



October 28, 2024

Mr. Nathan D. Phelps, P.E.  
Schnabel Engineering  
600 S Airport Road, Building A, Suite A-205  
Longmont, CO 80503

**Re: North River Pit Substitute Water Supply Plan**  
**DRMS File No. M-1999-005**  
**SE1/4 Section 36, T23S, R55W and NE1/4 Section 1, T24S, R55W, 6th P.M.**  
**Water Division 2, Water District 17, Otero County**  
**Plan ID 772, WDID 1707803**

**Approval Period: April 1, 2024 through March 31, 2025**  
**Contact Information: 720-534-0642; [nphelps@schnabel-eng.com](mailto:nphelps@schnabel-eng.com)**

Dear Mr. Phelps:

We have reviewed your letter of March 29, 2024 requesting approval for a substitute water supply plan ("SWSP") for a sand and gravel pit to be operated by All Rite Paving and Redi Mix, Inc. ("All Rite" or "Applicant"), on leased property in accordance with section 37-90-137(11), C.R.S. The required review fee of \$257 for the SWSP has been received and given receipt no. 10035035. The original plan for the North River Pit was approved on July 28, 1999 for the period through June 30, 2001 and it was most recently renewed in a letter dated July 18, 2023 for the period April 1, 2023 through March 31, 2024.

### **SWSP Operation**

The North River Pit is located in the SE ¼ of Section 36, Township 23 South, Range 55 West and in the NE ¼ of Section 1, Township 24 South, Range 55 West of the 6<sup>th</sup> P.M. This SWSP seeks to replace depletions resulting from the mining operations at the North River Pit. According to the information provided, no mining is planned during 2024, thus the only depletions at this site during this SWSP period are evaporation from exposed groundwater. For this SWSP period, replacement water for the North River Pit's depletions will be provided by the Arkansas Groundwater and Reservoir Association ("AGRA") pursuant to a membership agreement. The gravel pit is permitted under Well Permit No. 52701-F (WDID 1706491) and this permit remains valid for this site.

In accordance with the letter dated April 30, 2010 from the Colorado Division of Reclamation, Mining, and Safety ("DRMS"), all sand and gravel mining operators must comply with the requirements of the Colorado Land Reclamation Act for the



## Extraction of Construction Materials and the Mineral Rules and Regulations of the Colorado Mined Land Reclamation

Board for the Extraction of Construction Materials for the protection of water resources. The April 30, 2010 letter from DRMS requires that you provide information to DRMS to demonstrate you can replace long term injurious stream depletions that result from mining-related exposure of groundwater. The DRMS letter identified four approaches to satisfy this requirement. In accordance with approach nos. 1 and 3, you have indicated that a bond has been obtained for \$431,039 through the DRMS to assure that depletions from groundwater evaporation do not occur in the unforeseen event, or events, that would lead to the abandonment of the North River Pit.

### Depletions

Since no mining is planned during 2024, pond evaporation will be the only method by which water will be consumed at the site. The total water surface area for the two ponds at the site was measured from the 2021 aerial photograph (Figure 2, attached) and was found to be 7.42 acres. For the purposes of this SWSP, the evaporation from the 7.42 acres was calculated as 29.83 acre-feet/year, based on a net annual evaporation of 4.02 feet from the Lower Arkansas Water Management Association's ("LAWMA") decree in Case No. 02CW181. The Integrated Decision Support Alluvial Water Accounting System ("IDS AWAS") program was used with an alluvial aquifer Glover analysis to estimate the timing of stream depletions with the following parameters: a transmissivity (T) of 142,000 gallons per day per foot; a specific yield (S) of 0.2; a distance from centroid of cell to the river (X) of 760 feet for the northern cell and 370 feet for the southern cell; and an aquifer width (W) of 5,455 feet.

According to the Glover analysis, 95 percent of depletions were modeled to accrue to the stream within the first 8 months; therefore, an 8 month unit response function will be used to calculate lagged depletions for the purposes of this SWSP, as given in the table below. Since 95% of the depletions occurred within the first eight months for the northern cell and within the first 5 months for the southern cell, the last 5% of the lagging factors were wrapped into the preceding months.

### Unit Response Function

---	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Northern Cell	0.6185	0.2108	0.0569	0.0351	0.0276	0.0209	0.0170	0.0132
Southern Cell	0.8260	0.1183	0.0267	0.0163	0.0127	---	---	---

The lagged stream depletions resulting from evaporation occurring during this plan period were calculated as 28.76 acre-feet/year (column 10 of the attached Table 1). The carry-over lagged depletions associated with evaporation from the exposed surface area during the previous plan year was calculated separately as 1.07 acre-feet (column 11 of the attached Table 1) and then added to the lagged depletions for the

current plan year. The resulting total stream depletion from past and projection evaporation associated with the gravel pit is estimated to total 29.83 acre-feet during this plan period (column 12 of attached Table 1).

### Replacements

All Rite, doing business as Fremont Paving, is a member of AGRA, and as such, is entitled to receive fully consumable water to be used as a replacement supply. A copy of the Membership Agreement was provided with the SWSP request and is attached to this letter. The Well Data form attached to the Membership Agreement requests to cover 29.83 acre-feet per year of depletions for well permit no. 52701-F/WDID 1707803. The membership contract will cover the depletions and the transit loss. The monthly schedule of replacements is shown in column 13 of attached Table 1. The replacement deliveries will additionally need to account for transit losses as determined by the Water Commissioner and Division Engineer.

### Accounting

The attached Table 2 is the monthly accounting form that will be used for determining water use and stream depletions. All Rite will report the monthly pit surface area to AGRA, which will then submit the monthly water accounting to the Division Engineer.

### Conditions of Approval

I hereby approve the proposed SWSP in accordance with section 37-90-137 (11), C.R.S., subject to the following conditions:

1. This SWSP shall be valid for the period of April 1, 2024 through March 31, 2025 unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, such renewal request must be submitted to this office and the Division 2 office (please copy [Bethany.Arnold@state.co.us](mailto:Bethany.Arnold@state.co.us)) with the statutory fee per gravel pit (currently \$257) by **February 1, 2025**.
2. The total surface area of the groundwater at the North River Pit site must not exceed 7.42 acres during the SWSP period, which will result in a net annual evaporative depletion of 29.83 acre-feet.
3. Total consumption at the North River Pit site must not exceed the aforementioned amount unless a new SWSP application is submitted and approved for new uses and/or additional amounts.
4. No mining is proposed to occur at the site during the period of this SWSP. If the Applicant proposes to resume mining, the Applicant must first submit a request and obtain approval for a new SWSP that adequately addresses all stream depletions that result from the proposed mining activities.

5. The replacement water that is the subject of this plan cannot be sold or leased to any other entity. As a condition of subsequent renewals of this SWSP, the replacement water must be appurtenant to this site until a plan for augmentation is obtained. All replacement water must be concurrent with depletions in quantity, timing and location, except that releases aggregated at the discretion of the Division Engineer or the Augmentation Coordinator may occur in a later month than the depletions. Releases of water by AGRA pursuant to this SWSP shall be coordinated with the Division Engineer and the Augmentation Coordinator. All releases of water by AGRA are subject to transit losses, which shall be assessed by the Water Commissioner and Division Engineer.
6. The Applicant must provide accounting of depletions and replacements on a monthly basis or other interval acceptable to the Division Engineer. The accounting must be submitted to the Division Engineer via the online submittal tool. Submission access was established under the previous SWSP approval; contact Bethany Arnold at [Bethany.Arnold@state.co.us](mailto:Bethany.Arnold@state.co.us) or Kassidy Davis at [kassidy.davis@state.co.us](mailto:kassidy.davis@state.co.us) with any questions. The Applicant must continue to submit accounting with the subject line "North River Pit SWSP 1707803". The accounting form(s) must be sufficient to demonstrate that the net effective replacement equals or exceeds the total depletion on a monthly basis. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.
7. The Applicant must replace all out-of-priority depletions resulting from operation under this SWSP, including those lagged depletions that occur to the stream after the expiration date of this SWSP.
8. The accounting form submitted in the month of November each year (at the end of the administrative Water Year) must be submitted together with a plan drawing or aerial photograph to document the surface area of groundwater exposed within the pit.
9. The approval of this SWSP does not relieve the Applicant and/or landowner of the requirement to obtain a Water Court decree approving a permanent plan for augmentation or mitigation to ensure the permanent replacement of all depletions, including long-term evaporation losses and lagged depletions after gravel mining operations have ceased. If reclamation of the mine site will produce a permanent water surface exposing groundwater to evaporation, an application for a plan for augmentation must be filed with the Division 2 Water Court at least three (3) years prior to the completion of mining to include, but not be limited to, long-term evaporation losses and lagged depletions. If a lined pond results after reclamation, replacement of lagged depletions shall continue until there is no longer an effect on stream flow. Granting of this SWSP does not imply approval by this office of any such court application(s).

10. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation, all use of water under this SWSP must cease immediately and the Applicant shall obtain and present to this office an alternate source of replacement water.
11. In accordance with amendments to Section 25-8-202(7), C.R.S. and "Senate Bill 89-181 Rules and Regulations" adopted on February 4, 1992, the State Engineer shall determine whether or not the substitute supply is of a quality to meet requirements of use to which the senior appropriation receiving the substituted supply has normally been put. As such, water quality data or analysis may be requested at any time to determine if the water quality is appropriate for downstream water users.
12. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning this SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs, or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant.

Should you have any questions regarding this SWSP, please contact Lonnie Spady at 719-542-3368, Jeanette Myers in La Junta at 719-384-1000, or Melissa van der Poel of this office at 303-866-3581.

Sincerely,



Sarah Brucker, P.E.  
Deputy State Engineer

Attachments:      Tables 1 & 2  
                             Figure 2  
                             AGRA Membership Contract

cc:      Division 2 SWSP Staff  
            Lonnie Spady, River Operations Coordinator  
            Jeanette Myers, District 17 Lead Water Commissioner  
            Kevin Salter, Kansas Division of Water Resources

Nathan Phelps  
October 28, 2024  
Page 6 of 6

Dale E. Book, Spronk Water Engineers  
Kent Ricken, Arkansas Groundwater and Reservoir Association  
Division of Reclamation, Mining and Safety

**Table 1**  
**Water Accounting Form**  
**All Rite Paving and Redi-Mix, Inc.**  
**North River Pit - WDID 1707803, SWSP ID 772**  
**La Junta, Colorado**  
**Year: 2024**

Month (1)	Gravel Pit Evaporation		Mining Operation		Dust Suppression			Total Depletion (acre-feet) (9)	Plan-Year Lagged Depletion (acre-feet) (10)	2023 Carry-Over Lagged Depletion (acre-feet) (11)	Stream Depletion (acre-feet) (12)	AGRA Replacement Water (acre-feet) (13)
	(feet) (2)	(acre-feet) (3)	(product tons) (4)	(acre-feet) (5)	Meter (6)	(gallons) (7)	(acre-feet) (8)					
April	0.36	2.67	0	0	0	0	0	2.67	1.72	0.53	2.25	2.25
May	0.45	3.34	0	0	0	0	0	3.34	2.68	0.21	2.89	2.89
June	0.59	4.38	0	0	0	0	0	4.38	3.62	0.13	3.75	3.75
July	0.59	4.38	0	0	0	0	0	4.38	3.95	0.09	4.04	4.04
August	0.55	4.08	0	0	0	0	0	4.08	3.91	0.06	3.97	3.97
September	0.41	3.04	0	0	0	0	0	3.04	3.29	0.04	3.32	3.32
October	0.29	2.15	0	0	0	0	0	2.15	2.57	0.02	2.59	2.59
November	0.16	1.19	0	0	0	0	0	1.19	1.77	0.00	1.77	1.77
December	0.13	0.96	0	0	0	0	0	0.96	1.36	0.00	1.36	1.36
January	0.12	0.89	0	0	0	0	0	0.89	1.17	0.00	1.17	1.17
February	0.15	1.11	0	0	0	0	0	1.11	1.21	0.00	1.21	1.21
March	0.22	1.63	0	0	0	0	0	1.63	1.51	0.00	1.51	1.51
Total	4.02	29.83	0	0	0	0	0	29.83	28.76	1.07	29.83	29.83

Water surface area of the gravel pit totals: 7.42 acres

Replacement Source: AGRA membership agreement dated March 28, 2024

- 1) Present month.
- 2) Net evaporation rate.
- 3) Col. 2 x water surface area of pit, in acres.
- 4) Weight of mined material hauled from site, in tons.
- 5) Four percent by weight of the product hauled from site.
- 6) The present month's meter reading.
- 7) The present month's meter reading - the previous month's meter reading.
- 8) Col. 7 converted to acre-feet.
- 9) Col. 3 + Col. 5 + Col. 8.
- 10) Total Depletion (Col. 9) lagged according to unit response function presented in SWSP.
- 11) Lagged depletion carried over from the previous year according to unit response function presented in SWSP.
- 12) Col. 10 + Col. 11.
- 13) Replacement water from AGUA.

Note: Monthly send copies to:  
 Rachel Zancanella  
 CDWR  
 310 E. Abriendo  
 Suite B  
 Pueblo, CO 81004

All Rite Paving & Redi-Mix  
 c/o A & S Construction Co.  
 PO Box 566  
 Canon City, CO 81215

**Table 2**  
**Water Accounting Form**  
**All Rite Paving and Redi-Mix, Inc.**  
**North River Pit - WDID 1707803, SWSP ID 772**  
**La Junta, Colorado**  
**Year: 2024**

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	(feet) (2)	(acre-feet) (3)	(product tons) (4)	(acre-feet) (5)	Meter (6)	(gallons) (7)	(acre-feet) (8)					
March										0.53		
April										0.21		
May										0.13		
June										0.09		
July										0.06		
August										0.04		
September										0.02		
October										0.00		
November										0.00		
December										0.00		
January										0.00		
February										0.00		
Total										1.07		

Water surface area of the gravel pit totals: \_\_\_\_\_ acres

**Replacement Source:** AGRA membership agreement dated March 28, 2024

- 1) Present month.
- 2) Net evaporation rate.
- 3) Col. 2 x water surface area of pit, in acres.
- 4) Weight of mined material hauled from site, in tons.
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All Rite Paving & Redi-Mix  
 c/o A & S Construction Co.  
 PO Box 566  
 Canon City, CO 81215





0 500 1,000 Feet

Aerial Imagery: NAIP 2021

R55W R54W

DRMS File No. M-1999-005  
Permit Boundary

36

T23S

T24S

6.57 acres

0.85 acres

Pit Areas

1

6



**Schnabel**  
ENGINEERING

**ALL RITE PAVING AND REDI-MIX, INC.**  
**North River Pit Surface Areas**

JOB NO: 20C26002.000

SCALE: 1 inch = 500 feet

FIGURE NO.

**2**



# Attachment 1

 Arkansas Groundwater & Reservoir Association	<b>MEMBERSHIP APPLICATION</b>	FOR OFFICE USE ONLY
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**Applicant/Member Contact Information:**Name(s): Fremont Paving and Redi-Mix, Inc., North River PitMailing Address: 839 Mackenzie Ave.City, State, Zip Code: Canon City, CO 81212Home Phone: (719) 275 3264 Cell Phone: (719) 529 0916Email: jodi@arycorp.com**Water Rights:**

Primary Surface Rights (canal name): \_\_\_\_\_

Number of Primary Shares Held: \_\_\_\_\_

Secondary Surface Rights (canal name): \_\_\_\_\_

Number of Secondary Shares Held: \_\_\_\_\_

**Acreage and Crops Grown:**

Farm Unit Number: \_\_\_\_\_

Total Owned Irrigated Acres: \_\_\_\_\_

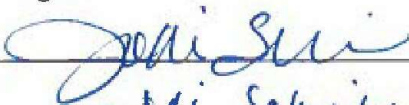
Total Eligible SECWD Acres: \_\_\_\_\_

**Instructions**

- ☐ For each well meter, fill out the attached Well Data form and attach the well's Form 13. The name on the Form 13 must match the Applicant/Member Name.
- ☐ If a tenant or other authorized representative farms your acreage, please complete the AGRA Change of Farm Unit Authorized User form.

**I certify that the information contained in this Membership Application is true and correct to the best of my knowledge.**

**Applicant Signature:**

  
\_\_\_\_\_  
**Print Name:** Jodi Schreiber  
**Date:** 3/28/24

## WELL DATA FORM

Well Permit Number: 52701-F

Well Name (WDID): 1707803

County: Otero

Applicant seeks to enroll the well in AGRA's:

- ☐ Rule 14 Plan  
☐ Post-1985 Plan  
☒ SWSP  
☐ Not Applicable, Member operates their well(s)  
under their own plan

This well is:

- ☒ Active  
☐ Inactive

### Legal Description of Well:

SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 36, Township 23 S, Range 55 W, 6<sup>th</sup> P.M.

### Well Adjudication Information:

Date of Appropriation: \_\_\_\_\_ Date of Adjudication: \_\_\_\_\_

Decree(s) (if applicable): \_\_\_\_\_

Decreed or Permitted Pumping Limit: not to exceed 29.83 acre-feet per year

Decreed Use(s) (check all that apply):

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Irrigation | <input type="checkbox"/> Municipal             |
| <input type="checkbox"/> Industrial | <input checked="" type="checkbox"/> Commercial |
| <input type="checkbox"/> Stock      | <input type="checkbox"/> Domestic              |

### Legal Description OR tax assessor Parcel No. of Land on Which Water is Used

\_\_\_\_\_ acres located in the \_\_\_\_\_ of the \_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

Or Parcel No.: \_\_\_\_\_

**Complete a separate Well Data Form for each well or meter.  
Attach the corresponding Form 13 for each well or meter.**



## MEMBERSHIP MASTER CONTRACT

FOR OFFICE USE ONLY

### ARKANSAS GROUNDWATER AND RESERVOIR ASSOCIATION MEMBERSHIP CONTRACT

**MEMBER NAME:** Fremont Paving and Redi-Mix, Inc., North River Pit

**CONTRACT NO(S)/WDID NO(S):** SEE ADDENDUM A

(List all WDIDs associated with Member's Wells. If multiple WDIDs, attach Addendum A listing all WDIDs.  
Each well will receive a Membership Contract No. that corresponds to the WDID.)

1. This Membership Contract serves as the basis for membership in and establishes the Member's right to receive water from the Arkansas Groundwater and Reservoir Association ("AGRA") for the augmentation of Member's well(s), gravel pit(s) or other structure(s) requiring augmentation water (hereinafter referred to as "Member's Well(s)").
2. Member has paid in full the Membership Fee and all other fees required and set by the Board of Directors.

**As a condition of membership, Member agrees to the following terms and conditions of membership in AGRA:**

3. Member is subject to and agrees to comply with AGRA's Articles of Incorporation, Bylaws, rules, regulations, and policies as may be modified from time to time in the manner provided for therein, including without limitation payment of all fees, dues, and assessments owed to AGRA. **Failure by the Member to comply with this provision may result in termination of this Membership Contract and forfeiture of all of Member's rights in AGRA in the manner provided in the Bylaws.**
4. Member certifies that the information provided in the Application for Membership is accurate. If AGRA discovers a substantial or material error in the information provided by Member, AGRA may suspend Member's enrollment in AGRA's replacements plans, deny a Member their allocation, and/or terminate this Membership Contract in the manner provided for in the Bylaws, until Member takes corrective action satisfactory to AGRA, or if necessary, to the State or Division Engineer.
5. AGRA shall allocate water to members in the manner set forth in the AGRA's Articles of Incorporation, Bylaws, rules, regulations, and policies as may be modified from time to time. AGRA will use best efforts to obtain and provide replacement water for the Member's Well use but makes no representations or warranties as to the amount of such replacement water AGRA will provide. Member understands and acknowledges that the amount of water provided by AGRA is subject to legal and physical availability of replacement water owned or controlled by AGRA and is determined by many factors that will vary from year to year.

AGRA Membership Application and Agreement

**FOR OFFICE USE ONLY: Number of Membership Contracts** \_\_\_\_\_ **(see Addendum A)**

6. If Member's well(s) will be included in AGRA's's Rule 14 Plan, Member is responsible for obtaining all necessary permits and approvals from the State Engineer prior to operation of the Member's well(s). Member shall also pay all engineering costs associated with or required to add Member's well(s) to AGRA's Rule 14 plan.
7. If Member's well(s) are not eligible for, or will not be included in a Rule 14 Plan operated by AGRA, and the Board of Directors determines Member's well(s) are eligible to be included in AGRA's post-1985 augmentation plan, decreed in Case No. 07CW128, Water Division No. 2, Member shall pay all engineering and legal costs associated with or required to add Member's well(s) to the 07CW128 augmentation plan.
8. If Member's well(s) are not eligible for or will not be included in a Rule 14 Plan operated by AGRA, or not eligible to be included in AGRA's 07CW128 augmentation plan, Member shall be responsible for obtaining approval of and for operating a plan for augmentation or substitute water supply plan required to utilize the replacement water provided by the AGRA ("Member's plan"). Member shall obtain permission from the Board of Directors in advance of filing an application for Member's plan that seeks to include water provided by AGRA as a replacement source, which approval may be conditioned on Member's agreement to reimburse AGRA for engineering, legal, and other costs incurred by AGRA in conjunction with the Member's Plan.
9. The Member agrees to comply with all federal, state, and local regulations or other applicable laws. AGRA shall not be responsible or liable to any party regarding any Member's compliance with applicable laws and regulations. Members shall hold AGRA harmless from any claims of injury, violations, or damages of any nature whatsoever arising out of or connected with Member's use of water supplied by AGRA. AGRA reserves the right to pursue all legal remedies available in the event of a Member's non-compliance, including, but not limited to, collection of legal fees.
10. The Member agrees to comply with all AGRA policies regarding use of AGRA's replacement water for growth of hemp and/or marijuana.
11. This Membership Contract may be transferred with approval of the Board of Directors in accordance with AGRA's Articles of Incorporation, Bylaws, rules, regulations, and policies. If approved, the Membership Contract will be replaced with a New Membership contract upon transfer. Transfers of Membership Contracts will be approved if the transfer can be made without injury to the Association and its members, the Association's water rights and other replacement supplies, or to the Association's augmentation and other replacement plans. Prior to transfer, Members must be in compliance with the Membership Contract, including without limitation, current on payments of all fees, dues, and assessments owed to AGRA.
12. This Membership Agreement is continuing and binding between the Member and AGRA until terminated by the Member, or by AGRA in accordance with the Articles of Incorporation, Bylaws, rules, regulations, and policies of AGRA.
13. In any dispute arising from or related to this Membership Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
14. This Membership Contract shall be effective only after approved by the Board of Directors of the AGRA and signed by both parties.



Member:

Jodi Schriber  
Fremont Farm: Redi Mix

Date:

3/28/24

Print Name:

Jodi Schriber

AGRA:

Kt Ricken

Date:

March 12, 2024

Print Name:

Kent Ricken, General Manager

### **ADDENDUM A**

List all WDIDs associated with Member's Wells

WDID NO(S).

1. 1707803

2.

AGRA Membership Application and Agreement

**FOR OFFICE USE ONLY: Number of Membership Contracts \_\_\_\_\_ (see Addendum A)**