

MINUTES OF THE REGULAR MEETING OF THE
PUEBLO CONSERVANCY DISTRICT ON FEBRUARY 28, 1991

The February meeting was called to order by the Chairman at 7:00 A.M., on the above date at the office of the District at 111 East 5th Street.

DIRECTORS PRESENT: P. Kelly, G. Sandstrom and K. Farley

ALSO PRESENT : D. Banner and R. Koester

The minutes of the January 30, 1991, meeting were approved as prepared.

The Treasurer's Report was accepted and the following bills were approved for payment:

17833	Patricia Kelly	55.41
17834	Kathleen Farley	55.41
17835	Gustave Sandstrom, Jr.	55.41
17836	Donald J. Banner, P.C.	200.00
17837	K L H Engineering Consult.	6962.00
17838	Donald J. Banner, P.C.	12.20
17839	Pueblo Boulevard Bank	100,000.00
17840	Chem-Way	5166.52

The Board approved the purchase of a \$100,000. CD from Pueblo Blvd. Bank for one year (maturing 2/28/92) at the rate of 6.75%, interest to be paid monthly, per bid tabulation attached.

Attorney Banner reported that the Valco purchase is complete and the well that existed on the Batch Plant property is now non-existent as the water right had been transferred to other property owned by Valco.

The Board reviewed a new contract and agreement with Engineer Koester, and approved same, original copy to remain as an attachment to these minutes for future reference.

The Board was made aware that the City of Pueblo will be billing the District soon, for \$30,000. worth of construction now completed by the City on Grant No. 4, in the Runyon Lake Area. Grant No. 4 provided outlet works bank production, and protection on the south side of Fountain Lake.

The Board also heard a report on the Boardwalk portion of the Maintenance Road repair made by the District where the City had been billed for the repair, and had not paid this District. Banner negotiated a willingness of the City to pay, and with another billing going to the City, the amount of \$3757. will be paid immediately.

The Board discussed the "River Commission" idea and are considering the revision of the Long Range Goals to indicate that this District will "cooperate with the formation of a River Commission" in place of "create a River Commission", for the planning and development of all rivers in the Pueblo Area.

The Board received the Chem-Way proposal for control of deciduous growth along the Arkansas Channel through Pueblo, and approved the program and the pre-payment of 75% of the fee now.

There being no further business, the meeting adjourned at 7:45 A.M. The next regular meeting is scheduled for 11:00 A.M. on March 27, 1991, to be followed by a meeting at 12:00 noon with ~~City Attorney Tom Jagger~~.

Public Service Officials: *[Signature]*

APPROVED:

[Signature: K. Farley]

[Signature: Patricia Kelly] No

[Signature: R. Koester]
Secretary/Treasurer

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

TREASURER'S REPORT

Date February 22, 1991

Acct.#	Account	1990 Spent	1991 Budget	Current Month Expenses	Total at 2/28/91	Unused Portion Budget
#80	Legal Fees	\$ 2400.	\$ 2400.	\$ 200.	\$ 400.	\$ 2000.
#81	Director's Fees	\$ 2640.	\$ 4000.	\$ 180.	\$ 540.	\$ 3460.
#82	FICA Taxes	\$ 201.	\$ 500.	\$ --	\$ 110.	\$ 390.
#83	Engineering/Administrate	\$ 4560.	\$ 4560.	\$ 380.	\$ 760.	\$ 3800.
#90	Audit Fees	\$ 1200.	\$ 1200.	\$ --	\$ --	\$ 1200.
#92	Insurance & Bonds	\$ 1045.	\$ 2000.	\$ --	\$ --	\$ 2000.
#96	Office Expense	\$ 418.	\$ 700.	\$ 25.	\$ 102.	\$ 598.
#97	Office Rent	\$ 900.	\$ 900.	\$ 75.	\$ 150.	\$ 750.
#100	Professional Fees	\$ -0-.	\$ 12000.	\$ --	\$ --	\$ 12000.
#103	Travel	\$ 83.	\$ 2500.	\$ --	\$ --	\$ 2500.
#105	Repairs & Maintenance	\$ 74,285.	\$ 75000.	\$ 160.	\$ 14,620.	\$ 60,380.
#108	Contingencies	\$ -0-.	\$ 7500.	\$ --	\$ --	\$ 7,500.
#109	Emergency Flood Repair	\$ 14,942.	\$ 20,000.	\$ 225.	\$ 500.	\$ 19,500.
#110	Capital Improvements	\$ 46,294.	\$ 50,000.	\$ 6097.	\$ 11,876.	\$ 38,124.
		\$ 148,968	\$ 183,260.	\$ 7,342.	\$ 29,058.	\$ 154,202.

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

Total	22,333.00
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AFFIDAVIT OF PUBLICATION

THE PUEBLO CHIEFTAIN

State of Colorado)

) ss.

County of Pueblo)

George Wetzel, being first duly sworn,
Manager of THE STAR-JOURNAL PUBLISHING CORPO
said Corporation is a corporation organized
and place of business is in the City of Pueb
proprietor, printer and publisher of THE PUE
public daily newspaper of general circulation
is, and at all times herein mentioned was, pr
copy cut from said newspaper, was published in said newspaper 2 times; that the first publication
of said advertisement was on April 5, 1991;

NOTICE OF FINAL PAYMENT

Notice is hereby given that on the 30th day of April, 1991, THE PUEBLO CONSERVANCY DISTRICT, in the County of Pueblo, State of Colorado, will make final settlement and payment to KIRKLAND CONSTRUCTION, Contractor, for furnishing of equipment and construction of the Arkansas River Maintenance Road Access at Union Avenue in Pueblo.

File claims with the District at 111 East 5th Street, Pueblo, Colorado, before the above date, as provided by C.R.S. 1973, 38-26-107, as amended.

First Publication: April 05, 1991
Second Publication: April 12, 1991

THE PUEBLO CONSERVANCY DISTRICT
By: Raymond F. Koester,
Engineer/Administrator

That the last publication of said advertisement was on April 12, 1991; 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 has 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.

Subscribed and sworn to before me this 5th day of April, 1991. A.D. 1991

My commission expires March 16, 1995.

Sandra L. Yates
Notary

LAW OFFICES OF
DONALD J. BANNER
PROFESSIONAL CORPORATION
727 THATCHER BUILDING
FIFTH AND MAIN STREET
P. O. BOX 1423
PUEBLO, COLORADO 81002-1423
(719) 544-5081

*Return to
Ran -
FW PCD
FILE*

February 5, 1991

Mr. Ray Koester
KLH Engineering
111 West 5th
Pueblo, CO 81003

Enclosed please find a copy of the Judgment and Decree I just received from Earl Brubaker along with a statement from him that the wells he had in Section 6 of Township 21 South, Range 64 West, were transferred in 1986 to their property in Section 34, Township 20 South, Range 64 West. Does this come as a surprise to you? Frankly, until the meeting the other day, I wasn't even aware there was a water well on the property. Give me a call upon your receipt of this.

Kindest regards.



Donald J. Banner

COPIY
Filed in the Office of the
Clerk, District Court Water
Division No. 2, State of
Colorado

DISTRICT COURT, WATER DIVISION 2, COLORADO

CASE NO. 85CW36

NOV 14 1986

JUDGMENT AND DECREE

Priscilla L. Lyness
Clerk

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

VALCO, INC. (FORMERLY CERTIFIED IN PUEBLO COUNTY.
CONCRETE CO., INC.)

THE COURT FINDS That no pleading in protest to the
Ruling of the Water Referee has been filed within the time
provided by statute, and that said Ruling should be confirmed,
approved and adopted,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED That the
Ruling of Referee filed on October 16, 1986, be and is
incorporated herein by reference and is confirmed, approved
and adopted as the judgment of this Court.

Dated: November 14, 1986.

BY THE COURT:

John R. Tracey
John R. Tracey, WATER JUDGE

xc: Rexford L. Mitchell
Attorney for Applicant
512 North Main Street
Rocky Ford, Colorado 81067

Robert W. Jesse
Division Engineer

Jeris A. Danielson
State Engineer

PUBLIC NOTICES

CASE NO. 85CW36, VALCO, INC., 5475 Highway 96 West,
Pueblo, Colorado 81003 (Mitchell and Mitchell, Rexford L.
Mitchell, Attorneys for Applicant, 512 North Main, P. O.
Box 471, Rocky Ford, Colorado 81067)

Application For Change of Water Right--Alternate Point of
Diversion--Permit to Relocate Two Wells--Replacement Wells
Pueblo County

2. Name of structure:

Adjudicated well decreed May 29, 1974; Case No. W-3374;
located in the Northwest 1/4 of the Northeast 1/4 of
Sec. 6, Twp. 21 South, Range 64 West of the 6th P.M.,

approximately 1000 feet South of the North section line
and 2500 feet West of the East section line of said Sec. 6;
priority date July 1, 1958, for 0.204 c.f.s. or 92 g.p.m.;
adjudicated use - industrial use at batch plant for batching
concrete and domestic use for batch plant office for sanitary
purposes.

Adjudicated well decreed May 29, 1974; Case No. W-3374;
located in the NW 1/4 of the NE 1/4 of Sec. 6, Twp. 21 South,
Range 64 West of the 6th P.M., approximately 1020 feet
South of the North section line and 2540 feet West of the
East section line of said Section 6; priority date Dec. 1,
1959, for 1.0 c.f.s. or 450 g.p.m.; adjudicated use -
industrial use for washing sand and gravel.

3. Source: Arkansas River Basin.

4. Proposed change and decretal relief sought:

The applicant has exhausted the commercial value of sand
and gravel deposits used in conjunction with the two
adjudicated wells as originally located. Applicant seeks
a change in point of diversion downstream for use in sand
and gravel extraction at new location. Applicant does not
seek to enlarge, expand, or increase the decreed quantity
of water applied to beneficial use nor does it seek to

PUBLIC NOTICES

change the beneficial use as decreed. Applicant is only
seeking a change in point of diversion for the wells
described above pursuant to the terms and conditions of
the replacement well permits. The change requested herein
will not injuriously affect other owners or persons
entitled to use water under vested water rights of decreed
conditional water rights.

Pursuant to C.R.S. 37-90-103(13), the original adjudicated
wells will be plugged and abandoned.

Replacement well permits have been applied for.

5. Name and legal description of each new point of diversion:
Applicant proposes to change the adjudicated wells for
0.204 c.f.s. or 92 g.p.m. and 1.0 c.f.s. or 450 g.p.m.,
respectively, from their present location as follows:

Valco No. 1: The NE 1/4 of the NE 1/4 of Sec. 34, Twp. 20 South,
Range 64 West of the 6th P.M., 500 feet South of the North
section line and 600 feet West of the East section line of
said Section 34. Pumping rate will not exceed adjudicated
rate of 92 g.p.m. Pueblo County, Colorado.

Valco No. 2: The NE 1/4 of the NE 1/4 of Sec. 34, Twp. 20 South,
Range 64 West of the 6th P.M., 650 feet South of the North
section line and 250 feet West of the East section line
of said Section 34. Pumping rate will not exceed adjudicated
rate of 450 g.p.m. Pueblo County, Colorado.

Wherefore, applicant prays that this court enter a decree
granting the application herein and awarding the requested
change of water right, and for such other and further relief
as the court deems just and proper.

(Application and attachments 13 pages)

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the PUEBLO CONSERVANCY DISTRICT, hereinafter referred to as "District", and KIH ENGINEERING CONSULTANTS, INC., hereinafter referred to as "KIH".

WHEREAS, on or about November 23, 1977, an Employment Agreement and Lease was entered into between the District and KIH, and

WHEREAS, KIH has served as Chief Engineer and Administrator for the District since October 1, 1977 through the date hereof, and

WHEREAS, the parties desire to more formally document their relationship, and

WHEREAS, KIH has certain engineering expertise that is an invaluable asset to the District and offers services as reflected in the Profile attached hereto and incorporated herein by reference,

NOW THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The District hereby retains KIH Engineering Consultants, Inc., as Chief Engineer and Administrator for the District effective March 1, 1991 and continuing thereafter from month to month until such time as either party gives written notice to the other party of the desire of such party to terminate this Agreement, which notice must be given ten days prior to the effective date of termination.
2. KIH agrees to provide administrative and engineering services to the District from time to time at the discretion and request of the board of directors of the District to include but not be limited to the following:

For the monthly retainer fee set forth in Paragraph 4 hereof, KIH provides:

Attendance at all board meetings, taking minutes for the secretary and making such reports and explanation of Treasurer's Report as required; receive and respond to all District telephone and mail messages made in the course of a business day having to do with maintenance of the land inventory and structures; conduct field inspections periodically and as requested by public agencies or neighbors of the District; co-ordinate work of maintenance contractor and vegetation control contractor as needed; perform such clerical-bookkeeping services as required to prepare Treasurer's Report, and the banking exercises in the Investment Program of surplus funds; and other ordinary and necessary services to be rendered to the District

as Chief Engineer.

For time and materials billed monthly, KIH provides:

Consulting with directors of PCD at meetings the District has with public agencies, investment institutions, and utilities and private citizens involved in land leases or purchases or sales of lands; KIH staff provides designs, then manages construction phases as representative of the District, and provides inspection of construction, for maintenance items as well as capital construction projects; KIH staff performs land surveys, property inventory mapping as needed, and performs such maintenance services needed to exercise gates on outlet of power company cooling water and minor maintenance of gates and road entrances on the river corridor through Pueblo.

3. In addition, KIH agrees to lease to the District furnished office space for meetings of the board of directors of the District as well as space for storage of current working records, which space shall be provided in the building commonly addressed as 111 East 5th Street, Pueblo, CO 81003. The District agrees to pay to KIH \$ 100 per month as rental for this space.
4. For administrative and engineering services, the District agrees to pay KIH the sum of \$380.00 per month, which sum includes twelve hours of engineering services at \$25.00 per hour and eight hours of clerical bookkeeping services at \$10.00 per hour. The District agrees to pay KIH for additional services rendered to the District on a time and materials basis as KIH submits monthly bills to the District for such time and materials.
5. This Agreement shall be binding upon the parties, their successors and assigns, although assignment by KIH or the District to any third party is hereby expressly prohibited unless the written consent of the other party is given.

ENTERED INTO this 28th day of February, 1991.

PUEBLO CONSERVANCY DISTRICT

By Patricia Kelly
President

ATTEST:

[Signature]
Secretary

KIH ENGINEERING CONSULTANTS, INC.

ATTEST:

David M. Strim
Secretary

By Raymond D. Kaeth
President

LAW OFFICES OF
DONALD J. BANNER
PROFESSIONAL CORPORATION
727 THATCHER BUILDING
FIFTH AND MAIN STREET
P. O. BOX 1423
PUEBLO, COLORADO 81002-1423

FAX# UPON REQUEST
TAX ID# 84-1091902

DONALD J. BANNER
OF COUNSEL
WALTER J. PREDOVICH
ASSOCIATES
LINDA E. DEWITT
DANIEL L. DEWITT

(719) 544-5081
January 30, 1991

Mr. Richard Mullennix
Steel City Agencies
1414 West 4th Street
Pueblo, CO 81003

Re: Pueblo Conservancy District

Dear Dick:

For your information, the board of directors of the Pueblo Conservancy District is appointed by a judge of the Pueblo District Court, who is responsible by statutory requirements, to supervise the affairs of the District and to appoint the board of directors. Kathy F. Farley and Patricia Kelly were both appointed by the District Court to serve as directors on June 27, 1977. Gustave Sandstrom, Jr., was appointed by the District Court to serve as a director on September 16, 1977. I thought you might want this information to provide it to the prospective insurance carrier.

I am in the process of documenting a new Agreement with KIH Engineering Consultants, Inc., relative to their services as administrators/engineers for the District. There was an existing Agreement effective October 1, 1977 which I am updating, and as soon as that is complete, I will provide you with a copy. This should be completed some time around the end of February when the board of directors has an opportunity to review and approve it.

Very truly yours,


Donald J. Banner

DJB:crt
cc: Ray Koester