto  
subscribed by its president, and its corporate seal to be hereunto affixed, attested by its  
secretary, the day and year first above written.

Attest:

MEADOW ISLAND NO 2

By Donald M. Beddo ATTEST: Scott Meining  
President Secretary.  
STATE OF COLORADO,

BEEMAN IRRIGATING DITCH AND MILLING COMPANY

By Johnnie Ulrich ATTEST: Ben Houston  
President Secretary  
XXXXXXX

ss.

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 7th day of April,  
19 83, by Johnnie Ulrich and Ben Houston, President and Secretary,  
respectively, of Beeman Irrigating Ditch and Milling Company; and  
Donald Beddo and Scott Meining, President and Secretary, respectively,  
of Meadow Island No. 2.

~~President and Secretary~~  
~~XXXXXXX~~

a corporation.s

My notarial commission expires My Commission Expires January 8, 1986

Witness my hand and official seal

Emma A. Houston  
Notary Public.



4899399 Pages: 2 of 2  
05/22/2023 10:42 AM R Fee: \$18.00 D Fee: \$0.00  
Carly Koppes, Clerk and Recorder, Weld County, CO

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

## WARRANTY DEED

C. D. \_\_\_\_\_  
TO

STATE OF COLORADO

County of \_\_\_\_\_

} ss.

I hereby certify that this \_\_\_\_\_ Instrument was  
filed for record in my office this \_\_\_\_\_  
day of \_\_\_\_\_, A.D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in \_\_\_\_\_ k \_\_\_\_\_, Page \_\_\_\_\_  
Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_

Recorder.

By \_\_\_\_\_ Deputy.

Fee, \$ \_\_\_\_\_

BRADFORD PUBLISHING CO., DENVER

*Johnnie Murch*  
*14605 W. 8th St.*  
*Platteville, Colo 80651*

*1 page 3<sup>00</sup> m*

*C #1430*



~~xxx~~corporations duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and Colorado Water Conservation Board, a corporation duly organized and existing under and by virtue of the laws of the state of Colorado of the second part; whose legal address is Department of Natural Resources, 1313 Sherman Street, Denver, CO 80203.

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby  
 confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain,  
 sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following  
 described or parcel of land, situate, lying and being in the County of Weld  
 and State of Colorado, to-wit:

**2d K0K8 H0A0H0S>6J0E2 K A0A0C0C0M b0A0**

EMMA ANITA HOLSTON  
NOTARY  
PUBLIC  
STATE OF COLORADO  
No. 761 WARRANTY DEED C

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

## WARRANTY DEED

TO

STATE OF COLORADO

} ss.

County of \_\_\_\_\_

I hereby certify that this \_\_\_\_\_ Instrument was  
filed for record in my office this \_\_\_\_\_  
day of \_\_\_\_\_, A.D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in \_\_\_\_\_ k \_\_\_\_\_, Page \_\_\_\_\_  
Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_

Recorder.

By \_\_\_\_\_

Deputy.

Fee, \$ \_\_\_\_\_

BRADFORD PUBLISHING CO., DENVER

*Handwritten:*  
1005 W. 1st St.  
Denver, Colo 80202

*Handwritten:*  
1 page 3<sup>00</sup> hr

*Handwritten:*  
C #1430

86/1013

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
86081

## CONTRACT AMENDMENT

LIQUIDATE REMAINING  
ENCUMBRANCE  
OF \$17,487.55

THIS CONTRACT, made this 9th day of May 1985, 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 Beeman Irrigation and Milling Company and the Meadow Island Ditch Company No. 2, 14605 Weld County Rd., Platteville, CO 80651, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5608X, Contract Encumbrance Number C153391, and ABL Account Number 16081, Org. Unit 77-77-777,

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

WHEREAS, the State and the Contactor did, on October 1, 1982, enter into a contract for State participation in the construction of improvements of the irrigation facilities of the Beeman Irrigation and Milling Company and the Meadow Island Ditch Company No. 2, in Weld County, Colorado, which contract is attached hereto as Exhibit A and is hereby incorporated herein; and

WHEREAS, the cost of the constructed project was less than what was originally estimated by the consulting engineer.

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

1. The Contractor, in consideration for the State's promises herein set forth, promises to indemnify, save and hold harmless and defend the State, and all of its employees and agents, acting officially or otherwise, from any and all liability, claims, demands, actions, debts, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of and injuries to, or death of all persons whatsoever, which may occur, or is sustained in connection with the performance of this contract, 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.

2. The terms and provisions of paragraphs A12, C1, and I of that certain contract dated October 1, 1982, attached hereto as Exhibit A and incorporated herein by reference, shall no longer be effective. All other terms and provisions of that certain contract dated October 1, 1982, shall remain in full force and effect.

3. Paragraph A12, C1, and I are hereby amended to read as follows:

A.12. Purchase from the State all of the State's right, title, and interest in said project and any facilities thereof at a total purchase price of Two Hundred Five Thousand Seven Hundred Twenty Dollars and Seventy-One Cents (\$205,720.71) payable in Thirty-Nine (39) annual installments of Five Thousand Two Hundred Seventy-Four Dollars and Eighty-Nine Cents (\$5,274.89) each, which first installment shall be due and payable on October 1, 1985, and yearly thereafter until the entire principal sum 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.





C. The State agrees that it shall:

1. Make available to the Contractor for the purpose of this contract not to exceed the sum of Eighty-Nine Thousand Seven Hundred Sixty-Two Dollars and Forty-Five Cents (\$89,762.45). Said Eighty-Nine Thousand Seven Hundred Sixty-Two Dollars and Forty-Five Cents (\$89,762.45) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing October 1, 1982, and for every month thereafter until said project has been completed, the Contractor shall prepare with the assistance of the consulting engineer referred to in paragraph A1 above an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

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

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A1 above are approved by the State.

I. Upon completion of the payment of the full purchase price to the State in the sum of Two Hundred Five Thousand Seven Hundred Twenty Dollars and Seventy-One Cents (\$205,720.71), as set forth in paragraph A12 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 by deed or other proper conveyance.

**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 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, 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.

## MINIMUM WAGE

4. Except as otherwise provided by law, if this contract is in excess of one hundred fifty thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public works (except highways, highway bridges, underpasses and highway structures of all kinds or contracts for any purpose to which the state department of highways or the chief engineer is a party) within the geographical limits of the State, the rate of wages for all laborers and mechanics employed by the contractor or any subcontractor on the building or other public works covered under the contract shall not be less than the prevailing rate of wages for work of a similar nature in the county, city and county, or municipality of the State in which the building or other public works is located. The prevailing rate of wages and the resolution of any disputes resulting therefrom shall be as prescribed by 8-16-101 CRS, as amended.

## DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402, 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 advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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





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

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

### COLORADO LABOR PREFERENCE

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

### GENERAL

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

8. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

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

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

BEEMAN IRRIGATION AND MILLING COMPANY

CONTRACTOR Johnnie Welch  
 POSITION President  
 FEDERAL I. D. NO. 84-0146265  
 ATTEST:  
 By Bruce M. Waddle  
 Secretary

MEADOW ISLAND DITCH COMPANY NO. 2

CONTRACTOR Bruce M. Waddle  
 POSITION \_\_\_\_\_  
 FEDERAL I. D. NO. \_\_\_\_\_  
 ATTEST:  
 By Bruce M. Waddle  
 Secretary

STATE OF COLORADO  
 RICHARD D. LAMM GOVERNOR

By David H. Getches  
 \*5 EXECUTIVE DIRECTOR.  
 DAVID H. GETCHES

DEPARTMENT NATURAL RESOURCES  
 OF

COLORADO WATER CONSERVATION BOARD

By William McDonald  
 W. WILLIAM McDONALD, DIRECTOR

### APPROVALS

ATTORNEY GENERAL DUANE WOODARD

By A. E. J. J. J.  
 First Assistant Attorney General  
 General Legal Services

CONTROLLER

By \_\_\_\_\_





AC 83/1011

DEPARTMENT OR AGENCY NUMBER
4-04-00
CONTRACT ROUTING NUMBER
83/38

\$108,750

## CONTRACT

THIS CONTRACT, made this 1st day of October 1982, 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 Beeman Irrigation and Milling Company and Meadow Island Ditch Company No. 2, 14605 Weld County Road 21, Platteville, CO 80651, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5608X, Contract Encumbrance Number C15339, and ABL Account Number 16080, Org. Unit 77-77-777,

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

WHEREAS, pursuant to the provisions of 37-60-119, Colorado Revised Statutes 1973, as amended, the State is authorized to construct certain water projects for the benefit of the people of the State; and

WHEREAS, the Contractor is an irrigation company in the State of Colorado and wishes to improve its present irrigation facilities, hereinafter called the project, for the members of the irrigation company in Weld County, Colorado, at an estimated cost of Two Hundred Twenty Thousand Dollars (\$220,000); and

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

WHEREAS, the State has agreed to construct fifty percent of said project and to sell the same to the Contractor upon mutually agreeable terms and conditions, subject to the availability of funding for that purpose; and

WHEREAS, pursuant to Senate Bill No. 87, Fifty-Fourth General Assembly of the State of Colorado, duly enacted into law, the Colorado Water Conservation Board has been authorized to expend a sum not to exceed One Hundred Ten Thousand Dollars (\$110,000) for construction of the project;

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

A. The Contractor agrees that it shall:

1. Employ an engineering firm to prepare project plans and specifications for the proposed project. Both the engineering firm and the project plans and specifications shall be approved by the State.

2. Subcontract the construction of said project to a responsible and capable firm, said project to be completed within two (2) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. The State must approve, in writing, all subcontracts before they become effective. The above-mentioned time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor.

1. The first part of the document is a list of the names of the persons who were present at the meeting.

2. The second part of the document is a list of the names of the persons who were present at the meeting.

3. The third part of the document is a list of the names of the persons who were present at the meeting.

4. The fourth part of the document is a list of the names of the persons who were present at the meeting.

5. The fifth part of the document is a list of the names of the persons who were present at the meeting.

6. The sixth part of the document is a list of the names of the persons who were present at the meeting.

7. The seventh part of the document is a list of the names of the persons who were present at the meeting.

8. The eighth part of the document is a list of the names of the persons who were present at the meeting.

9. The ninth part of the document is a list of the names of the persons who were present at the meeting.

10. The tenth part of the document is a list of the names of the persons who were present at the meeting.

11. The eleventh part of the document is a list of the names of the persons who were present at the meeting.

12. The twelfth part of the document is a list of the names of the persons who were present at the meeting.

13. The thirteenth part of the document is a list of the names of the persons who were present at the meeting.

14. The fourteenth part of the document is a list of the names of the persons who were present at the meeting.



3. Require all 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 or sustained in connection with the performance of any subcontract 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.

4. Require all Subcontractors to maintain liability insurance 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).

Said liability insurance shall name the Contractor and the State as co-insureds. No payments shall be made under this contract unless a copy of a certificate of said liability insurance has been filed with the Colorado Water Conservation Board.

5. Convey or cause title to be conveyed by warranty deed to the Colorado Water Conservation Board, Department of Natural Resources, State of Colorado, the following portions of the proposed project facilities within thirty (30) days of their completion:

An undivided fifty percent portion of a reinforced concrete overflow diversion dam about 4 feet 8 inches high, 145 feet wide, 27 feet long, with 11 feet high side walls, with all necessary appurtenances, including stop logs, to be located as shown in Appendix A.

The warranty deed must be recorded by the Contractor in the proper county or counties and all transfer taxes shall be paid by the Contractor.

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 system 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 as a result of the State's ownership of the project facilities identified in paragraph 5 above. The Contractor shall maintain general liability insurance covering the management, operation, and maintenance of the project system until it has completed purchase of the project system from 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).

Said liability insurance shall name the State as a co-insured. A copy of a certificate of said liability

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln. The letter discusses the state of the Union and the challenges facing the country at the time.



insurance must be filed with the Colorado Water Conservation Board prior to the start of the operation of the project system.

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

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

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

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

12. Purchase from the State all of the State's right, title, and interest in said project and any facilities thereof at a total purchase price of Two Hundred Fifty-Six Thousand Four Hundred Thirty-Two Dollars (\$256,432) payable in forty (40) annual installments of Six Thousand Four Hundred Ten Dollars and Eighty Cents (\$6,410.80) each, which first installment shall be due and payable on October 1, 1984, and yearly thereafter until the entire principal sum 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.

13. Obtain and maintain general fire and hazard insurance on the project system in an amount not less than the amount owing to the State for purchase of the project system until the Contractor has purchased the project system. The State shall be the sole insured of this policy. The purchase price 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 purchase price 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.

14. Comply with Construction Fund Program Procedures attached hereto as Schedule A.

15. Comply with the provisions of Section 5 of S.B. 439, 1981 Session of the Colorado General Assembly.

16. Not sell, convey, assign, grant, transfer, or otherwise dispose of the project or any portion thereof, so long as any of the annual installments required by paragraph A.12. above remain unpaid, without the prior written concurrence of the State.





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

C. The State agrees that it shall:

1. Make available to the Contractor for the purpose of this contract not to exceed the sum of One Hundred Eight Thousand Seven Hundred Fifty Dollars (\$108,750). Said One Hundred Eight Thousand Seven Hundred Fifty Dollars (\$108,750) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing October 1, 1982, and for every month thereafter until said project has been completed, the Contractor shall prepare with the assistance of the consulting engineer referred to in paragraph A.1. above an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

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

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved 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.

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

E. The Contractor shall not convey or sell any portion of the project without prior written authorization from the State until the Contractor has completed its payment obligation as set forth in paragraph A.12. above. The parties to this contract intend that the relationship between them contemplated by this contract is that of employer-independent contractor. 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, and Subcontractors during the performance of this contract.





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

G. 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 novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the state fiscal rules.

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

I. Upon completion of the payment of the full purchase price to the State in the sum of Two Hundred Fifty-Six Thousand Four Hundred Thirty-Two Dollars (\$256,432) as set forth in paragraph A.12. 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 by deed or other proper conveyance.

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

PAID IN FULL

PAID

—



## CONTROLLER'S APPROVAL

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

## FUND AVAILABILITY

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

## BOND REQUIREMENT

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

## MINIMUM WAGE

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

## DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

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

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

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

...the ... of the ...

...the ... of the ...

...the ... of the ...

...the ... of the ...

...the ... of the ...

...the ... of the ...

...the ... of the ...

...the ... of the ...

...the ... of the ...

...the ... of the ...



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

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

#### COLORADO LABOR PREFERENCE

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

#### GENERAL

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

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

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

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

BEEMAN IRRIGATION AND MILLING  
COMPANY AND  
MEADOW ISLAND DITCH COMPANY NO. 2

Contractor *Donald M. Bardo*

Position *President*

84-0146265

EMPLOYER I. D. NUMBER

STATE OF COLORADO  
RICHARD D. LAMM, GOVERNOR

By *D. Monte Pascoe*  
EXECUTIVE DIRECTOR, D. MONTE PASCOE

DEPARTMENT  
OF NATURAL RESOURCES  
COLORADO WATER CONSERVATION BOARD

By *James A. Stroup*  
J. WILLIAM McDONALD, DIRECTOR

By *J. D. MacFarlane*  
ATTORNEY GENERAL

By *A. H. Jewell, Jr.*  
Assistant Solicitor General  
General Legal Services

By *James A. Stroup*  
CONTROLLER

1. The first of the two main points of the report is that the...  
2. The second point is that the...  
3. The third point is that the...  
4. The fourth point is that the...  
5. The fifth point is that the...  
6. The sixth point is that the...  
7. The seventh point is that the...  
8. The eighth point is that the...  
9. The ninth point is that the...  
10. The tenth point is that the...

11. The eleventh point is that the...  
12. The twelfth point is that the...  
13. The thirteenth point is that the...  
14. The fourteenth point is that the...  
15. The fifteenth point is that the...  
16. The sixteenth point is that the...  
17. The seventeenth point is that the...  
18. The eighteenth point is that the...  
19. The nineteenth point is that the...  
20. The twentieth point is that the...

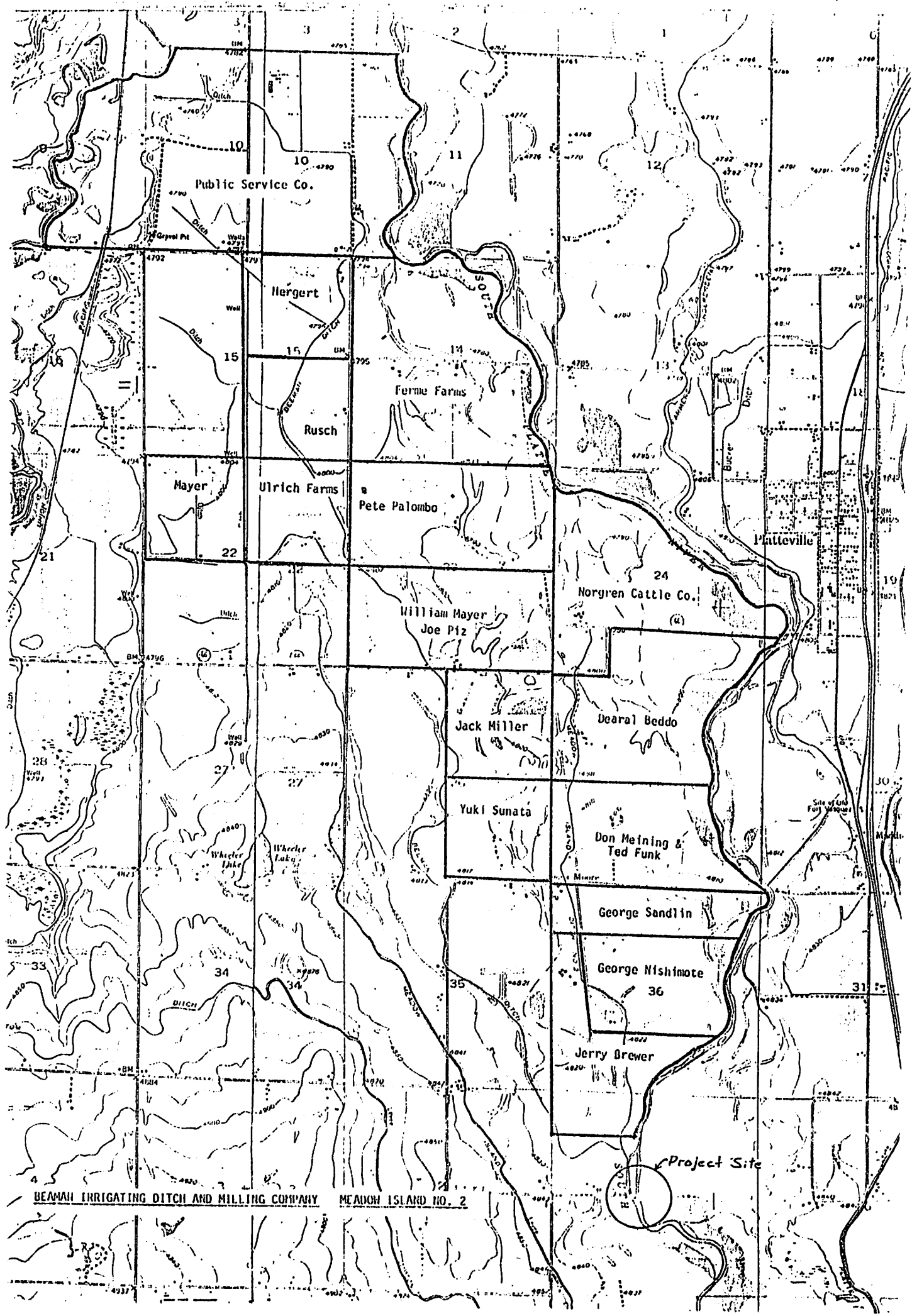
21. The twenty-first point is that the...  
22. The twenty-second point is that the...  
23. The twenty-third point is that the...  
24. The twenty-fourth point is that the...  
25. The twenty-fifth point is that the...  
26. The twenty-sixth point is that the...  
27. The twenty-seventh point is that the...  
28. The twenty-eighth point is that the...  
29. The twenty-ninth point is that the...  
30. The thirtieth point is that the...

31. The thirty-first point is that the...  
32. The thirty-second point is that the...  
33. The thirty-third point is that the...  
34. The thirty-fourth point is that the...  
35. The thirty-fifth point is that the...  
36. The thirty-sixth point is that the...  
37. The thirty-seventh point is that the...  
38. The thirty-eighth point is that the...  
39. The thirty-ninth point is that the...  
40. The fortieth point is that the...

41. The forty-first point is that the...  
42. The forty-second point is that the...  
43. The forty-third point is that the...  
44. The forty-fourth point is that the...  
45. The forty-fifth point is that the...  
46. The forty-sixth point is that the...  
47. The forty-seventh point is that the...  
48. The forty-eighth point is that the...  
49. The forty-ninth point is that the...  
50. The fiftieth point is that the...



APPENDIX A





## 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.





RECORDER'S STAMP

THIS DEED, Made this 7th day of April, 19 83,  
between Beeman Irrigating Ditch and Milling Company  
and Meadow Island No. 2

COPY

~~xx~~corporations duly organized and existing under and by virtue of the laws  
of the State of Colorado of the first part, and  
Colorado Water Conservation Board,  
a corporation duly organized and existing under and by virtue of the laws  
of the state of Colorado of the second part; whose legal  
address is Department of Natural Resources, 1313 Sherman  
Street, Denver, CO 80203.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten-----

DOLLARS

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby  
confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain,  
sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following  
described or parcel of land, situate, lying and being in the County of Weld  
and State of Colorado, to-wit:

"An undivided fifty percent portion of a reinforced concrete overflow  
diversion dam about 4 feet 8 inches high, 145 feet wide, 27 feet  
long, with 11 feet high side walls, with all necessary appurtenances,  
including stop logs, to be located near the center of Section 1,  
Township 2 North, Range 67 West of the 6th P.M."

PAID IN FULL

~~XXXXXXXXXXXXXXXXXXXX~~

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise  
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all  
the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or  
equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said  
party of the second part, its successors and assigns forever. And the said

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the  
said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these  
presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of  
inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and  
convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants,  
bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its  
successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part  
thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto  
subscribed by its president, and its corporate seal to be hereunto affixed, attested by its  
secretary, the day and year first above written.

~~XXXXX~~

MEADOW ISLAND NO. 2

ATTEST:

By Deard Beddo President  
STATE OF COLORADO,

Scott Meining Secretary.  
ss.

BEEMAN IRRIGATING DITCH AND MILLING COMPANY

ATTEST:

By John Ulrich President  
Secretary

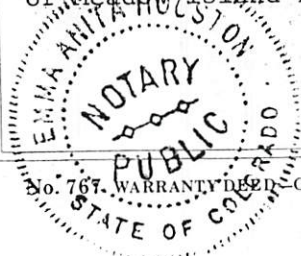
The foregoing instrument was acknowledged before me this 7th day of April,  
19 83, by John Ulrich and Ben Houston, President and Secretary,  
respectively, of Beeman Irrigating Ditch and Milling Company; and  
Deard Beddo and Scott Meining, President and Secretary, respectively,  
of Meadow Island No. 2.

~~President and~~  
~~Secretary~~

a corporation.s.

My notarial commission expires My Commission Expires January 3, 1986  
Witness my hand and official seal

Emma A. Houston  
Notary Public.



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

## WARRANTY DEED

TO

STATE OF COLORADO

ss.

County of \_\_\_\_\_

I hereby certify that this \_\_\_\_\_ Instrument was  
filed for record in my office this \_\_\_\_\_  
day of \_\_\_\_\_, A.D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in \_\_\_\_\_ k \_\_\_\_\_, Page \_\_\_\_\_  
Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_

Recorder.

By \_\_\_\_\_ Deputy.

Fee, \$ \_\_\_\_\_

BRADFORD PUBLISHING CO., DENVER

COPY

Johnnie Couch  
14605 W. 8th St.  
Platbur 6, Colo 80651

1 page 3<sup>00</sup>/<sub>100</sub>

C #1430



this loan was rolled into  
C153391, 5/9/85, for \$110,000  
CONTRACT

\$1,250

Ac 82/1007

THIS CONTRACT, made this 17th day of August, 1981, 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 Beeman Irrigating Ditch and Milling Co. and Meadow Island Ditch Co. No. 2, 14605 Weld County Road 21, Platteville, CO 80651, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5259X, Contract Encumbrance Number C153358, and

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

WHEREAS, pursuant to the provisions of 37-60-119, Colorado Revised Statutes 1973, 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 Beeman Irrigating Ditch and Milling Co. and Meadow Island Ditch Co. No. 2 has made application to the State for the improvement of its existing facility; and

WHEREAS, the Contractor is an irrigation company 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 the facilities of the Beeman Irrigating Ditch and Milling Co. and Meadow Island Ditch Co. No. 2 in accordance with a proposal for a project feasibility report prepared by the consulting engineering firm of Howard Noble, Jr. (the Consultant), and approved by the State, received July 15, 1981, which proposal is attached hereto as Appendix "A" and made a part of this contract. **PAID IN FULL**

2. Fifteen (15) copies of the final report called for in this contract shall be furnished to the State not later than November 1, 1981, 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 One Thousand Two Hundred Fifty Dollars (\$1,250) in the manner following:

a. Sixty percent (60%), to wit, Seven Hundred Fifty Dollars (\$750) of the total amount due in two (2) monthly installments of Three Hundred Seventy-Five Dollars (\$375) each, commencing on September 15, 1981.

b. The remaining forty percent (40%), to wit, Five Hundred Dollars (\$500) 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 by the Contractor is Two Thousand Five Hundred Dollars (\$2,500) and the Contractor shall pay the sum of One Thousand Two Hundred Fifty Dollars (\$1,250) as agreed to by letter dated August 13, 1981, 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 One Thousand Six Hundred Eighteen Dollars and Seventy-Five Cents (\$1,618.75) 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 One Thousand Six Hundred Eighteen Dollars and Seventy-Five Cents (\$1,618.75) shall be payable in ten (10) equal yearly installments of One Hundred Sixty-One Dollars and Eighty-Eight Cents (\$161.88) 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.

**PAID IN FULL**



## CONTROLLER'S APPROVAL

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

## FUND AVAILABILITY

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

## BOND REQUIREMENT

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

## MINIMUM WAGE

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

## DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

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

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

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



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

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

#### COLORADO LABOR PREFERENCE

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

#### GENERAL

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

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

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

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

BEEMAN IRRIGATING DITCH and  
MILLING CO. and MEADOW ISLAND  
DITCH CO. NO. 2

Contractor Johnnie M. Breman BREMAN  
Position President MEADOW

Donald W. Morgan Pres. Island

BEEMAN 84-0146265

EMPLOYER I. D. NUMBER

MEADOW Island 84-0482282

STATE OF COLORADO  
RICHARD D. LAMM, GOVERNOR

By Robert D. Stull  
EXECUTIVE DIRECTOR D. MONTE PASCOE

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By William McDonald  
WILLIAM McDONALD, DIRECTOR

#### APPROVALS

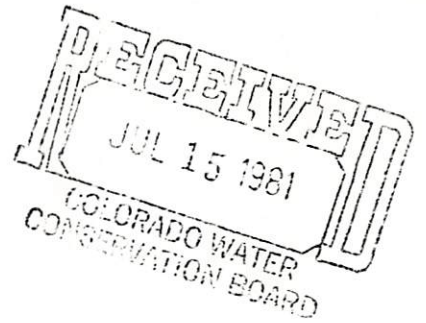
ATTORNEY GENERAL J. D. MacFARLANE

By A. H. Jewell, Jr.  
Assistant Solicitor General  
General Legal Services

CONTROLLER R. GARRETT MITCHELL

By [Signature]

APPENDIX A



July 13, 1981

Mr. Nick Ioannides  
Colorado Water Conservation Board  
823 State Centennial Building  
1315 Sherman Street  
Denver, Colorado 80203

Dear Sir:

On behalf of the Beaman Irrigation and Milling Company I would like to submit a proposal for a Feasibility Study concerning rebuilding their diversion dam on the South Platte River. This diversion dam will replace an existing 100 year old wooden structure which is in poor condition. Since it is a replacement and will use the same irrigation system as now exists, this project will not change any aspects of water quality or amount of acreage involved. It will, however, assure dependable irrigation deliveries without which member farms would be seriously affected.

The proposed Feasibility Study will consist of the following topics as listed in your book Guidelines, 1978 edition.

1. Prefacing Material - As described in guidelines.
2. Chapter I General Information - Same.
3. Chapter II The district - Same.
4. Chapter III Land - This chapter will consist of a service area map, present crop information, and ownership list.
5. Chapter IV Water - This section will detail the monthly diversions and wasteway flows. The new dam will not alter these figures. Water rights, dates of priority, etc. will also be explained.
6. Chapter V Plan of Development - Physical plans will be included both existing and proposed. Design criteria will be given as will a description of the proposed structure.
7. Chapter VI Costs - Same as in guidelines.

**PAID IN FULL**



Colorado Water Conservation Board  
July 13, 1981  
Page 2

8. Chapter VII Project Evaluation - Same.
9. Chapter VIII Financial Program - This section will detail a benefit-cost study using applicable standards and criteria.

Construction surveys and design drawings have already been completed. The Corps of Engineers has already been notified of our plans and are in the process of approving a permit for construction.

I am currently under contract to design and provide construction supervision and inspection on this project. For the additional work as required by your Department, I propose my fee to be \$2,500.00. The design contract has already been paid.

Work has started on assembling all the data necessary to prepare this feasibility study. Please notify me if my proposal is acceptable to you.

Thank you,

*Howard Noble*

Howard G. Noble  
PE #16473  
11254 West 38th  
Wheat Ridge, CO 80033

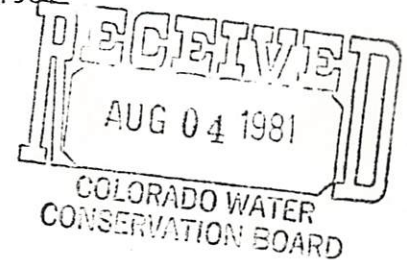
HGN:km

PAID IN FULL





July 30, 1981



Mr. Nick Ioannides  
Colorado Water Conservation Board  
823 State Centennial Building  
1315 Sherman Street  
Denver, Colorado 80203

Dear Sir:

Enclosed please find my fee schedule for this project. This schedule will be good through 1981. An hourly breakdown of engineering for preparation of the Feasibility report is as follows:

1. Prefacing Material	5 Hrs.	
2. General Information	5	Drafting, 20 Hrs.
3. District	8	
4. Land	5	Drafting, 15 Hrs.
5. Water	10	
6. Plans	15	
7. Costs	5	
8. Evaluation	10	
9. Financial	16	
Total Manhours	79 Hrs.	35 Hrs.

The September 1981 deadline is frankly a surprise. This will cause inconvenience but is not an insurmountable problem.

Thank you,

**PAID IN FULL**

*Howard G. Noble*  
Howard G. Noble, PE #16473  
11254 West 38th  
Wheat Ridge, CO 80033

HGN:km

Enclosure

FEE SCHEDULE

ENGINEERING SERVICES

Principal Engineer	\$25.00/Hour
Associate Engineer	\$20.00/Hour
Draftsmen or Technician	\$15.00/Hour
Typing	\$10.00/Hour
Court Testimony	Minimum \$500.00/Day

FIELD SERVICES

Site Reconnaissance	\$25.00/Hour + \$0.20/Mile
Concrete Sampling	\$100.00/Test
Geologic Testing, Investigation	\$85.00/Hour

**PAID IN FULL**

Howard Noble & Associates Engineering

APPENDIX B

August 13, 1981

Mr. Nick Ioannides  
Colorado Conservation Board  
823 State Centennial Building  
1315 Sherman Street  
Denver, Colorado 80203

Dear Sir:

Howard Noble informed us that we should write to you concerning our approval of his feasibility study and his fee for this study.

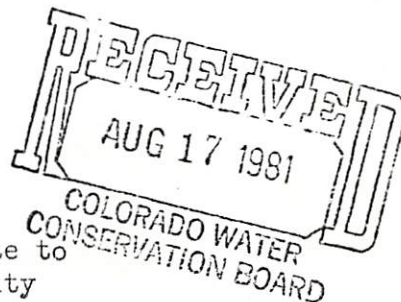
We have looked over his proposal and his fee schedule and find them both acceptable to us.

We understand that we will be contributing fifty percent and the State will contribute fifty percent of the cost of the study.

Sincerely,

*Donald T. Fagan*  
*Charmie Noble*

Beeman Irrigating Ditch and Milling Co.  
and Meadow Island Ditch Co. No. 2  
14605 Weld County Road 21  
Platteville, Colorado 80651



PAID IN FULL



CERTIFICATION

TO: Rudolph Livingston  
Executive Director  
Department of Personnel  
118 State Centennial Building  
1313 Sherman Street  
Denver, Colorado 80203

RE: Personal Service Contract Classification

The undersigned hereby certifies that the attached contract, Contract Routing No. \_\_\_\_\_, from the Department of Natural Resources (Dept.) has been examined, and the following have been determined concerning the correct classification of the contractor undertaking the services and work which are the subject of the contract. The contractor is a firm or individual:

- (a) who is responsible for the results of the work to be undertaken, but is not subject to the State's control as to the means and methods of accomplishing these results;

X YES \_\_\_\_\_ NO

- (b) who selects his clients and is free to work for one or more during any given interval;

X YES \_\_\_\_\_ NO

- (c) who determines the time and place the work will be performed;

X YES \_\_\_\_\_ NO

- (d) who provides the tools, materials and office space needed to perform the work;

X YES \_\_\_\_\_ NO

- (e) who does not participate directly or indirectly in benefit programs of the State (for example, is not covered by the State for Workmen's Compensation insuring for injury to himself, for Public Liability insuring for injury to others, or for unemployment compensation);

X YES \_\_\_\_\_ NO

- (f) who may agree to perform specific services for a fixed price and generally does not receive regular amounts at stated intervals.

X YES \_\_\_\_\_ NO

Affirmative responses to the listed classification indicia identify the services to be contracted as those of an independent contractor; negative responses as those of an (temporary) employee. Any negative response where the certified classification is that of an independent contractor will require, in addition, a qualification by written explanation accompanying this certification. If the explanation is not attached, the classification shall be presumed to be that of an employee.

Accordingly, the attached contract is determined to be and is so certified as an independent contractor, ~~temporary employee~~ (strike one) contract.

Upon examination of the records of this Department and inquiry of the contractor, the following is the history of any and all contracts entered into between the contractor and the State during the last two years:

<u>Executive Department</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Classification of Contract</u>
NONE			

SIGNED this 14 day of Sept, 1981

STATE OF COLORADO  
DEPARTMENT OF NATURAL RESOURCES  
By Robert D. Stull  
Executive Director  
(Title)

DIV. OF ADMIN.  
SERVICES ACC.

SEP 10 2 25 PM '81