

MINUTES OF BOARD OF DIRECTORS MEETING OF THE
PUEBLO CONSERVANCY DISTRICT
OCTOBER 17, 1977

The meeting of the Board of Directors was called to order by the President at 1:35 P.M., October 17, 1977, in the Conference Room of the District's Office, 111 East 5th Street, with the following members present:

DIRECTORS PRESENT : Pat Kelly, Kathy Farley and Gus Sandstrom, Jr.

ENGINEER PRESENT : R. F. Koester

ATTORNEY PRESENT : Don Banner for Lester Ward

OTHERS PRESENT : Peter Dell, CPA, J. E. Losavio, District Attorney;
Don Prather, Newspaper, Dr. Leopardi, Gerald Hollandsworth,
and Martin Luther, City-County Health Dept.; Richard Donley
and Dave Donley, Hillside Dairy, Inc.

It was regularly moved and carried that the minutes of the September 26, 1977 meeting be approved as published.

Sandstrom moved that the agenda for this meeting be rearranged so the Board could consider items of interest to others present first, so they could participate and then leave if they wished. Motion carried.

President Kelly then asked for discussion on the lagoon on the District and Donley property for which the Health Dept has asked for improvement of sanitation conditions.

Richard Donley commented on their part in the program, but was not prepared to tell what they will be doing other than that they had retained an Engineer to investigate the Hillside sewage contribution and how the problem could be solved.

Engineer Koester then reported on the meeting held at the Health Dept. on October 4th. Koester indicated that the attention of all parties involved has been secured and Dr. Leopardi then indicated that as long as progress is being made toward getting a solution toward bringing the sewage handling into compliance with State Laws and City Ordinances, they are satisfied and will not issued a cease and desist order at this time. Compliance is expected to occur within the next six months.

Another meeting is scheduled on October 27, 1977 and Mrs. Kelly asked Engineer Koester to attend this meeting on behalf of the District.

Mrs. Kelly then excused those that had come to the meeting for this purpose.

District Attorney Losavio was then asked to reflect on his memorandum of July 19, 1977 and on Attorney Ward's comments of August 17, 1977. His remarks were of a general nature and added nothing in particular to his memorandum. He did point out that the memorandum was not intended to designate authority, responsibility or the disposition of funds, but was using agencies named therein as a suggestion on ways acceptable if such actions were desireable. He suggested that if a dissolution or transfer of funds is desireable, his office would be willing to help work with the organization of such legislation that these actions will require. Mr. Losavio asked that the Board research old bond forms and Bonding Resolutions on the 1920's to see if those documents could have spelled out how much surplus funds the District could or should accumulate and what should be done with any surplus. If there is direction found in these documents, he asked that his office be told of these findings and they will reflect on this. He thanked the Board for allowing him to make these comments.

The Board resumed the regular items of the agenda.

The Treasurer's report was given by Farley. The cash balance at this date, in the First National Bank checking account is \$38,184.94. A deposit of \$50.00 was made during the period, which was proceeds from the sale of the obsolete safe to S. F. Elliot.

The following vouchers were submitted for approval:

16304	Kathleen M. Farley	\$40.00
16305	Patricia D. Kelly	40.00
16306	G. F. Sandstrom, Jr.	40.00
16307	Predovich & Ward, Attorneys	150.00
16308	K L H Engineering Consultants	430.00
16309	Weicker Moving & Storage Co.	241.00

It was regularly moved and carried that the above treasurer's report and vouchers be approved.

A discussion followed regarding the Budget for 1978 and contemplated Capitol Improvements. The President indicated that a review and discussion of the District's flood protection works be requested of the Corps of Engineers at one of our future meetings (perhaps January 1978), and Engineer Koester indicated he would arrange with the Corps for this meeting. For now, the Budget for 1978, would include \$50,000 to start plans and specifications for work to be done on specific items of improvement after work items had been studied and priorities set.

It was regularly moved and carried that the Budget (copy attached to these minutes) be approved with the following changes: Decrease Capitol Improvements from \$700,000 to \$50,000, increase Repairs & Maintenance from \$20,000 to \$45,000, making total expenses \$108,850. The motion included an instruction for the Public Notice to be published on October 21, 1977, and that final acceptance of the Budget be done October 27, 1977.

Banner was asked to give the Attorney's report for Mr. Ward, and that report is as follows:

1. Concerning the easement between the City of Pueblo and the District for Sanitary Sewer, Attorney Ward had the form re-drafted for each of the three easements, and the results reviewed with the City Attorney, and the re-drafted forms were presented to the Board for signature. The Board then moved and approved the Easement and authorized the President and Secretary to sign them.
2. There is a Trails Easement, prepared by the City of Pueblo for approval and execution by the Board, but it was suggested the City re-draft it to include a "hold-harmless" provision to indemnify the District during activities by the City on the Trails System.

Koester gave the Engineer-Administrator report as follows:

1. The Board members did walk with the Inspector earlier today over most of the length of the levee, and the inspector's report will be written and filed with the Board at the next meeting.
2. Maps of the District are not yet complete, as more detail is being represented on the ownership map, and further study is needed on some items of ownership for accuracy of the finished map.
3. Chem-Way has been contacted, and they have indicated that after November 1st, the work on the clearing of the channel would be ready for inspection and consideration for final payment.
4. The office move from 1104 N. Main to 111 E. 5th St. was made on October 5th without any problems, and that two cartons of files were added to the storage at Weickers.
5. The Board was presented with samples of District stationary needed with the new address and new Board Members names showing. The Board agreed to having new stationary printed immediately and for the Administrator to call for a warrant for postage at such times as needed.

RECORD OF PROCEEDINGS

100 LEAVES

The Board asked that a written agreement be prepared between K L H Engineering Consultants and the Board regarding Engineering and Administrative Services, and Office Rental, to bind the parties for one year at a time.

The next meeting was set for November 23, 1977, at 4:00 P.M. in the office of the District.

There being no further time for other items of business, it was moved and carried to recess this meeting from 4:00 P.M., October 17, 1977 until 3:00 P.M. October 27th, 1977.

Recessed meeting was called to order by the President at 3:00 P.M. with all Board Members present as well as Attorney Ward and Engineer Koester.

The President announced that the purpose of the meeting was to approve the Budget for 1978 and discuss the investment of the Certificate of Deposit maturing in December.

Sandstrom moved that bid forms prepared for investment bidding of \$300,000. be approved and forwarded to Banks and Savings & Loan Institutions in Pueblo for bid. Motion carried.

An Audit Statement for the period January through September 1977 as prepared by Peter Dell, CPA was presented to the Board. Discussion concerning the overspent line item on the 1977 Budget ensued.

It was regularly moved that the Gradishar bills for joint filling, totalling \$39,179.52 be divided and a total of \$4,589.52 be taken from the Repair and Maintenance Line Item and \$34,590.00 from Line Item - Reserves for Emergency Flood Repairs, because that is the true way the expenditure was incurred. Motion carried.

Sandstrom presented signature cards to the Board and stated he had set up a telephone-transfer account at the First National Bank, and instructed the Board on how this will be handled.

After discussion of the Budget for 1978, it was moved that the budget be adopted as presented after changing the Capital Improvement on Flood Protection item to \$40,000.00 and the Contingencies, Unforeseen Item to \$11,500.00. Motion passed. (Copy of corrected approved Budget attached to these minutes)

Affidavit of publication of the Budget was presented and instructed it be filed with these minutes.

Lester Ward will transmit the Budget as amended to the Department of Local Affairs.

Ward presented Petition No. 17664 Div. B. constituting approval of the "blanket bond" for the Directors. This Petition was ordered attached to these minutes.

Discussion of Liability Insurance ensued but no action taken.

There being no further business, the meeting adjourned at 4:00 P.M.


Kathleen Farley, Secretary

READ AND APPROVED:

October 27, 1977

PUEBLO CONSERVANCY DISTRICT

BUDGET FOR 1978

INCOME:

Interest on certificates of deposit including earned and not received during 1978	\$ 58,650
General rental on leases	200
From Reserves for Emergency Flood Repairs	<u>50,000</u>
ESTIMATED TOTAL INCOME	\$108,850

EXPENSES:

Director's fees	\$1,440
Attorney's fees	1,800
Engineer's & Administrator's fees	4,560
Professional fees	2,000
Audit fees	750
Office rent	600
Office supplies, storage of records, ...	700
Insurance & Bond Premiums	500
Capital Improvement on flood protection	40,000
Repairs & Maintenance of flood protection	45,000
Contingencies, unforeseen	<u>11,500</u>

TOTAL ESTIMATED EXPENDITURES \$108,850

Approved at the regular meeting of the Directors,
held on October 27, 1977, and the same entered as a part of
the minutes of the said meeting.

DIRECTORS OF THE PUEBLO
CONSERVANCY DISTRICT

By: Patricia D. Kelly

October ¹⁷~~27~~, 1977

PUEBLO CONSERVANCY DISTRICT

BUDGET FOR 1978

INCOME:

Interest on certificates of deposit, including earned and not received during 1978	58,650 ~~\$ 57,000~~
General rental on leases	200
From Reserves for Emergency Flood Repairs.	~~676,650~~ 50,000
ESTIMATED TOTAL INCOME	~~\$733,850~~ 108,850

EXPENSES:

Director's fees	\$1,440
Attorney's fees	1,800
Engineer's & Administrator's fees.	4,560
Professional fees.	2,000
Audit fees	750
Office rent	600
Office supplies, storage of records, etc.	700
Insurance and Bond Premiums.	500
Capital Improvement on flood protection. ~~700,000~~	50,000
Repairs & Maintenance of flood protection ~~20,000~~	45,000
Contingencies, unforeseen	1,500
TOTAL ESTIMATED EXPENDITURES	~~\$733,850~~ 108,850

Approved at the regular meeting of the Directors, held
on October ²⁷~~27~~, 1977, and the same entered as a part of the
minutes of the said meeting,

DIRECTORS OF THE PUEBLO
CONSERVANCY DISTRICT

By: _____

Gentlemen:

The Pueblo Conservancy District has the following funds available for investment in Certificates of Deposit:

<u>Amount</u>	<u>Purchase Date</u>	<u>Term</u>	<u>Interest Rate</u>	<u>Compounded*</u>
\$100,000	Dec. 12, 1977	263 days	%	
100,000	Dec. 12, 1977	294 days	%	
100,000	Dec. 12, 1977	324 days	%	

Please indicate your bid in the "Interest Rate" column.

*Please indicate in the compounded column whether the interest is compounded daily, monthly or quarterly and if interest is not compounded, please indicate as "No".

Please be advised that interest should only be paid to the District at the maturity date of the certificate, plus principal

Further, your bid may be for any one or any combination of the three certificates.

Return this form to the:

Pueblo Conservancy District
111 E. 5th Street
P. O. Box 234
Pueblo, Colorado 81002

This form must be received by the District on or before 4:00 P.M. MST December 8, 1977, otherwise your bid will not be considered; you are also invited to come and hear the reading of your bid at the above stated 4:00 P.M. December 8th.

By submission of this bid and signing as indicated below, you are certifying that you are an eligible public depository and shall comply with all requirements of the Public Deposit Protection Act of 1975, as amended. The Pueblo Conservancy District reserves the right to reject any and all bids.

Thank you for your consideration.

THE BOARD OF DIRECTORS
PUEBLO CONSERVANCY DISTRICT

BY: Patricia D. Kelly, President

The undersigned financial institution submits the bid as above indicated in the appropriate columns.

BY _____

Memphis

THE PUEBLO CONSERVANCY DISTRICT

BOARD OF DIRECTORS
P. Kelly
K. Farley
G. Sandstrom

111 E. Fifth St.
544-6823
PUEBLO, COLORADO

MAILING ADDRESS:
P. O. BOX 234
PUEBLO, COLO. 81002

INVEST ON DECEMBER 12, 1977

	<u>MATURES ON</u>
\$100,000 for 263 days	Sept. 1, 1978
100,000 for 294 days	Oct. 2, 1978
100,000 for 324 days	Nov. 1, 1978

INVEST ON MAY 3, 1978

\$130,000 for 212 days	Dec. 1, 1978
100,000 for 244 days	Jan. 2, 1979
100,000 for 274 days	Feb. 1, 1979
100,000 for 302 days	Mar. 1, 1979
130,000 for 334 days	Apr. 2, 1979
100,000 for 363 days	May 1, 1979
100,000 for 395 days	June 1, 1979
100,000 for 426 days	July 2, 1979
130,000 for 456 days	Aug. 1, 1979

MINUTES

AFFIDAVIT OF PUBLICATION

PUEBLO STAR-JOURNAL

STATE OF COLORADO,)
COUNTY OF PUEBLO.) ss.

FRANK S. HOAG, JR.
being first duly sworn, upon his oath deposes and says: That

PUBLIC NOTICE

The Board of Directors of the Pueblo Conservancy District hereby gives notice that the proposed budget for the fiscal year commencing January 1, 1978 shall be open for inspection by the public at the office of the district at 111 East 5th Street, Pueblo, Colorado, at such time as may be arranged by appointment with the District Administrator-Engineer, Mr. Raymond F. Koester, whose phone number is 544-6823. The Board of Directors will consider the adoption of such proposed budget on the 27th day of October, 1977, and any interested elector may inspect such proposed budget and file or register any objections thereto at any time prior to the final adoption of the budget.

he is the PRESIDENT of THE STAR-JOURNAL PUBLISHING CORPORATION, and has personal knowledge of the facts set forth herein; that said Corporation is a corporation organized under the laws of the State of Colorado and that its principal office and place of business is in the City of Pueblo, in the County of Pueblo, in the State of Colorado; that it is the proprietor, printer and publisher of THE PUEBLO STAR-JOURNAL, which is, and at all times herein mentioned was, a public daily newspaper of general circulation printed and published in said City of Pueblo; that said newspaper is, and at all times herein mentioned was, published daily; that the advertisement, of which the annexed is a true copy cut from said newspaper, was published in said newspaper

One times; that the first publication of said advertisement was on the 21st day of October, 1977; that subsequent publications of said advertisement were made in said newspaper on the following dates:

....., 19 ..
....., 19 ..
....., 19 ..
....., 19 ..
....., 19 ..

That the last publication of said advertisement was on the 21st day of October,

1977; that said advertisement was published in every issue of said newspaper on the dates previously mentioned, and that said newspaper was published regularly each day between and including the first and last of said dates.

That said newspaper has, and at all times herein mentioned had a general circulation in said City of Pueblo, and in said County of Pueblo, and that it was continuously and uninterruptedly published as a daily newspaper in said City of Pueblo each day during a period of at least six consecutive months next prior to the first publication of said advertisement; that said advertisement was published in a newspaper duly qualified for that purpose within the meaning of an act of the General Assembly of the State of Colorado entitled "An Act to amend an act entitled 'An Act concerning legal notices, advertisements and publications and the fees of printers and publishers thereof, and to repeal all acts and parts of acts in conflict with the provisions of this Act,' approved March 30, 1923, being Chapter 139 of the Session Laws of the State of Colorado, 1923, and of all acts amendatory thereto, and that said newspaper is, and at all times herein mentioned was, a daily newspaper within the meaning of said above entitled act and of all acts amendatory thereto, and is, and at all times herein mentioned was, admitted to the United States mails as second class matter under the provisions of the Act of Congress of March 3, 1879, or any amendments thereof.

Frank S. Hoag, Jr.
Subscribed and sworn to before me this 24th day of October, A.D. 19 77.
My commission expires August 14, 19 78.

Virginia Deal
Notary Public.

minutes

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF PUEBLO AND
STATE OF COLORADO

NO. 17664

DIV. B

IN THE MATTER OF THE)
PUEBLO CONSERVANCY DISTRICT) PETITION

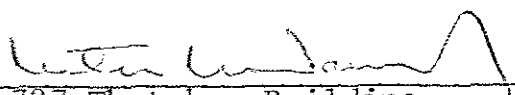
COME NOW the directors of the Pueblo Conservancy District, by their attorneys, Predovich and Ward, and state to the Court as follows:

1. Under 1973 C.R.S. 37-3-101, all directors of the District "shall furnish a corporate surety bond, at the expense of the District, in an amount and form fixed and approved by the Court, conditioned upon the faithful performance of his duties as director". Heretofore each director has presented for Court approval an individual bond.

2. Presented herewith is a blanket bond being No. NB719771 of the Home Indemnity Company indemnifying all three directors in the amount of \$1,000.00 each which the directors desire to have approved by this Court.

WHEREFORE, the directors of the Pueblo Conservancy District request that the Court approve the blanket bond of the Home Indemnity Company above referred to.

PREDOVICH AND WARD

By  Reg.#3677
727 Thatcher Building
Pueblo, Colorado 81003
544-5081
Attorneys for the District

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF PUEBLO AND
STATE OF COLORADO

NO. 17664

DIV. B

IN THE MATTER OF THE
PUEBLO CONSERVANCY DISTRICT

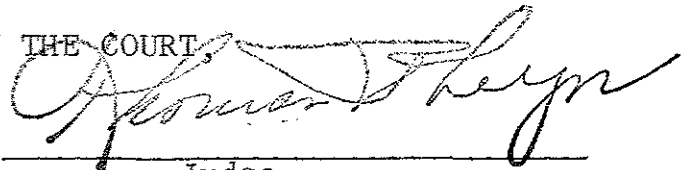
)
)
)
O R D E R

THIS MATTER comes on for hearing upon the
Petition of the directors of the Pueblo Conservancy
District, and the Court finds that there has been pre-
sented to it Bond No. NB 719771 of the Home Indemnity
Company indemnifying each director in the amount of
\$1,000.00 for the faithful performance of the duties of
said directors' office or employment and the Court further
finds that said bond is within the meaning of and complies
with the intent of C.R.S. 1973, 37-3-101.

IT IS THEREFORE ORDERED that the blanket bond of
the Home Indemnity Company heretofore referred to is
approved by the Court as a bond for the directors of the
Pueblo Conservancy District.

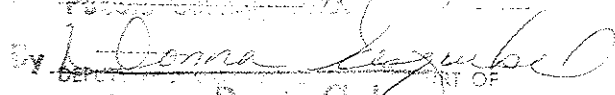
Done in open court this 27 day of October, 1977.

BY THE COURT



Judge

ATTEST, TRUE COPY

THIS FILED
OCT 27 1977
FILED
CLERK OF DISTRICT COURT
PUEBLO, COLORADO
By 
Deputy Clerk



Bond No. NB 71 97 71

Know all Men by these Presents, That THE HOME INDEMNITY COMPANY New York, a
(type full name of Insuring Company)
NEW HAMPSHIRE
corporation duly incorporated under the laws of (include state) as Surety, is held and firmly bound unto

PUEBLO CONSERVANCY DISTRICT
as Obligee, in the several sums set opposite the respective names in the attached schedule forming part of this bond, or added thereto as hereinafter provided, for the payment of which said sums the Surety binds itself, its successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Obligee desires to have the various officers, employees or other incumbents, all hereinafter called Principals, enumerated in the schedule, or added thereto as hereinafter provided, bonded for the faithful performance of their duties in the capacities and in the amounts set opposite their respective names.

NOW, THEREFORE, if each Principal named in or hereafter added to the schedule shall faithfully perform the duties of his office or employment, as required by law, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed and accepted subject to the following agreements and limitations:

FIRST: Liability under this bond begins with the 27th day of June 19... in respect of any Principal then named in the schedule and shall begin on the effective date of the addition in respect of any Principal hereafter added to the schedule. Liability shall terminate in respect of each Principal covered hereunder on the 19th day of March 1978, unless sooner cancelled or terminated, as hereinafter provided.

SECOND: The Surety shall not be liable in respect of any Principal for losses occurring prior to the effective date the name of said Principal shall be included in the schedule.

THIRD: The Obligee, during the continuance of this bond, may add other Principals to the schedule by giving written notice to the Surety and, in like manner, may increase or decrease the amount of suretyship as to any Principal; the effective date of such addition of Principals and the increase or decrease of suretyship as to any Principal shall not be prior to the date of an acceptance in writing issued by the Surety unless a different date is specified therein.

FOURTH: The aggregate liability of the Surety on account of any Principal shall not exceed the largest single amount for which said Principal is bonded hereunder at any time, regardless of the number of years this bond shall continue in force and of the number of premiums payable or paid; nor shall the liability of the Surety on account of any Principal exceed the amount for which said Principal is bonded during the period when the loss occurred.

FIFTH: Either the Obligee or the Surety may cancel this bond as an entirety or as to any Principal by written notice to the other specifying the effective date of such cancellation; provided, however, that cancellation by the Surety shall be by registered mail and the effective date of such cancellation shall be thirty-five (35) days after the date shown in the Surety's registry receipt. If any of the cancellation provisions herein are prohibited or made void by any law controlling the construction of this bond, such provisions to the extent that they are so prohibited or made void shall be deemed to be nullified and of no effect.

SIXTH: Upon the payment of any loss on any Principal hereunder, the Obligee, shall assign to the Surety, to the extent of the payment so made, the claim of the Obligee against said Principal.

In Witness Whereof, THE HOME INDEMNITY COMPANY as caused this bond to be signed by its (type full name of Insuring Company)

:Power of Attorney

and its corporate seal to be hereunto affixed this 27th day of July 1977

By: Blanche R. McKinney
Blanche R. McKinney

THE HOME INDEMNITY COMPANY

Manchester, New Hampshire

KNOW ALL MEN BY THESE PRESENTS: That THE HOME INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, with Principal Office in the City of Manchester, in the County of Hillsboro, in the State of New Hampshire pursuant to the provisions of its by-laws, which were adopted by the Directors of the said Company on November 9, 1972, to be effective January 1, 1973, and amended by the Directors of the said Company at a Meeting held on January 8, 1973 to wit:

Article VIII, Section 2 as follows:

The President or any Vice President, acting with any Secretary or Assistant Secretary may appoint by written power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Attorneys-in-Fact, and at any time may remove any such Attorney-in-Fact and revoke the power and authority given to him. The signatures of such officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

All bonds and undertakings, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, shall be signed by either the President, any Vice President, or Attorney-in-Fact and shall have the seal of the Corporation affixed thereto. The President and all Vice Presidents shall each have authority to sign such instruments, the Vice Presidents to have such authority whether the President be absent or incapacitated or not, and all Secretaries and Assistant Secretaries shall each have authority to seal and attest such instruments.

does hereby nominate, constitute and appoint

BLANCHE R. MCKINNEY of DENVER, COLORADO

its true and lawful agent and attorney in fact with authority to make, execute and deliver, for and on its behalf, as surety, and as its act and deed, any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they were duly executed by the regularly elected officers of said Company.

IN WITNESS WHEREOF, THE HOME INDEMNITY COMPANY has caused these presents to be signed by its Vice President, and its Secretary, and its corporate seal to be hereto affixed this 1st day of JULY, 1974

Attest
(Corporate Seal)

(Signed)



A. Walters
Secretary.

Blanche R. McKinney
Vice President.

STATE OF NEW YORK, } ss:
COUNTY OF NEW YORK.

On this 1st day of JULY 1974 before the subscriber, A. D. THOMPSON a Notary Public of the State of New York, duly commissioned and qualified, came A. WALTERS Vice President and Secretary of THE HOME INDEMNITY COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article VIII, Section 2 of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my Official Seal at the City of New York the day and year first above written.

(Notarial Seal)

Muriel R. Russell
MURIEL R. RUSSELL
Notary Public

NOTARY PUBLIC, State of New York
File #24-3407350, Qual. in Kings Co.
Certificate filed in New York County
Certificate Expires March 31, 1978

STATE OF NEW YORK, } ss:
COUNTY OF NEW YORK.

I, GEORGE WORTHLEY, JR. Ass't, Secretary of THE HOME INDEMNITY COMPANY, do hereby certify that the foregoing is a just, true, correct and complete copy of original Power of Attorney; that the said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney(s) in Fact set forth therein, who executed the bond to which this Certificate is attached, is in full force and effect as of this date.

(Given under my hand and the seal of the Company at New York, New York, this 27th day of

July 1977.



George Worthley, Jr.
Secretary.

ENDORSEMENT

THE HOME INSURANCE COMPANIES

To be attached to and forming a part of bond number NB 71 97 71 issued by _____ (SURETY)
THE HOME INDEMNITY COMPANY, in the amount of Three Thousand Dollars and No/100ths
_____ Dollars (\$3,000.00) effective the 27th day of June
19 77 on behalf of VARIOUS and in favor of
(PRINCIPAL)
PUEBLO CONSERVANCY DISTRICT said bond being hereby modified as follows:
(OBLIGEE OR INSURED)

The Term of the Bond is hereby changed from:

June 27, 1977 to March 19, 1978

To:

April 11, 1977 to March 19, 1978

It is expressly understood and agreed, however, that the execution of this Endorsement by THE HOME INDEMNITY COMPANY shall not be considered as a waiver of any of its rights, or defenses, in respect to anything accruing prior to the effective date hereof; and nothing contained herein shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this bond other than as above stated.

It is further understood and agreed that if the amount of liability is increased or decreased by this Endorsement, the liability of THE HOME INDEMNITY COMPANY shall not be cumulative.

This modification is not to be effective until signed in duplicate by THE HOME INDEMNITY COMPANY and accepted by the Principal and/or Obligee or Insured. It then becomes in full force and effect as of the 11th day of April
19 77.

Signed, sealed and dated this 26th day of September 19 77.

We the undersigned, hereby consent and agree to the above.

THE HOME INDEMNITY COMPANY
(SURETY)
By [Signature]
(ATTORNEY IN FACT)

PUEBLO CONSERVANCY DISTRICT
(PRINCIPAL)
By Patricia D Kelly, President
Kenneth M. Farley
(OBLIGEE OR INSURED)
By [Signature]
(TITLE)

NOTE: Original to be attached to the bond. DUPLICATE TO BE SIGNED AND RETURNED TO THE SURETY.

CERTIFIED COPY

POWER OF ATTORNEY

FROM

THE HOME INDEMNITY COMPANY

Manchester, New Hampshire

KNOW ALL MEN BY THESE PRESENTS: That THE HOME INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, with Principal Office in the City of Manchester, in the County of Hillsboro, in the State of New Hampshire pursuant to the provisions of its by-laws, which were adopted by the Directors of the said Company on November 9, 1972, to be effective January 1, 1973, and amended by the Directors of the said Company at a Meeting held on January 8, 1973 to wit:

Article VIII, Section 2 as follows:

The President or any Vice President, acting with any Secretary or Assistant Secretary may appoint by written power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Attorneys-in-Fact, and at any time may remove any such Attorney-in-Fact and revoke the power and authority given to him. The signatures of such officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

All bonds and undertakings, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, shall be signed by either the President, any Vice President, or Attorney-in-Fact and shall have the seal of the Corporation affixed thereto. The President and all Vice Presidents shall each have authority to sign such instruments, the Vice Presidents to have such authority whether the President be absent or incapacitated or not, and all Secretaries and Assistant Secretaries shall each have authority to seal and attest such instruments.

does hereby nominate, constitute and appoint

RICHARD MULLENNIX or JOHN H. RULAPAUGH or RAMONA STITES of PUEBLO, COLORADO
its true and lawful agent and attorney in fact with authority to make, execute and deliver, for and on its behalf, as surety, and as its act and deed, any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they were duly executed by the regularly elected officers of said Company.

IN WITNESS WHEREOF, THE HOME INDEMNITY COMPANY has caused these presents to be signed by its Vice President, and its Secretary, and its corporate seal to be hereto affixed this 17th day of SEPTEMBER, 19 75
(Corporate Seal) (Signed)

Attest



[Signature]
Secretary.

[Signature]
Vice President.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss.:

On this 17th day of SEPTEMBER 19 75, before the subscriber, A. D. THOMPSON
a Notary Public of the State of New York, duly commissioned and qualified, came
Vice President and A. WALTERS Secretary of THE HOME
INDEMNITY COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article VIII, Section 2 of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of New York the day and year first above written.

(Notarial Seal)

[Signature]
MURIEL R. RUSSELL
NOTARY PUBLIC, State of New York
No. 24-3407050, Qual. in Kings Co.
Certificate Filed in New York County
Commission Expires March 30, 1977
Notary Public

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss.:

I, GEORGE WORTHLEY, JR., Secretary of THE HOME INDEMNITY COMPANY, do hereby certify that the foregoing is a just, true, correct and complete copy of original Power of Attorney; that the said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney(s) in Fact set forth therein, who executed the bond to which this Certificate is attached, is in full force and effect as of this date.

Given under my hand and the seal of the Company, at New York, New York, this 26th day of September, 1977



[Signature]
Secretary.