

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE PUEBLO CONSERVANCY DISTRICT DECEMBER 22, 1982

The Board of Directors met for a regular meeting at 11:00 A.M. on the above date at the office of the District, 111 E. 5th Street:

The following were present:

DIRECTORS: P. Kelly, K. Farley and G. Sandstrom
ENGINEER : R. Koester
ATTORNEY : D. Banner

The meeting was called to order and the minutes of the November 29, 1982, meeting were approved as presented:

The Treasurer's Report was given by P. Kelly, and the following vouchers were approved for payment:

16827	World Savings	\$300,000.00
16828	Colorado National Bank	10.00
16829	Kathleen Farley	40.00
16830	Patricia Kelly	40.00
16831	Gus Sandstrom	40.00
16832	Predovich & Ward Attorneys	150.00
16833	K L H Engineering Consultants	1,005.00

Bids for Certificates of Deposit for \$150,000. are to be reviewed by Sandstrom & Kelly and they were authorized to award the purchase to the best bid and sign the voucher for purchase on December 30, 1982.

Attorney Banner presented the Lease Agreement for signature by the Board on Division of Wildlife, and the Board authorized the chairman to sign the agreement.

The regular meeting was adjourned at 11:45 A.M. and a walking tour for inspection of construction was undertaken. The walk concluded at 2:00 P.M.

The next regular meeting will be January 20, 1983 at 8:00 A.M.


Patricia Kelly, Secretary

ADDENDUM TO MINUTES OF DEC. 22, 1982.

On 12/30/82, Board Members Kelly and Sandstrom met at 9:30 A.M. to examine the bids on Certificates of Deposit, and awarded bid to Western Federal for 181 days. @9.250% - Maturity 6/29/83. per attached bid sheet.

AGENCY 34-02-00

CONTROL # 83249

WL # 5035X

1200 AC83-59

LEASE AGREEMENT

THIS LEASE, made and entered into this 22nd day of _____, DECEMBER, 19 82, by and between the PUEBLO CONSERVANCY DISTRICT, hereinafter referred to as the "Lessor" and the STATE OF COLORADO, for the use and benefit of the DEPARTMENT OF NATURAL RESOURCES, acting by and through the WILDLIFE COMMISSION and the DIVISION OF WILDLIFE, hereinafter referred to as the "Lessee",

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

WHEREAS, the Lessor is the owner of real estate situated in the County of Pueblo, State of Colorado, as described and illustrated in Exhibit "A" attached hereto and made a part hereof as incorporated herein by reference; and

WHEREAS, the Lessor is also the owner of Runyon Lake (the "lake"); and

WHEREAS, said lake is located upon the aforesaid mentioned property; and said property and lake are hereinafter jointly referred to as "the premises"; and

WHEREAS, the State is desirous of obtaining a lease of the premises for public recreation purposes,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Said Lessor does hereby lease, grant, and demise unto said Lessee the right of use by the Lessee and public over, upon and across the premises owned and controlled by the Lessor as described and illustrated in Exhibit "A" attached hereto and incorporated herein by reference.

2. That for and in consideration of the mutual covenants and agreements hereinafter expressed, the Lessor does grant a lease to the Lessee of the premises from the effective date of this instrument to and including March 1, 1987.

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

4. This agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such person as he may designate.

5. The Lessee may engage in the development of the premises for fish management purposes as hereinafter set forth during the term of this agreement.

6. The Lessee shall have sole and exclusive authority to develop and manage sport fish populations in said lake and in such a manner as the Lessee may deem proper to insure the maximum possible degree of recreational fishing. This shall include complete regulation by the Lessee as to seasons, fishing hours, bag and possession limits, and other limitations as deemed necessary or proper for fisheries management.

7. The Lessor agrees, insofar as is possible without affecting detrimentally the primary purposes of its operations, to maintain a reasonable water level in the lake. In the event the lake has to be drained, the Lessor agrees to give the Lessee reasonable notice of intent to do so in order that salvage of sport fish may be accomplished. Such notice shall be in writing and not less than 30 days prior to drainage.

8. The lake shall be entirely open to all sportsmen holding valid licenses and permits for the term of this agreement and further agrees that sufficient area adjacent to the perimeter of the lake will be available for public ingress and egress and for parking as illustrated in Exhibit "A".

9. The Lessor warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the leased premises in the form and manner as stated herein; and during the term of this lease agreement covenants and agrees to warrant and defend the Lessee in the quiet, peaceable enjoyment and possession of the leased premises. In the event of any dispute regarding the Lessor's ownership, the Lessor shall immediately, upon request from and at no cost to the Lessee, furnish proof thereof by delivering to the Lessee such deeds, abstracts, title insurance, or other documents or copies of the same which shall show the Lessor's ownership of the leased premises.

10. Upon expiration of the term of this agreement or in the event of termination of this agreement and consequent abandonment of the lake as a public recreational area, the Lessee may not remove

from the premises any materials the Lessee may have erected or installed, or improvements placed on the premises, such as fencing material, gates, toilets, etc.

11. The Lessee shall construct, install and maintain such gates, parking areas, toilets, trash barrels, signs, etc. as may be necessary to accommodate the public using the lake for fishing recreation and mutually agreed upon. The location and adequacy of sanitary facilities shall be such as in the discretion of the Lessor will insure that the lake will not be contaminated. The Lessee agrees to perform for the term of this agreement year-round maintenance on all improvements heretofore placed in the area and all items hereafter constructed and installed pursuant to this agreement.

12. Should it be necessary for Lessee to construct any roads or other structures to permit public ingress and egress and parking as described in paragraph 8, construction and maintenance of such roads or other structures will be done at no cost to the Lessor. The Lessee further agrees that it will permit no vehicle of any kind to be driven over the dam without specific authorization of the Lessor.

13. Lessee shall exercise due diligence, within the limits of normal law enforcement activities, to secure compliance by the public with any rules or regulations for use of the premises as herein set forth or which may later be established by mutual agreement, during the term of this agreement. It is mutually agreed that boating, swimming, camping, fireworks, open fires and trash dumping shall be expressly prohibited; provided that nothing contained herein shall prevent officers and employees of the Lessee from using such equipment as may be necessary in carrying out official duties.

14. Lessee shall develop and maintain sport fish populations in the lake consistent with sound fisheries management practices and budgetary limitations.

15. The Lessee shall conduct all its operations in accordance with the terms of this agreement in such a manner as not to interfere with handling of the Lessor's water supply from the lake and further agrees that the Lessor at all times shall have absolute control of the water supply in the lake, the control structures and all appurtenances.

16. The Lessee shall during the term of this agreement be responsible for the purchase and maintenance of a suitable liability insurance policy which will protect the Lessor from liability in the event of loss of life, of personal injury or property damage suffered by any person or persons using the premises pursuant to this agreement; and that said policy of insurance shall be written with the following limits of liability:

Bodily injury to each person	\$150,000
Bodily injury each accident	\$400,000
Property damage each accident	\$400,000

17. 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.

18. With regard to this lease, the Lessor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination upon the demised premises and will immediately take any measure necessary to effectuate this agreement, and to further effectuate this agreement, the Lessor agrees to and signs Attachment "B", attached hereto and made a part hereof as incorporated herein by reference.

19. TERMINATION: This agreement may be terminated by either the Lessor or Lessee on the anniversary date of this agreement with ninety (90) days prior written notice from the party wishing to terminate. Notice of termination shall be given in writing to the non-terminating party, mailed to its official address, United States mail, postage prepaid, certified, return receipt requested.

20. CONSTRUCTION:

(a) This agreement shall be given a reasonable construction so that the intention of the parties to confer usable right of public enjoyment on the Lessee is carried out.

(b) 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 agreement. Any provision of this agreement whether or not incorporated herein by refer-

ence 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 agreement to the extent that this agreement is capable of execution.

21. RUNNING OF BENEFITS AND BURDENS: All provisions of this instrument, including the benefits and burdens, run with the premises and are binding upon and inure to the heirs, assigns, successors, tenants, and legal representatives of the parties hereto.

22. DEFAULT: In the event of default by either party under the terms of this agreement, notice of such default may be given in writing by the party not in default to the defaulting party, mailed to its official address, United States mail, postage prepaid, certified, return receipt requested. Curing default shall begin within thirty (30) days of notice of default. Time for curing default shall be ninety (90) days from the date of receipt of the notice of default. If the defaulting party fails to cure said default within said ninety (90) day period, the party not in default may terminate this agreement effective thirty (30) days from the date of mailing of a notice of termination, given in the same manner as aforesaid.

23. RIGHTS UPON TERMINATION: In the event of termination, the Lessor shall acquire all of the possessory interest as the owner of the land. The Lessor shall not be obligated to offer the use of said property to the public, but shall reserve the exclusive use to itself. Lessee shall have the right to salvage any sport fish at a time and in a manner Lessee determines to be best suited to salvaging sport fish, upon termination of this agreement.

24. SEVERANCE CLAUSE: In the event that any part of this agreement shall be declared invalid or unconstitutional for any reason, such declaration shall not affect the other provisions of this agreement to the extent that the agreement remains capable of execution.

25. EMINENT DOMAIN, TERMINATION OF LEASE. If the leased premises shall be taken by right of eminent domain, in whole or in part, for public purposes, then this lease, at the option of either the Lessor or the Lessee shall forthwith cease and terminate; and in such event the entire damages which may be awarded for such taking shall be apportioned between the Lessor and the Lessee, as their interests appear.

26. In the event the leased premises are rendered untenable or unfit for the Lessee's purposes by fire or other casualty, this lease will immediately terminate, and no rent shall accrue to the Lessor from the date of such fire or casualty. In the event the leased premises are damaged by fire or other casualty so that there is partial destruction of such premises or such damage as to render the leased premises partially untenable or partially unfit for the Lessee's purposes, either party may, within five (5) days of such occurrence terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice.

27. The parties contemplate renegotiating a new agreement within 60 days prior to the expiration of this agreement.

28. THIS LEASE AGREEMENT constitutes the entire understanding of the parties and there are no other provisions other than set forth above and any changes in this agreement shall be made in writing and signed by both parties before the same shall be effective. This agreement shall be binding upon and inure to the benefit of the assigns, tenants or successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above written.

LESSOR

PUEBLO CONSERVANCY DISTRICT

By

Kathleen M. Tuley
PRES

By

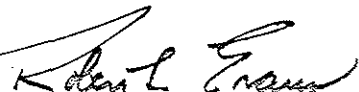
Patricia Kelly
SEC.

LESSEE

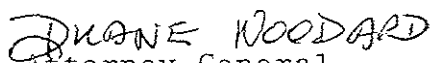
STATE OF COLORADO
Richard D. Lamm, Governor

By 
D. Monte Pascoe
Executive Director
Department of Natural Resources

Division of Wildlife

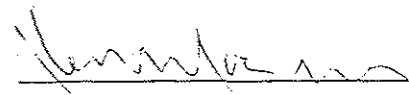
By 
Jack R. Grieb, Director

APPROVALS:


Duane Woodard
Attorney General

State Controller

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

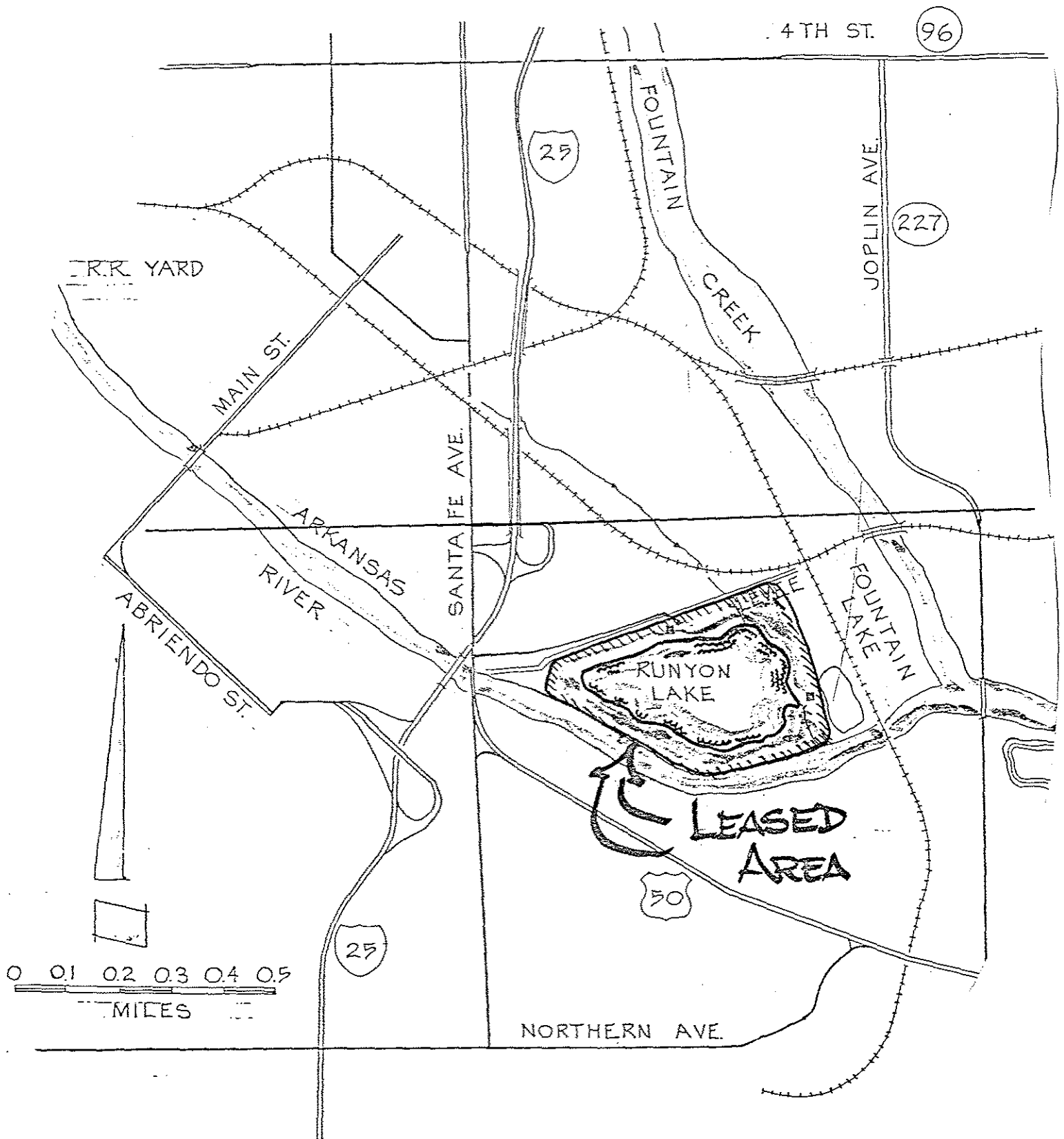
By 
JAMES A. STROUP

By 
Director
State Buildings Division

EXHIBIT "A"

Description of lands leased to the DIVISION OF WILDLIFE
by the PUEBLO CONSERVANCY DISTRICT in the County of Pueblo, State
of Colorado, to-wit:

A tract of land known as Runyon Lake located in
the NW $\frac{1}{4}$ of Section 6, Township 21 South, Range
64 West of the Sixth Principal Meridian.



ATTACHMENT "B"

As a recipient of Federal funds from the United States Department of Interior, the State operates programs subject to the nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.

The State provides this assurance that in its operations of such programs it shall prohibit discrimination on the grounds of race, color, or national origin.

In order to further this end, the State shall:

1. Display prominently and in reasonable numbers and places, posters which state that the recipient operates programs subject to the nondiscrimination requirements of Title VI.
2. Provide to the Department of the Interior current and relevant information and data to the extent necessary and appropriate for determining compliance with Title VI, and comply with regulations implementing Title VI.

The Lessor's signature on this document indicates that he is aware of the above cited responsibilities of the State and agrees to grant the State the right to carry out these responsibilities on his land.

Signatures:

PUEBLO CONSERVANCY DISTRICT

Frederick M. Farley
PRES

Date 12-22-82

STATE OF COLORADO
Division of Wildlife

By *Robert L. Grieb*
Jack R. Grieb, Director

Date 1/4/83

THE PUEBLO CONSERVANCY DISTRICT

BOARD OF DIRECTORS
P. KELLY
K. FARLEY
G. SANDSTROM

111 EAST FIFTH STREET
544-6823
PUEBLO, COLORADO

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

FED. ID #84 -6002506

BID TABULATION - 2:00 P.M. 12/29/82

PURCHASE DATE - 12/30/82

BIDDER	INTEREST RATE % 364 DAYS (12-29-83)	INTEREST RATE % 181 DAYS (6-29-83)	INTEREST RATE % 90 DAYS (3-30-83)	TYPE COMPOUND	EFFECTIVE ANNUAL YIELD
Colorado National Bank	8.625	8.500	8.450	Simple Simple Simple	\$12,937. \$12,750. \$12,675.
United Bank of Pueblo	8.750	8.500	8.400	Simple Simple Simple	\$13,125. \$12,750. \$12,600.
* Western Federal Savings	--	9.250	9.000	* Simple Simple	\$13,875. \$13,500.

* APPARENT BEST BID:

ONE \$150,000. Certificate

:Western Federal Savings
: 181 Days

THE PUEBLO CONSERVANCY DISTRICT

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TREASURER'S REPORT

Date December 22, 1982

Acct. #	Account	1981 Spent	1982 Budget	Current Month Vouchers	Total @ 12-22-82	Unused Portion of Budget
#80	Attorney's Fees	\$1,800.	\$1,800.	150.00	1800.00	0
#81	Director's Fees	1,544.	2,160.	120.00	2160.00	0
#83	Engr.-Administrator	4,560.	4,560.	380.00	4560.00	0
#90	Audit Fees	630.	750.	--	690.00	60.00
#92	Insurance & Bond Premium	851.	1,100.	---	988.00	112.00
#96	Office Supply & Postage	483.	500.	10.00	405.93	94.07
#97	Office & Equip. Rent	600.	900.	75.00	900.00	0
#100	Professional Fees	9,565.	12,000.	Mitchell 850.50	4553.00	7447.00
#103	Travel	---	2,500.	--	1965.10	534.90
#105	Repairs & Maint. of Flood Prot. Works	25,521.	30,000.	KLH Plans 550.00 Gradishar 1216.82	21,862.40	8,137.60
#108	Contingencies	---	7,500.			7,500.00
#109	Reserve for Emergency Flood Repairs	---	186,630.			186,630.00

CD # 08 World Savings Ck #16827 300,000.00

#

\$45,554. \$250,400. \$303,352.32 \$39,884.43 \$210,515.57

THE PUEBLO CONSERVANCY DISTRICT

BOARD OF DIRECTORS
P. KELLY
K. FARLEY
G. SANDSTROM

111 EAST FIFTH STREET

544-6823

PUEBLO, COLORADO

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

DATE December 22, 1982

TOTAL EXPENDED THROUGH CURRENT MONTH \$ 39,884.43

Vouchers # 16825 thru # 16833

Amount to be transferred \$ 2,602.48

To checking

Deposits \$ 305,954.80

To savings X

Tel Transfer Savings Bal. \$ 4,400.46

Checking Account Bal. \$ 150.00

Total CD's \$ 1,965,000.

Checking acct. Bal 11/24/82 = \$ 150.00

Tel Tfr. Bal. @ 11/24/82 = \$1797.98

Matured CD's Otero \$ 115,000.

World Savings \$ 160,000.

Interest earned CD's \$ 30,954.80

Interest earned Other \$

Other earnings \$

\$

\$ 307,902.78

CD's Purchased World Savings \$300,000.00

\$

Current Month Expenses \$ 3,352.32

Cash Balance @ 12/22/82 = \$ 4,550.46

INTEREST EARNED 1982

TOTAL

January - \$11,858.89

February - \$20,781.87

March - \$39,034.18

April - \$ 9,706.66

May - \$17,436.16

June - \$13,280.87

July - \$ 9,476.10

Total \$121,574.73

August \$ 18,605.09

September \$ 33,474.49

October 46,830.62

November 30,954.80

December Est. 10,142.00

\$261,581.73