COLORADO
Colorado Water
Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

May 14, 2025

The City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Loan Compliance Confirmation - CT2020-3209 (C153397)

Attached for your records are the original documents related to the agreement between the The City of Manitou Springs and the Colorado Water Conservation Board (CWCB), Loan Contract No. CT2020-3209 (C153397). The documents have been stamped "PAID IN FULL" denoting that the City has satisfied the terms of the agreement in full.

Should you have any questions, please contact me at mimi.winter@state.co.us. If we can be of any further assistance to you in the future, please let us know.

Sincerely,

Mimi Winter, Finance Manager
Finance Section

Attachments

cc: CWCB Files

Note: Per El Paso County Clerk and Recorder a Quit Claim Deed do not need to be recorded for a Warranty Deed unless property ownership has changed in which we would need a DOT, which is not the case with this loan.

Jessica Halvorsen

Recorded at 01303354 M., on 1985 SEP 25 PM 1:45 Book BOOK 5065 PAGE 1381
Reception No. 01303354 ARDIS W. SCHMITT 5065 Recorder
El Paso County Clerk & Recorder

Warranty Deed

THIS DEED is a conveyance of real property (including any improvements and other appurtenances) from the individual(s), corporation(s), partnership(s) or other entity(ies) named below as GRANTOR to the individual(s) or entity(ies) named below as GRANTEE.

The GRANTOR hereby sells and conveys to the GRANTEE the real property described below with all its appurtenances (the "property"), and the GRANTOR warrants the title to the property, except for (1) the lien of the general property taxes for the year of this deed (which the GRANTEE will pay) (2) any easements and rights-of-way evidenced by a recorded instrument (3) any patent reservations and exceptions (4) any outstanding mineral interests shown of record (5) any protective covenants and restrictions shown of record, and (6) any additional matters shown below under "Additional Warranty Exceptions".

The specific terms of this deed are:

GRANTOR: (Give name(s) and place(s) of residence; if the spouse of the owner-grantor is joining in this Deed to release homestead rights, identify grantors as husband and wife.)

THE CITY OF MANITOU SPRINGS, a municipal corporation,

GRANTEE: (Give name(s) and address(es); statement of address, including available road or street number, is required.)

COLORADO WATER CONSERVATION BOARD

FORM OF CO-OWNERSHIP: (If there are two or more grantees named, they will be considered to take as tenants in common unless the words "in joint tenancy" or words of the same meaning are added in the space below.)

PROPERTY DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

STATE DOCUMENTARY
SEP 25 1985
FEE $ None

CONSIDERATION: (The statement of a dollar amount is optional; adequate consideration for this deed will be presumed unless this conveyance is identified as a gift, in any case this conveyance is absolute, final and unconditional.)

RESERVATIONS-RESTRICTIONS: (If the GRANTOR intends to reserve any interest in the property or to convey less than he owns, or if the GRANTOR is restricting the GRANTEE'S rights in the property, make appropriate indication.)

ADDITIONAL WARRANTY EXCEPTIONS: (Include mortgages being assumed and other matters not covered above.)

Signed on SEPT. 4, 1985

Attest: SC Bartley

THE CITY OF MANITOU SPRINGS, A MUNICIPAL CORPORATION

Grantor

RUSSELL LEWIS, MAYOR

Grantor

LOIS J. GREENMAN, City Clerk

Grantor

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 4th day of September 1985 by Russell Lewis as Mayor and Lois J. Greenman as City Clerk of The City of Manitou Springs, a municipal corporation

WITNESS my hand and official seal.

My commission expires: 07/7/88

Michael A. Leslie
Notary Public

STATE OF Colorado)
COUNTY OF EL PASO) ss.

606 MANITOU AVE
MANITOU SPRINGS COLO 80829

Grantor

The foregoing instrument was acknowledged before me this day of 4th September 1985 by

WITNESS my hand and official seal.

My commission expires: 07/7/88

Michael A. Leslie
Notary Public

NO. 201

EXHIBIT "A"

MANITOU SPRINGS WATER TANK SITE

A tract of land located within the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 14 South, Range 67 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of Lot 5, Crystal Hills Estates Filing No. 2 as recorded in Plat Book D-3 at Page 82 in the records of said County;

Thence North 88°57'30" West, along the Southerly line of said lot, 30.00 feet; thence South 00°56'08" East, 560.59 feet to the point of beginning;

Thence North 89°03'52" West, 170.00 feet;
Thence South 00°56'08" East, 500.00 feet;
Thence South 34°37'32" East, 144.22 feet;
Thence North 59°04'58" East, 300.17 feet;
Thence North 05°01'16" West, 140.36 feet;
Thence North 45°56'08" West, 42.43 feet;
Thence North 00°56'08" West, 300.00 feet;

Thence South 89°03'52" West, 130.00 feet more or less to said point of beginning, said tract containing 3.97 acres, more or less.

Jorge Navarro
City of Manitou Spgs.
606 Manitou Ave.
Manitou Spgs. Co 80829

BOOK 5065 PAGE 1379

Recorded at 0430853 o'clock P.M. Book Page
Reception No. 353 1985 SEP 25 PM 1:45 Recorder
ARDIS W. SCHMITT
El Paso County Clerk & Recorder

Warranty Deed

THIS DEED is a conveyance of real property (including any improvements and other appurtenances) from the individual(s), corporation(s), partnership(s) or other entity(ies) named below as GRANTOR to the individual(s) or entity(ies) named below as GRANTEE.

The GRANTOR hereby sells and conveys to the GRANTEE the real property described below with all its appurtenances (the "property"), and the GRANTOR warrants the title to the property, except for (1) the lien of the general property taxes for the year of this deed (which the GRANTEE will pay) (2) any easements and rights-of-way evidenced by a recorded instrument (3) any patent reservations and exceptions (4) any outstanding mineral interests shown of record (5) any protective covenants and restrictions shown of record, and (6) any additional matters shown below under "Additional Warranty Exceptions".

The specific terms of this deed are:

C-153397

GRANTOR: (Give name(s) and place(s) of residence; if the spouse of the owner-grantor is joining in this Deed to release homestead rights, identify grantors as husband and wife.)

THE CITY OF MANITOU SPRINGS, a municipal corporation,

GRANTEE: (Give name(s) and address(es); statement of address, including available road or street number, is required.)

COLORADO WATER CONSERVATION BOARD

FORM OF CO-OWNERSHIP: (If there are two or more grantees named, they will be considered to take as tenants in common unless the words "in joint tenancy" or words of the same meaning are added in the space below.)

PROPERTY DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

STATE DOCUMENTARY
SEP 25 1985
FEE $ None

CONSIDERATION: (The statement of a dollar amount is optional; adequate consideration for this deed will be presumed unless this conveyance is identified as a gift; in any case this conveyance is absolute, final and unconditional.)

RESERVATIONS-RESTRICTIONS: (If the GRANTOR intends to reserve any interest in the property or to convey less than he owns, or if the GRANTOR is restricting the GRANTEE'S rights in the property, make appropriate indication.)

ADDITIONAL WARRANTY EXCEPTIONS: (Include mortgages being assumed and other matters not covered above.)

Signed on SEPT. 4 19 85
Attest: S.C. Bartley

THE CITY OF MANITOU SPRINGS, A MUNICIPAL CORPORATION
Grantor
RUSSELL LEWIS, Mayor
Grantor
LOIS J. GREENMAN, City Clerk
Grantor

STATE OF COLORADO)
COUNTY OF EL PASO) ss.
The foregoing instrument was acknowledged before me this 4th day of September 19 85
by Russell Lewis as Mayor and Lois J. Greenman as City Clerk of The City of Manitou Springs, a municipal corporation.
WITNESS my hand and official seal.
My commission expires: 07/1/84
Lois Michael C. Zulin
Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.
606 Manitou Ave
Manitou Springs Colo 80829
Grantor
The foregoing instrument was acknowledged before me this 4th day of September 19 85
by
WITNESS my hand and official seal.
My commission expires:
Notary Public

NO. 201

EXHIBIT "A"

Those portions of the South One-Half of the Northeast One-Quarter of the Northwest One-Quarter (S 1/2 NE 1/4 NW 1/4) and the North One-Half of the Southeast One-Quarter of the Northwest One-Quarter (N 1/2 SE 1/4 NW 1/4) of Section 6, Township 14 South, Range 67 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of the Northwest One-Quarter (NE 1/4 NW 1/4) and assuming the East line thereof to bear South 00°41'16" West to which all bearings contained herein are relative; Thence South 36°43'53" West, 1,580.12 feet to the point of beginning;

Thence South 66°00'00" East, 300.00 feet;
Thence South 39°26'06" East, 223.61 feet;
Thence South 58°52'30" East, 322.49 feet;
Thence South 24°00'00" West, 170.00 feet;
Thence North 63°23'51" West, 220.23 feet;
Thence North 73°07'30" West, 201.56 feet;
Thence North 50°37'25" West, 207.42 feet;
Thence North 44°33'08" West, 150.42 feet;
Thence North 03°33'10" West, 129.71 feet;

Thence North 24°00'00" East, 100.00 feet more or less to the point of beginning, containing 4.23 acres, more or less, together with the rights of ingress and egress thereto.

Cheryl Massaro
City of Manitou Springs
606 Manitou Ave.
Manitou Springs, Co 80829

LOAN CONTRACT AMENDMENT NO. 3

THREE (3) SIGNATURE PAGES (COVER PAGE) WITH ORIGINAL SIGNATURES ARE REQUIRED

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	**Amendment No. 3 Contract Number** CMS 148888 CT2020-3209
Borrower and Address City of Manitou Springs 606 Manitou Avenue Manitou Springs, CO 80829	**Original Contract Number** COFRS 83219 **Amend #1** COFRS 85266 **Amend #2** COFRS 86261 & C153397
Current Contract Maximum Amount ~~$XXXX~~ $1,200,000.00	**Contract Performance Beginning Date** October 1, 1982
Project Name Improvement of Water Supply System	**Contract Performance End Date** May 1, 1984
Reason for Modification Change in pledged security (collateral) from property to revenue	**Loan Contract Terms** 4.02% for 40 years **Loan Contract Repayment Schedule** (loan is in repayment) Payment Initiation Date: May 1, 1984 Maturity Date: May 1, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CITY OF MANITOU SPRINGS

Denise C. Howell
(Signature)

Name: Denise C. Howell

Title: City Administrator

Date: 1/15/2020

ATTEST:

Nicole Ortega
(Signature)

Name: Nicole Ortega

Title: Deputy Finance Director

Date: 1/15/2020

STATE OF COLORADO

Jared S. Polis, Governor
Colorado Department of Natural Resources
Dan Gibbs, Executive Director

DocuSigned by:
KR 2CC
(Signature) 946CA29BD43244E...

Name: Kirk Russell, P.E., Section Chief
Colorado Water Conservation Board

Date: March 9, 2020 | 11:57 AM PDT

PAID IN FULL

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Maggie Van Cleef
By: 94E07A5B7ADD43C...
Name: Maggie Van Cleef
Title: DNR Purchasing Director
Amendment Effective Date: March 9, 2020 | 3:29 PM PDT

1. PARTIES

This Amendment (the "Amendment") to the Original Contract (the "Contract") shown on the Signature and Cover Page for this Amendment is entered into by and between the Borrower ("Borrower" or "Authority"), and the State ("CWCB").

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

The borrower was approved for a CWCB loan contract, on October 1, 1982 for the Improvement of the Water Supply System Project. The project was completed and the loan is in repayment. The parties have agreed to amend the contract to change the pledged security (collateral) from property to revenue. The loan, in repayment, has six (6) years of repayments left on the original loan term of forty (40) years and the loan is currently overcollaterlized. The pledge of revenue in place of property is appropriate for the remaining loan balance. The total loan amount is hereby modified accordingly and the two (2) Warranty Deeds will be released through El Paso County.

PAID IN FULL

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

Amend the loan contract to change the pledged security (collateral) from property to revenue. The two pledged Warranty Deeds will be released through El Paso County and the borrower grants to Colorado Water Conservation Board a security interest in the pledged revenues that will serve as pledged security for the balance of the loan with all of the borrower's right to receive said revenues to repay the loan in accordance with the terms of repayment, or until all principal, interest and late charges, if any, are paid in full.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Form 6-AC-02A (R 5/85)

Ac 86/1037

DEPARTMENT OR AGENCY NUMBER
04-00
CONTRACT ROUTING NUMBER
86261

$100,000 additional

C153397

PROJECT
SECOND CONTRACT AMENDMENT

THIS CONTRACT, made this 25th day of February 198 6, 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 City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, CO 80829, 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 5310X, Contract Encumbrance Number 153397; and ABL Account Number 13100, 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 Contractor did on October 1, 1982, enter into a contract for State participation in the improvement of the water supply system of the Contractor for the benefit of its citizens; and

WHEREAS, the State and the Contractor did on March 1, 1985, enter into a contract amendment for an additional State participation of One Hundred Thousand Dollars ($100,000) in the improvements of the water supply system of the Contractor for the benefit of its citizens, which increase was based on the State's estimate that the cost indices for the project had increased by at least ten percent (10%), and in fact had increased by more than ten percent (10%); and

WHEREAS, Senate Bill 67 (1980 Session), which authorized the project, also provided that the authorized amount of One Million Dollars ($1,000,000) could be increased or decreased by "... such amounts, if any, as may be justified by reason of ordinary fluctuations in construction costs as indicated by engineering cost indices applicable to the types of construction involved for such projects ...."; and

PAID IN FULL

WHEREAS, the State staff has verified that the cost indices for this project have increased from the time that the project was authorized to the time the project was bid by twenty percent (20%) of the total project cost; and

WHEREAS, the Contractor wishes to add certain components to the project, which additions were contemplated by the original feasibility study but were not included under the initial project plans because of cost considerations on the part of the Contractor; and

WHEREAS, the City of Manitou Springs has now determined that it can afford to complete the entire project contemplated by the feasibility study; and

WHEREAS, the additional money provided by this contract amendment covers the total estimated increase in the cost indices for the project contemplated by the feasibility study, which project includes the additions to be made by the Contractor.

NOW THEREFORE, it is hereby agreed that:

A. The original contract as amended (Exhibit A) is amended as follows:

Paragraph A5 shall read:

A.5. Convey or cause title to be conveyed by warranty

310
am/m/sp

*(See instructions on reverse of last page.)

of Natural Resources, State of Colorado, the following portions of the proposed project facilities within thirty (30) days of their completion:

a. A 500,000-gallon tank with yard piping, to be located within the city limits of Manitou Springs.

b. A three-million-gallon-per-day treatment facility, in the general vicinity to the existing tank as shown in Appendix A.

c. 2,000± feet of 6-inch diameter DIP pipe.

d. 2,000± feet of 8-inch diameter DIP pipe.

e. The rehabilitated five pressure-reducing valves in the existing distribution system.

f. Five fire hydrants to be installed in the existing distribution system.

g. A booster pumping station of 15-gpm capacity.

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.

B. The contract amendment (Exhibit A) is further amended as follows:

PAID IN FULL

1. Paragraph A12 shall read:

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 Million Four Hundred Twenty-Three Thousand Six Hundred Sixty-Seven Dollars and Twenty Cents ($2,423,667.20) in the following manner:

First payment	$54,763.68
Second to fortieth payment	60,591.68
Forty-First payment	5,828.00

All payments shall be due and payable on May 1st of each year; and the first payment was made on May 1, 1985.

2. Paragraph C1 shall read:

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 Million One Hundred Eighty-Four Thousand Dollars ($1,184,000). Said One Million One Hundred Eighty-Four Thousand Dollars ($1,184,000) 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 thereafteruntil 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.

[illegible]

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.

3. Paragraph I shall read:

I. Upon completion of the payment of the full purchase price to the State in the sum of Two Million Four Hundred Twenty-Three Thousand Six Hundred Sixty-Seven Dollars and Twenty Cents ($2,423,667.20), 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.

C. All the terms and conditions of the original contract as amended shall remain in full force and effect with the exception of the amendments herein.

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

PAID IN FULL

1. For the State

Mr. J. William McDonald, Director
Colorado Water Conservation Board
721 State Centennial Building
1313 Sherman Street
Denver, CO 80203
Attn: Nick Ioannides

2. For the Contracting Entity

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Attn: Patrick Lynch

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

PAID IN FULL

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 committment 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

6 a. 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 a 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 extend 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. 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 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 :

(Full Legal Name) CITY OF MANITOU SPRINGS

By: Dan D Stuart

Position (Title) MAYOR

69-0840180
Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By« Lois A. Neenman
Corporate Secretary, or Equivalent, Town/City/County Clerk
City Clerk

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

By
*5 EXECUTIVE DIRECTOR.
for DAVID H. GETCHES

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By J. William McDonald
J. WILLIAM McDONALD, DIRECTOR

APPROVALS

ATTORNEY GENERAL

By DUANE WOODARD

A.H. JEWELL, JR.
First Assistant Attorney General
General Legal Services

CONTROLLER JAMES A. STROUP

By

*INSTRUCTIONS

(1) Insert official Department designation, e.g., Administration, Local Affairs, etc. as appropriate.

(2) Set forth company(ies) or individual(s) name(s) and address(es).

(3) Insert a brief statement indicating reasons for contract, e.g., "The contractor having special knowledge, expertise and skill in diagnosing and testing diseases affecting cattle; and." Use as many "Whereas's" as required. If additional space is required continue to above worlds "NOW, THEREFORE;" and state "continued on page 2". On page 2, state "Whereas continued from page 1" if required.

(4) Specify clearly the goods or services contracted for, the consideration moving from one party to the other, the time within the contract is to be executed, limitations on assignments, if any, and special provisions desired, or required. Seek legal assistance when in doubt. Separate each principal item and number consecutively using as many pages as necessary.

(5) If a delegee signs for the Executive Director place the worlds "FOR THE" before the word "EXECUTIVE"

Autographic, as distinguished from stamped, signatures should, as a minimum, be affixed to the original, which will be filed by the Division of Accounts and Control, and two counterparts, one of which shall be transmitted to the contractor. If there is more than one contractor a copy so signed will be sent to each, thus requiring additional autographic signatures.

Form 6-AC-02A

Ac 85/1026

DEPARTMENT OR AGENCY NUMBER
3 -04-00
CONTRACT ROUTING NUMBER
85266

$100,000 Additional

Storrowcase

CONTRACT AMENDMENT

THIS CONTRACT, made this 1st day of March 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 City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, CO 80829, 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 5310X, Contract Encumbrance Number C153397, and ABL Account Number 13100, 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 Contractor did on October 1, 1982, enter into a contract for State participation in the improvement of the water supply system of the Contractor for the benefit of its citizens; and

WHEREAS, the Contractor had to pay for its share Eighty-Nine Thousand Five Hundred Eighty-Eighty Dollars ($89,588) in addition to the originally estimated amount of One Million Dollars ($1,000,000) cost-share, because the construction bid received was above the engineers' estimate; and

WHEREAS, Senate Bill 67 (1980 Session), which authorized the project, also provided that the authorized amount of One Million Dollars ($1,000,000) could be increased or decreased by "... such amounts, if any, as may be justified by reason of ordinary fluctuations in construction costs as indicated by engineering cost indices applicable to the types of construction involved for such projects ....", and

PAID IN FULL

WHEREAS, the Board staff has verified that the cost indices for this project have increased from the time that the project was authorized to the time the project was bid by at least ten percent (10%) of the total project cost; and

WHEREAS, the Contractor had made its first payment to the Board before the project was completed and extra revenues could not be collected from its citizens; and

WHEREAS, the Contractor has cash-flow problems and may be unable to meet its financial obligations and make its second payment of Fifty Thousand Five Hundred Twenty Dollars ($50,520) on October 1, 1985, as required by that certain contract of October 1, 1982, signed by the State and the Contractor and attached hereto as Exhibit A.

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

1. The terms and provisions of paragraph 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.

2. The State agrees to amend paragraphs A12, C1 and I 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 Million One Hundred Ninety Thousand Five Hundred Forty-Seven Dollars and Twenty Cents ($2,190,547.20) payable in forty (40) annual installments of Fifty-Four Thousand Seven Hundred Sixty-Three Dollars and Sixty-Eight Cents ($54,763.68) each, which first installment shall be due and payable on May 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 One Million Eighty-Four Thousand Dollars ($1,084,000). Said One Million Eighty-Four Thousand Dollars ($1,084,000) 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 Million One Hundred Ninety Thousand Five Hundred Forty-Seven Dollars and Twenty Cents ($2,190,547.20), 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.

3. The State agrees to consider the payment made on October 1, 1984, in the amount of Fifty Thousand Five Hundred Twenty Dollars ($50,520) as a partial payment of the Fifty-Four Thousand Seven Hundred Sixty-Three Dollars and Sixty-Eight Cents ($54,763.68) owed to the State and an additional payment of

Four Thousand Two Hundred Forty-Three Dollars and Sixty-Eight Cents ($4,243.68) has to be made on or before May 1, 1985. It is also agreed that the Contractor's second payment of Fifty-Four Thousand Seven Hundred Sixty-Three Dollars and Sixty-Eight Cents ($54,763.68) has to be made on or before May 1, 1986, and that all other payments have to be made as outlined in A12 of this contract amendment.

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

(a) For the State

Mr. J. William McDonald, Director
Colorado Water Conservation Board
721 State Centennial Building
1313 Sherman Street
Denver, CO 80203
Attn: Nick Ioannides

(b) For the Contracting Entity

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Attn: Hugh King

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 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, 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 made payable to the Treasurer of the State of Colorado may be accepted in leiu 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 (24-34-402, CRS 1979 supplement), 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 advertisings; 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 committment 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.

CITY OF MANITOU SPRINGS

Contractor _____

Position _____

EMPLOYER I. D. NUMBER 69-0840180

ATTEST: _____
CLERK

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

By _____
*EXECUTIVE DIRECTOR. DAVID H. GETCHES

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By _____
W. WILLIAM McDONALD, DIRECTOR

APPROVALS

LGW ATTORNEY GENERAL DUANE WOODARD

By _____
A.P. ROSWELL, JR.
First Assistant Attorney General
General Legal Services

CONTROLLER JAMES A. STROUP

By _____

*See instructions on reverse side.

Form 6-AC-02A

AC 83/1020

DEPARTMENT OR AGENCY NUMBER
3 04-00
CONTRACT ROUTING NUMBER
83219

$984,000

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 the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, 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 5310X, Contract Encumbrance Number C/5339 and ABL Account Number 13100, 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 a duly constituted City in the State of Colorado and wishes to improve its present water supply system, hereinafter called the project, for the citizens of Manitou Springs in El Paso County, Colorado, at an estimated cost of Two Million Dollars ($2,000,000); and

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

PAID IN FULL

WHEREAS, the State has agreed to construct 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. 67, Fifty-Second 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 Million Dollars ($1,000,000) 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.

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.

PAID IN FULL

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:

a. A 500,000 gallon tank with yard piping, to be located within the city limits of Manitou Springs.

b. A three-million-gallon-per-day treatment facility, in the general vicinity to the existing tank 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 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.

PAID IN FULL

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 Million Twenty Thousand Eight Hundred Dollars ($2,020,800) payable in forty (40) annual installments of Fifty Thousand Five Hundred Twenty Dollars ($50,520) 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 Nine Hundred Eighty-Four Thousand Dollars ($984,000). Said Nine Hundred Eighty-Four Thousand Dollars ($984,000) shall be made available to the Contractor in accordance with the following terms and conditions:

PAID IN FULL

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 Million Twenty Thousand Eight Hundred Dollars ($2,020,800) 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.

PAID IN FULL

J. It is hereby expressly understood that no money out of this contract will be made available to the Contractor unless matching funds of an equal amount are also made available as necessary.

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.

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 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 peformance 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 leiu 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.*

PAID IN FULL

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 advertisings; 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 committment 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.

CITY OF MANITOU SPRINGS

Contractor

Position Mayor City of Manitou Springs

69-0840180

EMPLOYER I. D. NUMBER

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

By

*EXECUTIVE DIRECTOR. D. MONTE PASCOE

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By

J. WILLIAM McDONALD, DIRECTOR

APPROVALS

ATTORNEY GENERAL J. D. MacFARLANE

By A. E. Croswell, Jr.
Assistant Solicitor General
General Legal Services

CONTROLLER JAMES A. STROUP

By

*See instructions on reverse side.

395-53-02-CO35

*INSTRUCTIONS

(1) Insert official Department designation, e. g., Administration, Local Affairs, etc. as appropriate.

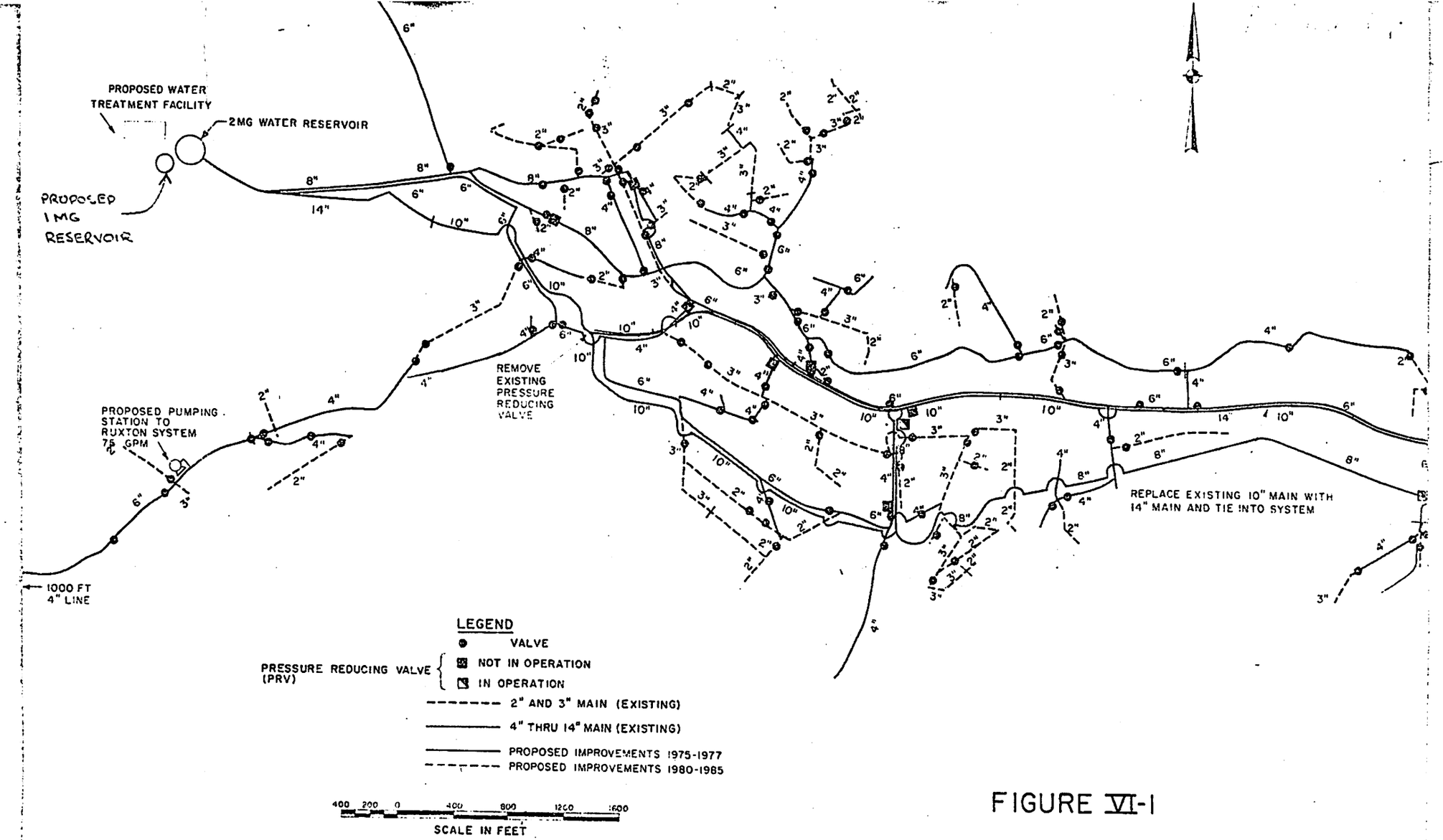
(2) Set forth company(ies) or individual(s) name(s) and address(es).

(3) Insert a brief statement indicating reason for contract, e. g., "The contractor having special knowledge, expertise and skill in diagnosing and testing diseases affecting cattle; and." Use as many "Whereas's" as required. If additional space is required continue to above words "NOW, THEREFORE;" and state "continued on page 2". On page 2, state "Whereas continued from page 1" if required.

(4) Specify clearly the goods or services contracted for, the consideration moving from one party to the other, the time within which the contract is to be executed, limitations on assignments, if any, and special provisions desired, or required. Seek legal assistance when in doubt. Separate each principal item and number consecutively using as many pages as necessary.

(5) If a delegee signs for the Executive Director place the words "FOR THE" before the word "EXECUTIVE"

Autographic, as distinguished from stamped, signatures should, as a minimum, be affixed to the original, which will be filed by the Division of Accounts and Control, and two counterparts, one of which shall be transmitted to the contractor. If there is more than one contractor a copy so signed will be sent to each, thus requiring additional autographic signatures.



ASE MAP FURNISHED BY PIKES PEAK AREA
OUNCIL OF GOVERNMENTS; COLORADO
PRINGS, COLORADO

FIGURE VI-1

CITY OF MANITOU SPRINGS, COLORADO

PROPOSED WATER SYSTEM ADDITIONS

Prepared By

R.W. BECK and ASSOCIATES

December 1974

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.

Recorded at 01303054 M., on 1985 SEP 25 PM 1:05 Book BOOK 5065 PAGE 1381
Reception No. 01303054 ARDIS W. SCHMITT 5065 Recorder
El Paso County Clerk & Recorder

Warranty Deed

THIS DEED is a conveyance of real property (including any improvements and other appurtenances) from the individual(s), corporation(s), partnership(s) or other entity(ies) named below as GRANTOR to the individual(s) or entity(ies) named below as GRANTEE.

The GRANTOR hereby sells and conveys to the GRANTEE the real property described below with all its appurtenances (the "property"), and the GRANTOR warrants the title to the property, except for (1) the lien of the general property taxes for the year of this deed (which the GRANTEE will pay) (2) any easements and rights-of-way evidenced by a recorded instrument (3) any patent reservations and exceptions (4) any outstanding mineral interests shown of record (5) any protective covenants and restrictions shown of record, and (6) any additional matters shown below under "Additional Warranty Exceptions".

The specific terms of this deed are:

GRANTOR: (Give name(s) and place(s) of residence; if the spouse of the owner-grantor is joining in this Deed to release homestead rights, identify grantors as husband and wife.)

THE CITY OF MANITOU SPRINGS, a municipal corporation,

GRANTEE: (Give name(s) and address(es); statement of address, including available road or street number, is required.)

COLORADO WATER CONSERVATION BOARD

COPY

FORM OF CO-OWNERSHIP: (If there are two or more grantees named, they will be considered to take as tenants in common unless the words "in joint tenancy" or words of the same meaning are added in the space below.)

PROPERTY DESCRIPTION:

C-153397

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

PAID IN FULL

STATE DOCUMENTARY
SEP 25 1985
FEE $ None

CONSIDERATION: (The statement of a dollar amount is optional; adequate consideration for this deed will be presumed unless this conveyance is identified as a gift; in any case this conveyance is absolute, final and unconditional.)

RESERVATIONS-RESTRICTIONS: (If the GRANTOR intends to reserve any interest in the property or to convey less than he owns, or if the GRANTOR is restricting the GRANTEE'S rights in the property, make appropriate indication.)

ADDITIONAL WARRANTY EXCEPTIONS: (Include mortgages being assumed and other matters not covered above.)

Signed on SEPT. 4, 1985
Attest: SC Bartley

THE CITY OF MANITOU SPRINGS, A MUNICIPAL CORPORATION
Grantor
RUSSELL LEWIS, Mayor
Grantor
LOIS J. GREENMAN, City Clerk
Grantor

STATE OF COLORADO)
COUNTY OF EL PASO) ss.
The foregoing instrument was acknowledged before me this 4th day of September 1985
by Russell Lewis as Mayor and Lois J. Greenman as City Clerk of The City of Manitou Springs, a municipal corporation
WITNESS my hand and official seal.
My commission expires: 07/7/88
Michael A. Leslie
Notary Public

STATE OF Colorado)
COUNTY OF El Paso) ss.
606 Manitou Ave
Manitou Springs Colo 80829
Grantor
The foregoing instrument was acknowledged before me this 4th day of September 1985
by
WITNESS my hand and official seal.
My commission expires: 07/7/88
Michael A. Leslie
Notary Public

NO. 201

EXHIBIT "A"

Those portions of the South One-Half of the Northeast One-Quarter of the Northwest One-Quarter (S 1/2 NE 1/4 NW 1/4) and the North One-Half of the Southeast One-Quarter of the Northwest One-Quarter (N 1/2 SE 1/4 NW 1/4) of Section 6, Township 14 South, Range 67 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of the Northwest One-Quarter (NE 1/4 NW 1/4) and assuming the East line thereof to bear South 00°41'16" West to which all bearings contained herein are relative; Thence South 36°43'53" West, 1,580.12 feet to the point of beginning;

Thence South 66°00'00" East, 300.00 feet;
Thence South 39°26'06" East, 223.61 feet;
Thence South 58°52'30" East, 322.49 feet;
Thence South 24°00'00" West, 170.00 feet;
Thence North 63°23'51" West, 220.23 feet;
Thence North 73°07'30" West, 201.56 feet;
Thence North 50°37'25" West, 207.42 feet;
Thence North 44°33'08" West, 150.42 feet;
Thence North 03°33'10" West, 129.71 feet;

Thence North 24°00'00" East, 100.00 feet more or less to the point of beginning, containing 4.23 acres, more or less, together with the rights of ingress and egress thereto.

Recorded at 01303853 o'clock ___ M. Book ___ Page ___
Reception No. 353 1985 SEP 25 P 3:45 ___ Recorder
ARDIS W. SCHMITT
El Paso County Clerk & Recorder

Warranty Deed

THIS DEED is a conveyance of real property (including any improvements and other appurtenances) from the individual(s), corporation(s), partnership(s) or other entity(ies) named below as GRANTOR to the individual(s) or entity(ies) named below as GRANTEE.

The GRANTOR hereby sells and conveys to the GRANTEE the real property described below with all its appurtenances (the "property"), and the GRANTOR warrants the title to the property, except for (1) the lien of the general property taxes for the year of this deed (which the GRANTEE will pay) (2) any easements and rights-of-way evidenced by a recorded instrument (3) any patent reservations and exceptions (4) any outstanding mineral interests shown of record (5) any protective covenants and restrictions shown of record, and (6) any additional matters shown below under "Additional Warranty Exceptions".

The specific terms of this deed are:

GRANTOR: (Give name(s) and place(s) of residence; if the spouse of the owner-grantor is joining in this Deed to release homestead rights, identify grantors as husband and wife.)

THE CITY OF MANITOU SPRINGS, a municipal corporation,

GRANTEE: (Give name(s) and address(es); statement of address, including available road or street number, is required.)

COLORADO WATER CONSERVATION BOARD

COPY

FORM OF CO-OWNERSHIP: (If there are two or more grantees named, they will be considered to take as tenants in common unless the words "in joint tenancy" or words of the same meaning are added in the space below.)

PAID IN FULL

PROPERTY DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

STATE DOCUMENTARY
SEP 25 1985
FEE $ None

CONSIDERATION: (The statement of a dollar amount is optional; adequate consideration for this deed will be presumed unless this conveyance is identified as a gift; in any case this conveyance is absolute, final and unconditional.)

RESERVATIONS-RESTRICTIONS: (If the GRANTOR intends to reserve any interest in the property or to convey less than he owns, or if the GRANTOR is restricting the GRANTEE'S rights in the property, make appropriate indication.)

ADDITIONAL WARRANTY EXCEPTIONS: (Include mortgages being assumed and other matters not covered above.)

Signed on SEPT. 4 19 85
Attest: S.C. Bartley

THE CITY OF MANITOU SPRINGS,
A MUNICIPAL CORPORATION
Russell Lewis Grantor
RUSSELL LEWIS, MAYOR Grantor
Lois J. Greenman Grantor
LOIS J. GREENMAN, City Clerk

STATE OF COLORADO)
COUNTY OF EL PASO) ss.
The foregoing instrument was acknowledged before me this 4th day of September, 19 85
by Russell Lewis as Mayor and Lois J. Greenman as City Clerk of The City of Manitou Springs, a municipal corporation.
WITNESS my hand and official seal.
My commission expires: 07-17-84
Lois Michael C. Zirlin
Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.
606 MANITOU AVE
MANITOU SPRINGS COLO 80829 Grantor
The foregoing instrument was acknowledged before me this 4th day of September, 19 85
by
WITNESS my hand and official seal.
My commission expires:
Notary Public

NO. 201

EXHIBIT "A"

MANITOU SPRINGS WATER TANK SITE

A tract of land located within the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 14 South, Range 67 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of Lot 5, Crystal Hills Estates Filing No. 2 as recorded in Plat Book D-3 at Page 82 in the records of said County;

Thence North 88°57'30" West, along the Southerly line of said lot, 30.00 feet; thence South 00°56'08" East, 560.59 feet to the point of beginning;

Thence North 89°03'52" West, 170.00 feet;
Thence South 00°56'08" East, 500.00 feet;
Thence South 34°37'32" East, 144.22 feet;
Thence North 59°04'58" East, 300.17 feet;
Thence North 05°01'16" West, 140.36 feet;
Thence North 45°56'08" West, 42.43 feet;
Thence North 00°56'08" West, 300.00 feet;

Thence South 89°03'52" West, 130.00 feet more or less to said point of beginning, said tract containing 3.97 acres, more or less.