

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Thursday, January 20, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of December 16, 2004, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
4. Directors' and Secretary Compensation
5. SWCD/Silt Mesa Project
  - a. Grant
  - b. Resolution 05-01
6. CRWCD Grant
7. Alsbury Permit
8. Water Allotment Contracts
9. Water Resources's Report
10. Hydrologist's Report
11. Attorney's Report
12. Set February meeting date
13. Adjourn

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** January 20, 2005  
**Time:** 9:00 a.m.  
**Place:** District Office  
 109 West Fourth Street  
 Rifle, Colorado

Name	Company/mailling address
1. Bob Zanella	
2. <del>Walter Starbuck</del>	WD
3. Michael Craig	DWR
4. <del>B. Starbuck</del>	
5. Ed Oszowski	LoK.
6. <del>Bruce Mills</del>	
7. Kelly Sundeen	
8. Meaghan Cetr	
9. Janet	
10. Bruce Mills	
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

January 20, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Administrative Asst.  
Kerry D. Sundeen, Hydrologist  
Meaghan Castor, P.E.  
Edward B. Olszewski, Attorney  
Bruce Mills, CPA

#### **Guests**

Michael Craig, DWR

#### **Directors and Staff Absent**

Kelly Couey, Vice President

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:05 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the December 16, 2004, Board of Directors meeting be approved as received; seconded by Bruce E. Wampler; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** LaVerne Starbuck moved to pay the attached list of bills; seconded by Bruce E. Wampler; motion carried.

**Financial Statements:** LaVerne Starbuck moved to accept the November 2004, Financial Statements as prepared by Bruce Mills, P.C.; seconded by Robert J. Zanella; motion carried.

#### DIRECTORS' AND SECRETARY COMPENSATION

**Director Compensation:** Statute allows \$1200 a year compensation, plus expenses, for Directors. The Directors have been paid \$25 per event, plus expenses, since the formation of the District. Counsel was directed to investigate the possibility of increasing the President's mileage to further compensate for all the extra meetings the President attends.

Robert J. Zanella moved to increase the compensation for the Directors to \$100 per month; seconded by Bruce E. Wampler; motion carried.

**Secretary Compensation:** Bruce E. Wampler moved to set the Secretary salary at \$33,000 annual, to revisit if duties increase, and to maintain the three percent IRA matching contribution; seconded by Robert J. Zanella; motion carried.

#### JOINT WATER PROJECT ON SILT MESA

**Water 2025 -- Challenge Grant Program:** The Bureau of Reclamation grant is for matching funds up to \$300,000. If awarded to West Divide, a business plan with the Silt Water Conservancy District and Farmers Irrigation Company is needed.

**Resolution 05-01:** Bruce E. Wampler moved to adopt Resolution 05-01 Approving Application for Challenge Grant to the U.S. Bureau of Reclamation; seconded by Robert J. Zanella; roll call vote: Samuel B. Potter – yes; Robert J. Zanella – yes; LaVerne Starbuck – yes; Bruce E. Wampler – yes; Kelly Couey – absent. The motion carried, and Resolution duly adopted. (Resolution attached without grant application.)

#### CRWCD GRANT

Robert J. Zanella moved to authorize Meaghan Castor to prepare the Colorado River Water Conservation District grant application for the Joint Water Project on Silt Mesa; seconded by Bruce E. Wampler; motion carried.

#### ALSBURY PERMIT

A letter was received from the Forest Service requiring revegetation. Revegetation was performed last fall; it will be done again this fall. Counsel will provide a written response to the Forest Service. The inspection and hazard reports will be provided as requested.

#### WATER CONTRACTS

**John David Dahl:** Robert J. Zanella moved acceptance of this assignment from James T. Priestley and Lenore M. Dahl; seconded by Bruce E. Wampler; motion carried.

**William M. and Charlotte B. Zilm:** Robert J. Zanella moved acceptance of this amendment in usage from industrial to domestic; seconded by Bruce E. Wampler; motion carried.

#### WATER RESOURCES'S REPORT

Nothing additional to report.

#### HYDROLOGIST'S REPORT

Nothing additional to report.

#### ATTORNEY'S REPORT

Received written report.

Robert J. Zanella moved to purchase 10 af at \$900 per acre foot for a permanent Wolford Reservoir contract, authorizing counsel to make application; seconded by Bruce E. Wampler; motion carried.

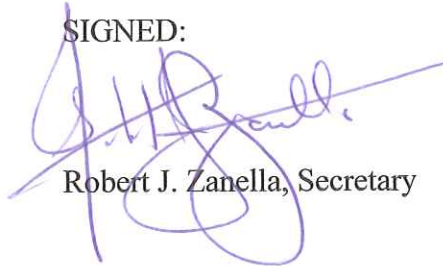
FEBRUARY MEETING DATE

The next meeting is set for February 23, 2005.

ADJOURN

Meeting adjourned at 11:30 a.m.

SIGNED:



Robert J. Zanella, Secretary

ATTEST:



Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
Custom Transaction Detail Report  
January 20, 2005

Num	Name	Memo	Account	Amount
2630	Brickyard Square	Christmas Party	5255 · Meals	886.57
2631	Colo. Special Districts Property & Liab.	Property & Crime	5590 · Insurance-Prop. & Liability	474.00
2631	Colo. Special Districts Property & Liab.	Auto	5580 · Insurance-Autos	204.00
2631	Colo. Special Districts Property & Liab.	E&O	5610 · Insurance-E&O	565.00
2632	Alpine Bank	84-0976632	2205-FICA/MED/FWT Payable	945.62
2633	Pinnacol Assurance	2005 Premium (2005)	5080 · Worker Comp. Ins.	348.00
2634	Postmaster	Postage	5300 · Postage/Box Rent/Etc.	102.00
2635	Tammy S. Keenan	January janitorial	5396 · Janitorial	40.00
2636	void			
2637	Viking Office Products	Office supplies	5100 · Office Supplies	9.99
2638	Urman Company, The	Employee Feb. Ins.	5222 · Medical Insurance--Employee	334.38
2638	Urman Company, The	Family Feb. Ins.	5223 · Medical Insurance Dependent	435.84
2639	Northwestern Mutual Life Ins. Co.	1451628	2227 · Simple IRA Payable	58.33
2639	Northwestern Mutual Life Ins. Co.	1451628	2227 · Simple IRA Payable	967.00
2640	Colorado Department of Revenue	03-91472	2210-Colorado With. Payable	360.00
2641	CNA Surety	2/7/05-2/7/06 Blanket Bond	5600 · Ins.--Officers' Blanket Bond	751.76
2642	Qwest	December	5390 · Telephone	133.15
2643	Viking Office Products	Office supplies	5100 · Office Supplies	34.15
2644	Sopris Surfers LLC	11/12/04-2/12/05	5393 · Internet	42.00
2645	Remington Square	January rent	5395 · Rent	407.34
2645	Remington Square	December utilities	5392 · Utilities	144.04
2646	Special District Association of Colo	2005 Dues	5240 · Dues/Registration	785.00
2647	Mountain Clear Bottled Water	bottled water	5100 · Office Supplies	18.75
2648	Grand River Consulting Corp.	Board meetings (2004)	5260 · Engineer	262.50

West Divide Water Conservancy District-General Fund  
 Custom Transaction Detail Report  
 January 20, 2005

2649	Leavenworth & Karp, P.C.	Director compensation (2004)	5280 · Legal	24.00
2649	Leavenworth & Karp, P.C.	General (2004)	5280 · Legal	1,202.44
2649	Leavenworth & Karp, P.C.	CRWCD (2004)	5280 · Legal	156.00
2650	Samuel B. Potter	Oct. - Dec. (2004)	5020 · Director Fees	235.00
2650	Samuel B. Potter	Oct. - Dec.	5230 · Directors' Expenses	75.80
2651	LaVerne Starbuck	Oct. - Dec. (2004)	5020 · Director Fees	75.00
2651	LaVerne Starbuck	Oct. - Dec.	5230 · Directors' Expenses	37.80
2652	Robert Zanella	Oct. - Dec. (2004)	5020 · Director Fees	75.00
2652	Robert Zanella	Oct. - Dec.	5230 · Directors' Expenses	48.60
2653	Bruce E. Wampler	Fees Oct. - Dec. (2004)	5020 · Director Fees	75.00
2653	Bruce E. Wampler	Expenses Oct. - Dec.	5230 · Directors' Expenses	54.00
2654	Kelly Couey	Oct. - Dec. (2004)	5020 · Director Fees	25.00
2654	Kelly Couey	Oct. - Dec.	5230 · Directors' Expenses	0.00
2655	Pioneer Machine & Tool	Outside janitorial	5396 · Janitorial	80.00
2656	Maddock, Janet E		5221 · Salary	1,931.99
2656	Maddock, Janet E		2227 · Simple IRA Payable	-967.00
2656	Maddock, Janet E		2205-FICA/MED/FWT Payable	-650.00
2656	Maddock, Janet E		2205-FICA/MED/FWT Payable	-119.79
2656	Maddock, Janet E		2205-FICA/MED/FWT Payable	-28.02
2656	Maddock, Janet E		2210-Colorado With. Payable	-120.00
2657	Xcel Energy		5392 - Utilities	40.64

$\$ 2,367.83 - 435.84 = 1,931.99$   
 I.R.A.

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10,560.88

## West Divide Water Conservancy District-General Stored Water

Bills to be Paid  
January 20, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1516	Colo Special Districts Property & Liab.	General Liability- Alsbury	7040 · Insurance--Alsbury Gen Liab.	2,158.00
1516	Colo Special Districts Property & Liab.	Excess Liability	7040 · Insurance--Alsbury Gen Liab.	788.00
1516	Colo Special Districts Property & Liab.	Equipment--Alsbury	7040 · Insurance--Alsbury Gen Liab.	115.00
1517	BasePoint Design Corporation	Balance of Contract Add. No. 3	7080 · Capital Outlay--Alsbury	3,828.50
1518	void			
1519	Grand River Consulting Corp.	Farmers Irrigation (2004)	7030 · Engineering	1,450.00
1519	Grand River Consulting Corp.	Alsbury (2004)	7030 · Engineering	805.00
1519	Grand River Consulting Corp.	Annual Report, Aug Plan Contract revier (2004)	7030 · Engineering	2,957.00
1520	Leavenworth & Karp, P.C.	General (2004)	7045 · Legal	1,207.20
1520	Leavenworth & Karp, P.C.	Alsbury (2004)	7045 · Legal	108.00
1520	Leavenworth & Karp, P.C.	Contracts (2004)	7045 · Legal	350.45
1520	Leavenworth & Karp, P.C.	02CW123 (2004)	7045 · Legal	389.69
1520	Leavenworth & Karp, P.C.	02CW281 (2004)	7045 · Legal	153.00
1521	Garfield County Clerk and Recorder	Memorandums	7070 · Memorandum Recording Fees	111.00
				<u>14,420.84</u>

## West Divide Water Conservancy District-Fourmile Creek

Custom Transaction Detail Report  
January 20, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1375	Bershenyi, John W. and Alice	2004 a.f. pymt; 2005 min. pymt	8090 · Water Lease--Price, Ber., Zilm	4,742.59
1376	Zilm, William M. and Charlotte B.	2004 a.f pymt; 2005 min. pymt	8090 · Water Lease--Price, Ber., Zilm	4,742.59
1377	Price, David D.	2005 min. fee on Hughes Res.	8090 · Water Lease--Price, Ber., Zilm	683.66
1378	Leavenworth & Karp, P.C.	Aug Plan (2004)	8050 · Legal	132.00
1378	Leavenworth & Karp, P.C.	Mahan (2004)	8050 · Legal	60.00
1378	Leavenworth & Karp, P.C.	James Price (2004)	8050 · Legal	24.00
1378	Leavenworth & Karp, P.C.	O'Kane/Jacobber (2004)	8050 · Legal	241.50
1378	Leavenworth & Karp, P.C.	04CW85 (2004)	8050 · Legal	24.00
1379	Garfield County Clerk & Recorder	Memorandum	8070 · Memorandum Recording Fees	22.00
				<u>10,672.34</u>



# WEST DIVIDE WATER CONSERVANCY DISTRICT

## RESOLUTION 05-01

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST DIVIDE WATER CONSERVANCY DISTRICT APPROVING APPLICATION FOR CHALLENGE GRANT TO THE U.S. BUREAU OF RECLAMATION**

WHEREAS, the West Divide Water Conservancy District (hereinafter the "District") is a Colorado special district formed and functioning by authority of C.R.S. § 32-1-101 *et seq.*; and

WHEREAS, the District and the Silt Water Conservancy District have entered into an Intergovernmental Agreement dated January 25, 2001, and recorded at Book 1230, Page 93 of the records of Garfield County, Colorado, under which the two districts have agreed to cooperate in providing water to certain customers of the West Divide Water Conservancy District whose properties are located within the Silt Water Conservancy District; and

WHEREAS, the District has been working cooperatively with the Silt Water Conservancy District to development a water project to serve the water needs of the Districts' constituents in the Silt Mesa and surrounding areas ("Joint Water Project"); and

WHEREAS, the U.S. Bureau of Reclamation ("Reclamation") is considering applications for its "Water 2025 - Challenge Grant Program", which provides matching funds for water projects meeting certain criteria; and

WHEREAS, the District believes the Joint Water Project meets the criteria required by Reclamation's Grant Program and desires to receive grant funds from Reclamation to assist with the development and construction of the Joint Water Project.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District that:

1. The District Board of Directors has been briefed by staff on the Application for Challenge Grant, has reviewed the Application as necessary, and supports and approves the Application attached as Exhibit A and incorporated by this reference;
2. The District is capable of providing the amount of funding and/or matching contributions, specified in the funding plan within the time required; and

**WEST DIVIDE WATER CONSERVANCY DISTRICT**

Resolution 05-01

Page 2 of 2


3. If selected for a Challenge Grant, the District will work with Reclamation to meet established deadlines for entering into a cooperative agreement.

READ AND ADOPTED this 20th day of January, 2005, by the Board of Directors of the West Divide Water Conservancy District.

WEST DIVIDE WATER  
CONSERVANCY DISTRICT

By:   
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Wednesday, February 23, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of January 20, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
4. Audit
5. CRWCD/CWCB dinner meeting March 22
6. Set March Board meeting
7. Water Contracts
8. Alsbury Reservoir
9. Wolford Reservoir Contract
10. Amicus Brief
11. Development of Silt Mesa Water
12. Water Resources's Report
13. Hydrologist's Report
14. Attorney's Report
15. Adjourn

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** Feb 23, 2005

**Time:** 9:00 a.m

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/mailling address
1. Ed Olszewski	L+K
2. Kerry Sundeen	Grand River Conservancy
3. Bruce Wampler	
4. Jim Heman	DWR
5. Meaghan Castor	Grand River
6. <del>William Stauden</del>	drive
7. <del>Stetter</del>	
8. Bob Zanella	
9. Janet Maddock	
10. Bruce Mills	
11. Kelly Couey	drive
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

February 23, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Meaghan Castor, EIT  
Edward B. Olszewski, Attorney  
Bruce Mills, CPA

#### **Guests**

Jim Lemon, DWR

#### **Directors and Staff Absent**

None

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:07 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the January 20, 2005, Board of Directors meeting be approved as received; seconded by Bruce E. Wampler; motion carried.

#### FINANCE REPORT

##### **Bills to be Paid:**

Robert J. Zanella moved to pay the attached list of bills; seconded by Bruce E. Wampler; motion carried.

##### **Financial Statements:**

Robert J. Zanella moved acceptance of the December 2005 Financial Statements prepared by Bruce Mills, P.C.; seconded by LaVerne Starbuck; motion carried.

#### AUDIT

Bruce E. Wampler moved to direct staff to begin the Request for Proposal (RFP) including advertising as required and direct correspondence; seconded by LaVerne Starbuck; motion carried. Counsel was directed to research legal responsibility.

CRWCD/CWCB DINNER MEETING MARCH 22

Need to RSVP by March 14. West Divide's share of the cost is \$300-\$400.

SET MARCH BOARD MEETING

The next meeting is March 17, back on the regular schedule of the third Thursday of the month.

WATER CONTRACTS

**Amendments:**

**H. B. Shaeffer:** Robert J. Zanella moved approval of this amendment from 30 af to 15 af; seconded by Kelly Couey; motion carried.

**EnCana Oil & Gas (USA) Inc.:** Robert J. Zanella moved approval of this amendment from 350 af to 250 af; seconded by Kelly Couey; motion carried.

**New Applications:**

**Ivan Perrin:** Robert J. Zanella moved to table this Fourmile application/contract for 2.14 af domestic per recommendation from the Division of Water Resources as existing permit could be affected; seconded by Bruce E. Wampler; motion carried.

**Thomas E. Turner:** Robert J. Zanella moved approval of this Fourmile application/contract for 1 af, domestic (contractor aug plan); seconded by Kelly Couey; motion carried. As West Divide is an objector in this case, Counsel was directed to add language to the Stipulation that West Divide needs to be provided a copy of the water use accounting.

ALSBURY RESERVOIR

Kelly Couey moved to authorize BasePoint Design Corporation to finalize the Technical and Cost Proposal, Downstream Inundation Study as outlined in the draft, total for all tasks not to exceed \$21,398; seconded by Robert J. Zanella; motion carried.

Discussion regarding long term irrigation contracts. Directed hydrologists to prepare proposal.

WOLFORD RESERVOIR CONTRACT

Counsel submitted contract to the River District for 10 acre feet, up-front payment.

AMICUS PARTICIPATION

West Divide is currently involved in an amicus brief, CWCB vs. Central City dealing with how instream rights are kept whole. Directors authorized counsel to enter into another amicus brief, Eagle Park Reservoir dealing with administration of augmentation plans.

DEVELOPMENT OF SILT MESA WATER

Robert J. Zanella moved to provide the requested information for the 2025 Challenge Grant Re-submittal; seconded by Bruce E. Wampler; motion carried.

Received presentation by Grand River Consulting Corporation on the Silt Pump Canal and Interconnect Service Areas.

WATER RESOURCES'S REPORT

No additional information.

HYDROLOGIST'S REPORT

No additional information.

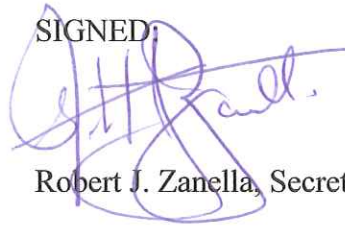
ATTORNEY'S REPORT

Received Counsel's written report. Flannery Reservoir case: Directed Counsel to not participate in the Supreme Court case.

ADJOURN

Meeting adjourned at 11:55 a.m.

SIGNED:



Robert J. Zanella, Secretary

ATTEST:



Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
 Bills to be Paid  
 February 23, 2005

Num	Name	Memo	Account	Amount
2659	Colorado State Treasurer	Fourth qtr Unemployment Tax	5226 · Unemployment Tax	11.59
2660	Postmaster	stamps	5300 - Postage	23.00
2661	Maddock, Janet E	* 2750.00 - 435.84 = 2314.16 INS -	5221 · Salary	2,314.16
2661	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2661	Maddock, Janet E		2205-FICA/MED/FWT Payable	-877.02
2661	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2662	Xcel Energy	Dec.	5392 · Utilities	87.38
2663	Bruce Mills, P.C.	Oct. Nov. Dec. Acctg. 2004	5150 · Accounting	975.75
2663	Bruce Mills, P.C.	Jan. Acctg.	5150 · Accounting	731.08
2663	Bruce Mills, P.C.	2005 Budget	5200 · Budget Preparation	1,710.00
2664	Qwest	January	5390 · Telephone	131.23
2665	Remington Square	January rent	5395 · Rent	407.34
2665	Remington Square	January utilities	5392 · Utilities	199.06
2666	Tammy S. Keenan	February inside janitorial	5396 · Janitorial	40.00
2667	Pioneer Machine & Tool	Jan. and Feb. Outside janitorial	5396 · Janitorial	80.00
2668	Urman Company, The	Employee Mar. Ins.	5222 · Medical Ins--Employee	334.38
2668	Urman Company, The	Family Mar. Ins.	5223 · Medical Ins Dependent	435.84
2669	Leavenworth & Karp, P.C.	Director Compensation	5280 · Legal	105.00
2669	Leavenworth & Karp, P.C.	CRWCD	5280 · Legal	156.00
2669	Leavenworth & Karp, P.C.	Crystal River Res.	5280 · Legal	288.00
2669	Leavenworth & Karp, P.C.	Central City	5280 · Legal	1,248.00
2669	Leavenworth & Karp, P.C.	General	5280 · Legal	1,056.98
2670	Northwestern Mutual Life Ins. Co.	1451628	2227 · Simple IRA Payable	69.42
2670	Northwestern Mutual Life Ins. Co.	1451628	2227 · Simple IRA Payable	833.00
2671	Alpine Bank	84-0976632	2205-FICA/MED/FWT Payable	1,054.04
2672	Mountain Clear Bottled Water	bottled water	5100 · Office Supplies	25.40
2673	Viking Office Products	Office supplies	5100 · Office Supplies	6.00
2674	Grand River Consulting Corp.	Board meeting	5260 · Engineer	270.00
				10,707.63



West Divide Water Conservancy District-General Stored Water  
Bills to be Paid  
February 23, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1522	Leavenworth & Karp, P.C.	General	7045 · Legal	465.00
1522	Leavenworth & Karp, P.C.	Alsbury	7045 · Legal	132.00
1522	Leavenworth & Karp, P.C.	Contracts	7045 · Legal	216.00
1522	Leavenworth & Karp, P.C.	02CW123	7045 · Legal	110.00
1522	Leavenworth & Karp, P.C.	02CW281	7045 · Legal	99.59
1522	Leavenworth & Karp, P.C.	Farmers Irrig./SWCD	7045 · Legal	1,636.50
1522	Leavenworth & Karp, P.C.	Marshall	7045 · Legal	60.00
1523	Garfield County Clerk & Recorder	Memorandums	7070 · Memorandum Recording Fees	11.00
1524	Grand River Consulting Corp.	02CW281	7030 · Engineering	540.00
1524	Grand River Consulting Corp.	Contracts	7030 · Engineering	350.00
1524	Grand River Consulting Corp.	Annual Report	7030 · Engineering	1,553.75
1524	Grand River Consulting Corp.	Water Right Assessment, Database	7030 · Engineering	1,077.50
1524	Grand River Consulting Corp.	Alsbury	7030 · Engineering	90.00
1524	Grand River Consulting Corp.	Silt Mesa Water Supplies	7030 · Engineering	6,334.00
				<u>12,675.34</u>

West Divide Water Conservancy District--Fourmile  
Bills to be Paid  
February 23, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1380	Leavenworth & Karp, P.C.	Opposition	8050 · Legal	108.00
1380	Leavenworth & Karp, P.C.	Aug Plan	8050 · Legal	192.00
1384	Grand River Consulting Corp.	Aug plan, acctg. & adm.	8030 · Engineering	622.50
1382	Gentry, Allen Bruce	Reimbursement for fees paid to reduce liability	2420 · Due to Bruce Gentry	821.50
1383	Greenwald Children's Irrevocable Trust	Refund of 25% of 2005 fees paid to reduce liability	2400 - Due to Greenwald Trust	1,899.00
				<u>3,643.00</u>

ck # 1381 is voided

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Wednesday, March 17, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of February 23, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
4. CRWCD/CWCB Dinner contribution
5. Water Allotment Contracts
6. Gas Well Production Water
7. BWCD/Avalanche & Siphon
8. Water Resources's Report
9. Hydrologist's Report
10. Attorney's Report
11. Public Hearing on Inclusion Petitions            11:00 a.m.  
Resolution 05-02
12. Adjourn

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** March 17, 2005

**Time:** 9:00 a.m

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/mailling address
1. Janet Maddox	
2. Bob Zanella	
3. Michael Coz	DWR
4. <del>Bruce Wampler</del>	
5. Bruce Wampler	
6. Ed Okzewski	L+K
7. Kerry Surdcan	
8. Mark Thrush	EnCana
9. Meaghan Castor	Grand River
10. Bruce Mills	
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

March 17, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Meaghan Castor, EIT  
Edward B. Olszewski, Attorney  
Bruce Mills, CPA

#### **Guests**

Mark Thrush, EnCana Oil & Gas (USA) Inc.  
Michael Craig, DWR

#### **Directors and Staff Absent**

Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:08 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the February 23, 2005, meeting be approved as received; seconded by Bruce E. Wampler; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** Bruce E. Wampler moved the attached list of bills be paid; seconded by Robert J. Zanella; motion carried.

**Financial Statements:** Bruce E. Wampler moved the January 2005, Financial Statements as prepared by Bruce Mills, P.C. be accepted; seconded by Robert J. Zanella; motion carried.

#### CRWCD/CWCB DINNER

Directors agreed to donate \$300 to the dinner for the Colorado Water Conservation Board hosted by the Colorado River Water Conservancy District.

### WATER CONTRACTS

**Julia Marshall:** Robert J. Zanella moved approval of this application/contract for 1 af domestic; seconded by Bruce E. Wampler; motion carried.

**Flag Resources, Inc.:** Robert J. Zanella moved approval of this application/contract for 103.79 af commercial; seconded by Bruce E. Wampler; motion carried.

### GAS WELL PRODUCTION WATER

Mark Thrush from EnCana Oil & Gas (USA), Inc. gave a presentation on his company's program for purifying and use of coal bed methane (CBM) gas well water. EnCana would like West Divide to use this water in one of its programs. Directed counsel to research legal issues.

### AVALANCHE CANAL AND SIPHON

Received a proposal from the Basalt Water Conservancy District to purchase Avalanche Canal & Siphon water. Directed counsel to draft a response letter to counsel for BWCD to be reviewed at the next Board meeting. Letter should state that West Divide is not interested in selling water at this time. West Divide wants to stay with the original plan which was for one entity to take all the contracts. West Divide wants to either partner or assume contracts, to solve the long-term problem. As West Divide has the water it prefers to take over the program.

### WATER RESOURCES REPORT

Michael Craig reported on the Colorado Water Officials Meeting September 28-30 at the Hotel Colorado. September 30th agenda includes compact issues. Russell George and Hal Simpson will be speakers.

### HYDROLOGIST'S REPORT

The survey has been completed on Alsbury Reservoir. The reservoir holds 304 acre feet instead of 250 as originally designed. Discussed long-term irrigation contract as Ron Rogers, through his attorney Mark E. Hamilton, has requested such a contract for 100 acre feet on an "if and when" basis. Robert J. Zanella moved to charge \$30 an acre foot for irrigation water from Alsbury Reservoir; seconded by Bruce E. Wampler; motion carried. Notice in the form of an ad will be run in the newspaper noticing that West Divide is selling long-term contracts for irrigation water from Alsbury Reservoir. Also a direct mailing will be sent to those who have purchased water in the past, Eric Wahl, Frank Daley, and Ron Rogers who is currently requesting the water.

### ATTORNEY'S REPORT

Diligence case on Fourmile, 03CW255, Sunlight Inn & Realty, LLC and Peter Bringham. Counsel recommended to stipulate out of the case as Applicant has agreed to provide a copy to West Divide of the calculations submitted to SEO.

### PUBLIC HEARING ON INCLUSION PETITIONS

Public hearing opened at 11:04 a.m. No public was present for comment on two petitions for inclusion, Annapurna, LLC and Jo and David Temple. Bruce E. Wampler moved to adopt


Resolution 05-02 and attached Order; seconded by Robert J. Zanella. Roll call: Samuel B. Potter --yes, LaVerne Starbuck--absent, Kelly Couey--absent, Robert J. Zanella--yes, Bruce E. Wampler--yes. Resolution and Order duly adopted. (Copy attached).

Public meeting closed at 11:08 a.m.

ADJOURN

Next meeting is set for April 21. Meeting adjourned at 11:15 a.m.

SIGNED:



Robert J. Zanella, Secretary

ATTEST:



Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
Bills to be Paid  
March 17, 2005

Num	Name	Memo	Account	Amount
2675	Pioneer Machine & Tool	Mar. Outside janitorial	5396 · Janitorial	40.00
2676	Tammy S. Keenan	March inside janitorial	5396 · Janitorial	40.00
2677	Remington Square	March rent	5395 · Rent	407.34
2677	Remington Square	February utilities	5392 · Utilities	105.47
2678	Mountain Clear Bottled Water	bottled water	5100 · Office Supplies	25.40
2679	Qwest	February	5390 · Telephone	130.90
2680	Urman Company, The	Employee April Ins.	5222 · Medical Insurance--Employee	334.38
2680	Urman Company, The	Family April Ins.	5223 · Medical Insurance Dependent	435.84
2681	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2681	Alpine Bank	Employee Med.	2205-FICA/MED/FWT Payable	33.55
2681	Alpine Bank	Company Med.	2205-FICA/MED/FWT Payable	33.55
2681	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	143.47
81	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	143.47
2682	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2682	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2683	Leavenworth & Karp, P.C.	Director	5280 · Legal	72.00
2683	Leavenworth & Karp, P.C.	CRWCD	5280 · Legal	168.00
2683	Leavenworth & Karp, P.C.	Central City	5280 · Legal	624.00
2683	Leavenworth & Karp, P.C.	General	5280 · Legal	794.08
2684	Grand River Consulting Corp.	Board meeting	5260 · Engineer	270.00
2685	Maddock, Janet E	\$2750.00-\$435.84 (Ins.) =\$2314.16	5221 · Salary	2,314.16
2685	Maddock, Janet E	Employee	2227 · Simple IRA Payable	-833.00
2685	Maddock, Janet E	Employee	2205-FICA/MED/FWT Payable	-700.00
2685	Maddock, Janet E	Employee	2205-FICA/MED/FWT Payable	-143.47
2685	Maddock, Janet E	Employee	2205-FICA/MED/FWT Payable	-33.55
2685	Maddock, Janet E	Employee	2210-Colorado With. Payable	-175.00
				5,833.01

West Divide Water Conservancy District-General Stored Water  
 Bills to be Paid  
 March 17, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1525	Grand River Consulting Corp.	02CW281	7030 · Engineering	275.00
1525	Grand River Consulting Corp.	Contracts	7030 · Engineering	127.50
1525	Grand River Consulting Corp.	Water Right Assessment, Database	7030 · Engineering	1,095.00
1525	Grand River Consulting Corp.	Alsburly	7030 · Engineering	362.50
1525	Grand River Consulting Corp.	Silt Mesa Water Supplies	7030 · Engineering	1,488.75
1525	Grand River Consulting Corp.	86CW370	7030 · Engineering	135.00
1526	Leavenworth & Karp, P.C.	General	7045 · Legal	1,116.00
1526	Leavenworth & Karp, P.C.	Alsburly	7045 · Legal	120.00
1526	Leavenworth & Karp, P.C.	Contracts	7045 · Legal	156.00
1526	Leavenworth & Karp, P.C.	02CW123	7045 · Legal	742.00
1526	Leavenworth & Karp, P.C.	02CW281	7045 · Legal	1,580.08
1526	Leavenworth & Karp, P.C.	Farmers Irrig./SWCD	7045 · Legal	240.00
1526	Leavenworth & Karp, P.C.	Marshall	7045 · Legal	24.00
				7,461.83

West Divide Water Conservancy District-Fourmile Creek  
 Bills to be Paid  
 March 17, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1385				
<del>1386</del>	Grand River Consulting Corp.	02CW225	8030 · Engineering	180.00
<del>1387</del>	Leavenworth & Karp, P.C.	Opposition	8050 · Legal	193.00
<del>1387</del>	Leavenworth & Karp, P.C.	Aug Plan	8050 · Legal	192.87
1386				565.87



**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**RESOLUTION 05-02**

**ORDER FOR INCLUSION OF CERTAIN LANDS  
IN THE WEST DIVIDE WATER CONSERVANCY DISTRICT**

WHEREAS, **Annapurna LLC and David and Jo Temple** have petitioned the Board of Directors of West Divide Water Conservancy District for inclusion of certain lands into the District boundaries;

WHEREAS, the attached Order for Inclusion outlines the proper procedures that were followed for inclusion of the certain lands described on Exhibit A of the Order.

NOW THEREFORE, the Board of Directors of the West Divide Water Conservancy District hereby resolves to execute the attached Order for Inclusion accepting said lands into its district boundaries.

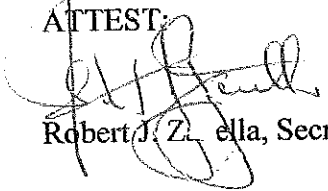
READ, APPROVED, AND ADOPTED this 17th day March, 2005.

SIGNED:



Samuel B. Potter, President

ATTEST:



Robert J. Zella, Secretary

**ORDER FOR INCLUSION  
OF CERTAIN LANDS IN THE WEST DIVIDE WATER CONSERVANCY DISTRICT**

THE BOARD OF DIRECTORS of the West Divide Water Conservancy District, having received and considered the Petition of **Annapurna LLC and David and Jo Temple**, for the inclusion within the District of the lands hereinafter described finds:

1. That the Petitions are in proper form pursuant to C.R.S. 37-45-136.
2. That proper notice of filing of such Petitions and of the Board's hearing on said Petitions has been duly given as required by law.
3. That the Board has heard the Petitions and no written objections thereto have been presented.
4. That a public hearing was held at the West Divide Water Conservancy District office, 109 West Fourth Street, Rifle, Colorado, on March 17, 2005, at which hearing said Petitions and any objections thereto were heard.
5. That a quorum of the Board was present at said public hearing and, upon consideration of the merits of said Petitions, the Petitions should properly be granted.
6. That the hereinafter described lands should properly be included within the District and attached to and made a part of existing Division 3 of the District.

NOW, THEREFORE, IT IS HEREBY ORDERED that said Petitions of **Annapurna LLC and David and Jo Temple** shall be and hereby is granted, and the following described lands situated in the County of Garfield, State of Colorado, are hereby included within the District, to wit:

That real property described on Exhibit A.

AND FURTHER ORDERED that said lands shall be included within and made a part of existing Division 3 of the District.

ADOPTED by the Board of Directors of the West Divide Water Conservancy District on the 17th day of March, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By: \_\_\_\_\_

President

ATTEST:

Secretary

## EXHIBIT A

### ANNAPURNA LLC

A parcel of land in SE1/4SW1/4 and the SW1/4SE1/4 of Section 6, Lot 1 and 2 of Section 7, Township 6 South, Range 91 West of the 6th P.M. lying Southerly of Interstate 70 Frontage Road described as follows: Beginning at a point on the Southerly right-of-way of said Frontage Road whence the witness corner of the Northwest corner of said Section 7 bears South 77°28'16" West 3356.21 feet; thence leaving said right-of-way South 47°00'00" East 41.01 feet; thence South 29°45'30" East 163.91 feet; thence South 20°40'47" East 150.83 feet; thence South 15°02'48" East 255.11 feet; thence South 224.97 feet; thence South 58°30'00" West 1070.47 feet; thence North 01°00'00" West 1200.08 feet to a point that intersects said Frontage Road right-of-way; thence along said right-of-way North 77°03'30" East 638.58 feet; thence South 89°22'08" East 80.48 feet to the point of beginning.

Also known as Parcel 3, Myers S.B. 35 Exemption Plat  
Recorded February 17, 1987, as Reception No. 379113

Together with non-exclusive easements for ingress and egress and for utilities along the Easterly 25 feet of Parcel 2, Myers S.B. 35 Exemption Plat from the Northeast corner of said Parcel 2 to the Cactus Valley Ditch as such irrigation ditch is shown and denominated on said Plat.

### DAVID AND JO TEMPLE

A tract of land located in the NW1/4NW1/4 of Section 36, Township 5 South, Range 90 West of the 6th P.M., more particularly described as follows:  
Commencing at the Northwest corner of Section 36, Corner No. 1; thence Southerly along the West Boundary of Section 36 a distance of 406.3 feet to Corner No. 2; thence Easterly parallel to the North boundary of Section 36 a distance of 489.95 feet, more or less to the West boundary of the Canon Creek Road, Corner No. 3; thence Northerly along the West boundary of the said Canon Creek Road to the North boundary of Section 36, Corner No. 4; thence Westerly along the North boundary of Section 36 a distance of 610.06 feet, more or less, to Corner No. 1, the Point of Beginning.

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Thursday, April 21, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of March 17, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. 2004 Audit
4. Colorado Basin Proposal (CRWCD)
5. Website forms
6. Water Allotment Contracts
  - a. Cancelled Contracts
  - b. New Applications/Contracts
  - c. Exchange of Water Rights
7. Avalanche Canal and Siphon
8. Alsbury Irrigation Water
9. EnCana Production Water
10. Water Resources's Report
11. Hydrologist's Report
12. Attorney's Report
13. Adjourn

Lunch to recognize and say "good-bye" to Meaghan

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** April 21, 2005

**Time:** 9:00 a.m

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/ mailing address
1. Janet Maddock	
2. Bob Zanello	
3. Bruce Wampler	
4. Jim Lemon	DWR
5. Lolani Starbuck	rode with Kelly
6. <del>Steve</del>	
7. Ed Olszowski	
8. Kelly Coney	I drove
9. Perry Sundeen	
10. Peter Fleming	CRWED
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING APRIL 21, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney

#### **Guests**

Peter Fleming, CRWCD  
Jim Lemon, DWR

#### **Directors and Staff Absent**

Bruce Mills, C.P.A.

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:05 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the March 17, 2005, meeting be approved as received; Bruce E. Wampler seconded; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** Robert J. Zanella moved the attached list of bills be paid; Bruce E. Wampler seconded; motion carried.

#### **2004 Audit:**

Bruce E. Wampler moved the President execute the engagement letter from Marc L. Whitman, C.P.A.; seconded by Robert J. Zanella; motion carried.

#### COLORADO BASIN PROPOSAL (CRWCD)

Peter Fleming presented information on the CRWCD's position on transmountain diversions. The Shoshone power plant is senior to Dillion and Williams Fork Reservoirs and all Denver diversions. The CRWCD wants assurance as to what happens with Shoshone, that Denver not be able to control Excel Energy and the river call. This would be the number one issue for West Divide. The CRWCD would like to hear West Divide's opinion in writing from counsel.

#### WEBSITE FORMS

There is some concern that the forms on the internet can be changed. Suggestions: blank fill in PDF files, lock pages 2-4 of the contract, purchase Acrobat to prepare the forms. Ed and Kerry will check into Word Perfect and Word and see if these programs have capabilities for locked forms.

WATER CONTRACTS

**Cancelled Contracts:** Robert J. Zanella moved cancellation of the following contracts for the reasons indicated in italics; seconded by Kelly Couey; motion carried.

**First Energy Services Company**

Contract # R940613BEI(a) 12 acre feet

Direct Hauler

*No water hauling in this area.*

**Stateline Trucking**

Contract #030612ST(a) 8 acre feet

Direct Hauler

*No water hauling in this area.*

**EnCana Oil & Gas (USA) Inc.**

Contract #040219EC(a) 55 acre feet

Direct Hauler

*Contract for North of Colorado River in Piceance Basin. No hauling in this area. Non-payment.*

**Flag Resources, Inc.**

Contract # 040826FR(a) 60 acre feet

Gravel Pit Evaporation

*Temporary contract for August - December 2004. Replaced by Contract # 050317FR(a).*

**Shawn Parsons**

Contract #011025SP(a) 1 acre foot

*Well is full of sodium.*

**Karen F. Garrison**

Contract #970718BC(a) 2 acre feet

*Non-payment.*

**Sandra K. Jewell**

Contract #970912SJ(a) 1 acre foot

*Non-payment.*

**John Buxman**

Contract #FM981013JB(a) 1.23 acre feet

*Non-payment.*

**New Applications/Contracts:**

**David R. Tonder (Well #1):** Robert J. Zanella moved approval of this application/contract for 1 af, domestic; seconded by Bruce E. Wampler; motion carried.

**David R. Tonder (Well #4):** Robert J. Zanella moved approval of this application/contract for 1 af, domestic; seconded by Bruce E. Wampler; motion carried.

**Kenneth G. and Jinx Spangler:** Robert J. Zanella moved approval of this application/contract for 1 af, domestic; seconded by Bruce E. Wampler; motion carried.

**Exchange of Water Rights:** Travis Metcalf is interested in trading some water rights to the District in exchange for the fees he pays on his augmentation contract. Kerry will check out the rights and pursue what might be beneficial to the District.

AVALANCHE CANAL AND SIPHON

Ed prepared two draft letters in response to the Basalt Water Conservancy District' request for Avalanche Canal and Siphon Water. The attached letter was chosen by the Directors.

ALSBURY IRRIGATION WATER

Discussed the price of irrigation water and directed Janet to proceed with the advertisement in the newspapers and the correspondence to potential customers. Customers should indicate the number of acre feet they are interested in by the next meeting wherein contracts will be considered.

ENCANA PRODUCTION WATER

Discussed the tour of the EnCana facility. There is not significant water from the CBM wells to warrant the District's involvement at this time. <sup>However</sup> Discussions with EnCana to remain open.

WATER RESOURCES'S REPORT

All the nine-month Commissioner positions have been filled with the hiring of Mike Mello.

HYDROLOGIST'S REPORT

Need to keep dialogue going with the Silt Water Conservancy District and Farmers Irrigation Company while waiting to hear about the grant application.

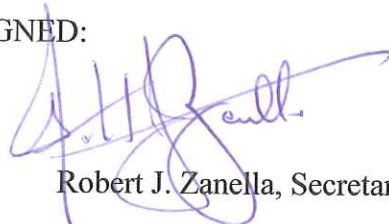
ATTORNEY'S REPORT

Received Ed's written report. Ed announced that he would be terminating his position with Leavenworth and Karp, P.C. and opening an office of his own.

ADJOURN

Meeting adjourned at 11:30 p.m.

SIGNED:



Robert J. Zanella, Secretary

ATTEST:



Samuel B. Potter, President



West Divide Water Conservancy District-General Fund  
Bills to be Paid  
April 21, 2005

Num	Name	Memo	Account	Amount
2687	Xcel Energy	February	5392 · Utilities	39.43
2688	Janet Maddock	Gift Card for Meaghan	5100 · Office Supplies	50.00
2688	Janet Maddock	Postage	5100 · Office Supplies	36.45
2688	Janet Maddock	Norton Antivirus upgrade	5100 · Office Supplies	46.94
2689	Pioneer Machine & Tool	April Outside janitorial	5396 · Janitorial	40.00
2690	Viking Office Products	Office supplies	5100 · Office Supplies	467.65
2691	Qwest	March	5390 · Telephone	130.49
2692	Remington Square	May rent	5395 · Rent	407.34
2692	Remington Square	April utilities	5392 · Utilities	148.88
2693	Tammy S. Keenan	April inside janitorial	5396 · Janitorial	40.00
2694	Urman Company, The	Employee May Ins.	5222 · Medical Insurance--Employee	334.38
2694	Urman Company, The	Family May Ins.	5223 · Medical Insurance Dependent	435.84
2695	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2695	Alpine Bank	Employee Medical	2205-FICA/MED/FWT Payable	33.55
2695	Alpine Bank	Company Medical	2205-FICA/MED/FWT Payable	33.55
2695	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	143.47
2695	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	143.47
2696	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2696	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2697	Leavenworth & Karp, P.C.	Legislation	5280 · Legal	60.00
2697	Leavenworth & Karp, P.C.	CRWCD	5280 · Legal	132.00
2697	Leavenworth & Karp, P.C.	Prepare for/attend Brd. Mtg.	5280 · Legal	960.00
2697	Leavenworth & Karp, P.C.	Central City	5280 · Legal	209.00
2697	Leavenworth & Karp, P.C.	General	5280 · Legal	682.35
2698	Grand River Consulting Corp.	Board meeting	5260 · Engineer	360.00
2698	Grand River Consulting Corp.	Advanced costs	5260 · Engineer	305.62
2698	Grand River Consulting Corp.	General	5260 · Engineer	309.38
2699	Mountain Clear Bottled Water	bottled water	5100 · Office Supplies	25.40
2700	Maddock, Janet E	2750.00-435.84 (ins.)=2314.16	5221 · Salary	2,314.16
2700	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2700	Maddock, Janet E		2205-FICA/MED/FWT Payable	-700.00
2700	Maddock, Janet E		2205-FICA/MED/FWT Payable	-143.47
2700	Maddock, Janet E		2205-FICA/MED/FWT Payable	-33.55
2700	Maddock, Janet E		2210-Colorado With. Payable	-175.00
				7,606.75

West Divide Water Conservancy District-General Stored Water  
 Bills to be Paid  
 April 21, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1527	Glenwood Post Independent	Inclusions, Temple & Annapurna	7046 · Legal Publications/filing fees	455.84
1528	Farmers Irrigation Company	23 shares @ \$4.75 asses.; \$30 acct chg.	7015 · Farmers Irrigation Water	139.25
1529	Grand River Consulting Corp.	Alsburly	7030 · Engineering	1,445.00
1529	Grand River Consulting Corp.	Meetings w/EnCana	7030 · Engineering	220.00
1529	Grand River Consulting Corp.	GIS/Autocad	7030 · Engineering	1,803.12
1530	BasePoint Design Corporation	Inundation maping	7080 · Capital Outlay--Alsburly	1,444.46
1531	Leavenworth & Karp, P.C.	Alsburly	7045 · Legal	84.00
1531	Leavenworth & Karp, P.C.	Contracts	7045 · Legal	168.00
1531	Leavenworth & Karp, P.C.	02CW123	7045 · Legal	27.04
1531	Leavenworth & Karp, P.C.	02CW281	7045 · Legal	63.04
1531	Leavenworth & Karp, P.C.	Crystal River Reservoir	7045 · Legal	324.00
1531	Leavenworth & Karp, P.C.	Silt Mesa	7045 · Legal	180.00
1531	Leavenworth & Karp, P.C.	Marshall	7045 · Legal	176.44
1531	Leavenworth & Karp, P.C.	General	7045 · Legal	719.00
1532	Garfield County Clerk & Recorder	Memorandums	7070 - Memorandum Recording Fee	18.00
1533	Water Court, Division No. 5	02CW281 2nd Amended Application	7046 - Legal Publications	<u>1,516.80</u>
				<u>8,783.99</u>

West Divide Water Conservancy District-Fourmile Creek  
 Bills to be Paid  
 April 21, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1387	Leavenworth & Karp, P.C.	Opposition	8050 · Legal	72.00
1387	Leavenworth & Karp, P.C.	Aug Plan	8050 · Legal	458.00
1388	Grand River Consulting Corp.	Aug plan and annual report	8030 · Engineering	317.50
89	Garfield County Clerk & Recorder	Memorandum	8070 · Memorandum Recording Fees	<u>17.00</u>
				<u>864.50</u>

**LEAVENWORTH & KARP, P.C.  
ATTORNEYS AT LAW**

---

LOYAL E. LEAVENWORTH  
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*\*(Please direct all correspondence  
to our Glenwood Springs Office)*

SUSAN W. LAATSCH  
NICOLE D. GARRIMONE  
ANNA S. ITENBERG  
MICHAEL J. SAWYER  
TERESA L. HOCK  
CASSIA R. FURMAN

April 15, 2005

D R A F T

David Hallford, Esq.  
Chris Geiger, Esq.  
Balcomb & Green, P.C.  
818 Colorado Avenue  
P. O. Drawer 790  
Glenwood Springs, CO 81602

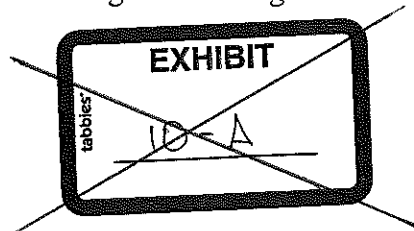
Re: Basalt Water Conservancy District Purchase Proposal for Avalanche Canal and Siphon Water

Dear David and Chris:

Thank you for Basalt Water Conservancy District's ("BWCD") March 3<sup>rd</sup> proposal to purchase Avalanche Canal and Siphon water from West Divide Water Conservancy District ("West Divide"). West Divide has reviewed the proposal and the attached analysis prepared by Resource Engineering dated February 21, 2005, and has discussed the same at length.

West Divide has determined that it does not wish to sell Avalanche Canal and Siphon water to the BWCD. West Divide prefers to assume BWCD's contracts in the Crystal River basin and provide future service in the area. West Divide and BWCD could enter into an Intergovernmental Agreement that would allow for the assumption of existing contracts and provide for future service within a set service area by West Divide. Such an option makes more sense than each District offering their services on separate sides of the Crystal River and would avoid the duplication of efforts and save both Districts significant time and expense. West Divide also feels this option would provide a better service to the Districts' constituents.

Another option would be a cooperative effort involving both Districts to resolve Crystal River augmentation issues. The Districts could jointly pursue a plan for augmentation that would augment depletions within the service area using a combination of Avalanche Canal and Siphon water as well as additional senior water rights or storage.



LEAVENWORTH & KARP, P.C.

David Hallford, Esq.

Chris Geiger, Esq.

Page 2

April 15, 2005

Please advise regarding whether BWCD is willing to assign its contracts to West Divide or is interested in pursuing a joint project. I look forward to hearing from you at your convenience.

Very truly yours,

LEAVENWORTH & KARP, P.C.

D R A F T  
Edward B. Olszewski

EBO:bsl

cc: West Divide Water Conservancy District

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Thursday, May 19, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of April 21, 2005 , meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
4. Water Allotment Contracts
5. Alsbury Leased Water
6. 2005 Grant
7. Water Rights to Trade
8. Hydrologist's Report
9. Water Resources's Report
10. Attorney's Report
11. Adjourn

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:**        *may 19, 2005*

**Time:**        9:00 a.m

**Place:**        District Office  
                  109 West Fourth Street  
                  Rifle, Colorado

Name	Company/mailling address
1. <i>Janet Maddock</i>	
2. <i>Kerry Sundeem</i>	
3. <i>Bruce Waupler</i>	
4. <i>Lolani Stuebel</i>	<i>I drive</i>
5. <i>Bob Zanella</i>	
6. <i>Shirley</i>	
7. <i>Jay Lemon</i>	<i>DWR</i>
8. <i>Frank Wiley</i>	<i>4670-311rd New Castle</i>
9. <i>Ed Olszewski</i>	
10.	
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

May 19, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney

#### **Guests**

Jim Lemon, DWR  
Frank Daley

#### **Directors and Staff Absent**

Kelly Couey, Vice President  
Bruce Mills, CPA

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:00 a.m. by President Samuel B. Potter.

#### MINUTES

LaVerne Starbuck moved the minutes of the April 21, 2005, meeting be approved as received with the following correction regarding the EnCana Production Water: "*However, discussions with EnCana to remain open.*"; seconded by Robert J. Zanella; motion carried.

#### FINANCE REPORT

**Credit Cards:** Discussion on acquiring a credit card for the District and on accepting credit card payments. Bruce Wampler will check into Paypal.com Janet to check on credit card payments from the bank and on acquiring a District credit card.

**Bills to be Paid:** LaVerne Starbuck moved the attached list of bills be paid; Robert J. Zanella seconded; motion carried.

**Financial Statements:** LaVerne Starbuck moved the March 2005, Financial Statements as prepared by Bruce Mills, P.C. be accepted; Robert J. Zanella seconded; motion carried.

### WATER CONTRACTS

**Cory Nielson:** Robert J. Zanella moved approval of this 1.73 af commercial application/contract; seconded by Bruce E. Wampler; motion carried.

**Royal Mini Storage, LLC:** Bruce E. Wampler moved approval of this 1.32 af commercial application/contract; seconded by Robert J. Zanella; motion carried.

**Karen F. Garrison:** Robert J. Zanella moved approval of this 1 af domestic application/contract; seconded by Bruce E. Wampler; motion carried.

**Presco Inc.:** Robert J. Zanella moved approval of this 25 af direct hauling application/contract; seconded by LaVerne Starbuck; motion carried.

Directed counsel to file Statement of Opposition in EnCana's case with Unocal water for monitoring purposes.

### ALSBURY LEASED WATER

Discussed particulars of long-term lease and reviewed draft lease. Agreed to sell Eric Wahl 10 af, Frank Daley 60 af, and Ron Rogers 40 af. Those currently holding a lease will be offered first chance for any additional water.

### 2025 GRANT

Set up initial planning meeting for June 3, 9:00 a.m. to meet with the Silt Water Conservancy District and Farmers Irrigation Company.

### WATER RIGHTS TO TRADE

Hydrologist reviewed Travis Metcalf's water rights. Too junior to benefit West Divide.

### HYDROLOGIST'S REPORT

Kerry's office can create locked forms in Adobe for our website.

### WATER RESOURCES'S REPORT

Received verbal report.

### ATTORNEY'S REPORT

In the on-going discovery with William Zilm voluminous copies of West Divide's minutes have been requested. It was decided to have the minutes put into an electronic version.

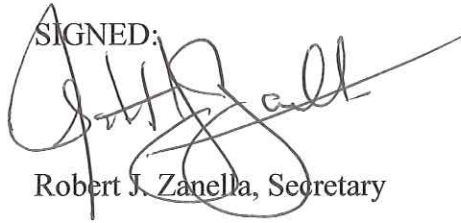
Resolution 05-03 approving The Water Supply Contract with the Colorado River Water conservation District was presented. Robert J. Zanella moved adoption of Resolution 05-03; seconded by Bruce E. Wampler; roll call: Bruce E. Wampler -- yes, Samuel B. Potter -- yes, LaVerne Starbuck -- yes, Kelly Couey -- absent, and Robert J. Zanella -- yes; motion carried and Resolution 05-03 duly adopt.



ADJOURN

Meeting adjourned at 11:40 a.m.

SIGNED:

A handwritten signature in black ink, appearing to read "Robert J. Zanella", written over the word "SIGNED:".

Robert J. Zanella, Secretary

ATTEST:

A handwritten signature in blue ink, appearing to read "Samuel B. Potter", written below the word "ATTEST:".

Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
 Bills to be Paid  
 May 19, 2005

Num	Name	Memo	Account	Amount
2701	Creek Bend	Lunch for Meaghan	5100 · Office Supplies	84.59
2702	Colorado Department of Revenue	03-91472	2210-Colorado With. Payable	470.00
2703	Colorado State Treasurer	First qtr Unemployment Tax	5226 · Unemployment Tax	19.68
2704	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2704	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2705	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	6.35
2706	Climate Control Company	Covers for air cond. vents	5100 · Office Supplies	65.93
2707	Qwest	April	5390 · Telephone	132.99
2708	Colorado River Water Users Assoc	Dues	5240 · Dues/Registration	60.00
2709	Remington Square	June rent	5395 · Rent	407.34
2709	Remington Square	April utilities	5392 · Utilities	85.89
2710	Xcel Energy	March	5392 · Utilities	37.09
2711	Pioneer Machine & Tool	May Outside janitorial	5396 · Janitorial	40.00
2712	Tammy S. Keenan	May inside janitorial	5396 · Janitorial	40.00
2713	Urman Company, The	Employee June Ins.	5222 · Medical Insurance--Emp	334.38
2713	Urman Company, The	Family June Ins.	5223 · Medical Insurance Dep	435.84
2714	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2714	Alpine Bank	Employee medical	2205-FICA/MED/FWT Payable	33.55
2714	Alpine Bank	Company medical	2205-FICA/MED/FWT Payable	33.55
2714	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	143.47
2714	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	143.47
2715	Maddock, Janet E	2750.00-435.84 (ins.)=2314.16	5221 · Salary	2,314.16
2715	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2715	Maddock, Janet E		2205-FICA/MED/FWT Payable	-700.00
2715	Maddock, Janet E		2205-FICA/MED/FWT Payable	-143.47
2715	Maddock, Janet E		2205-FICA/MED/FWT Payable	-33.55
2715	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2716	Leavenworth & Karp, P.C.	CRWCD, CBM Wells, Resume, Brd Mtg	5280 · Legal	1,827.01
2716	Void			
2718	Grand River Consulting Corp.	Board Meeting	5260 · Engineer	270.00
2718	Grand River Consulting Corp.	Advanced costs	5260 · Engineer	205.00
2718	Grand River Consulting Corp.	Report Prep, Site Investig, Mtg w/Div.	5260 · Engineer	1,022.50

West Divide Water Conservancy District-General Fund  
 Bills to be Paid  
 May 19, 2005

2719	Postmaster	Postage	5300 · Postage/Box Rent/Etc.	70.00
2720	Postmaster	P. O. Box 203 annual rent	5300 · Postage/Box Rent/Etc.	38.00
2721	Samuel B. Potter	Jan-April	5020 · Director Fees	400.00
2721	Samuel B. Potter	Jan-April	5230 · Directors' Expenses	28.80
2722	Kelly Couey	Jan-April	5020 · Director Fees	400.00
2722	Kelly Couey	Jan-April	5230 · Directors' Expenses	27.36
2723	LaVerne Starbuck	Jan-April	5020 · Director Fees	400.00
2723	LaVerne Starbuck	Jan-April	5230 · Directors' Expenses	39.60
2724	Bruce E. Wampler	Jan-April	5020 · Director Fees	400.00
2724	Bruce E. Wampler	Jan-April	5230 · Directors' Expenses	86.40
2725	Robert Zanella	Jan-April	5020 · Director Fees	400.00
2725	Robert Zanella	Jan-April	5230 · Directors' Expenses	77.76

10,298.11

West Divide Water Conservancy District-General Stored Water  
 Bills to be Paid  
 May 19, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1534	Grand River Consulting Corp.	02CW281, electronic records water rights acctg., meeting	7030 · Engineering	2,290.00
1535	Leavenworth & Karp, P.C.	Alsbury Reservoir	7045 · Legal	24.00
1535	Leavenworth & Karp, P.C.	Contracts	7045 · Legal	96.00
1535	Leavenworth & Karp, P.C.	02CW123	7045 · Legal	135.00
1535	Leavenworth & Karp, P.C.	02CW281	7045 · Legal	120.00
1535	Leavenworth & Karp, P.C.	Crystal River	7045 · Legal	300.00
1535	Leavenworth & Karp, P.C.	Central City	7045 · Legal	2.85
1535	Leavenworth & Karp, P.C.	Silt Mesa	7045 · Legal	24.00
1536	BasePoint Design Corporation	Inundation maping	7080 - Capital Outlay--Alsbury	2,410.00
1537	CRWCD	Wolford Contract for 10 af	7080 · Capital Outlay--Alsbury	<u>9,250.00</u>
				<u>14,651.85</u>

West Divide Water Conservancy District-Fourmile Creek  
 Bills to be Paid  
 May 19, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1390	Grand River Consulting Corp.	94CW344 Aug Plan	8030 · Engineering	180.00
1391	Leavenworth & Karp, P.C.	Opposition	8050 · Legal	228.00
1391	Leavenworth & Karp, P.C.	Aug Plan	8050 - Legal	540.00
1392	GSWEF	Correction	1200 - Accounts Receivable	<u>250.00</u>
				<u>1,198.00</u>

**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**RESOLUTION 05-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST DIVIDE WATER CONSERVANCY DISTRICT (HEREIN "WEST DIVIDE") APPROVING THE WATER SUPPLY CONTRACT WITH THE COLORADO RIVER WATER CONSERVATION DISTRICT (HEREIN "RIVER DISTRICT")**

WHEREAS, the River District is the owner and operator of the Wolford Mountain Reservoir Project located on the Muddy Creek drainage near Kremmling, Colorado; and

WHEREAS, the River District provides replacement water from Ruedi and Green Mountain Reservoirs; and

WHEREAS, the River District's Board of Directors has adopted a Water Marketing Policy, as revised on July 21, 2004, to provide for the use of water available from the River District's sources of supply pursuant to contracts; and

WHEREAS, West Divide has reviewed that Water Marketing Policy and the attached Water Supply Contract and is satisfied, based on its review and investigations, that West Divide legally and physically can make use for its intended purposes the contracted water which is the subject of the Water Supply Contract.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District that:

1. The West Divide Board of Directors has been briefed by staff on said Water Supply Contract and has reviewed the Contract as necessary; and
2. West Divide desires to enter into said Water Supply Contract with the River District; (Contract attached as Exhibit A and incorporated herein by this reference);
3. Upon execution of said Contract, West Divide shall pay to the River District \$9,250 being \$900 for each acre foot of contracted water plus \$25 for each acre foot of contracted water, which represents Project Operation and Maintenance ("O&M"). Therefore, on or

before each April 1 during the term of said contract, West Divide shall pay the River district the O&M amount, as it may be adjusted, for the next upcoming project year.

READ, APPROVED, AND ADOPTED this 19th day of May, 2005

SIGNED:



Samuel B. Potter, President

ATTEST:



Robert J. Zanella, Secretary

## WATER SUPPLY CONTRACT

This Contract is made between the COLORADO RIVER WATER CONSERVATION DISTRICT (herein the "River District"), a political subdivision of the State of Colorado acting by and through its Colorado River Water Projects Enterprise, and WEST DIVIDE WATER CONSERVANCY DISTRICT (herein "Contractor") effective as of the date of the River District's execution hereof indicated below.

### RECITALS

A. The River District is authorized to contract to deliver water for beneficial use from River District water projects pursuant to provisions of C.R.S. § 37-46-101, *et seq.* (herein "River District Organic Act").

B. The River District is the owner and operator of the Wolford Mountain Reservoir Project located on the Muddy Creek drainage near Kremmling, Colorado, having obtained necessary decrees from the District Court in and for Colorado Water Division No. 5 (herein "Water Court") and permits from governmental agencies, and the River District is entitled to deliveries of water from Ruedi Reservoir under its Contracts with the U.S. Bureau of Reclamation.

C. The River District's Board of Directors has adopted a Water Marketing Policy, as revised on July 21, 2004, to provide for the use of water available from the River District's sources of supply pursuant to contracts, and that Water Marketing Policy is to be implemented through the River District's Water Projects Enterprise.

D. Contractor has a need for wholesale water supply, demonstrated in its submittals to the River District pursuant to the Water Marketing Policy's contracting process, in the amount of 10 acre feet annually for municipal/industrial purposes which beneficial uses will be accomplished by Contractor generally in the vicinity of Garfield County, Colorado, by surface water diversions from the Colorado River drainage and within the Roaring Fork River drainage, which is a tributary to the Colorado River.

E. Contractor has reviewed the Water Marketing Policy and is aware of the "Hydrology Assumptions" which are part of that Policy and is satisfied, based on its review and investigations, that Contractor legally and physically can make use for its intended purposes of the Contracted Water which is the subject of this Contract and that such use will comply with the Water Marketing Policy and the Project's permits and decrees.

### DEFINITIONS

In this Contract certain terms will have definitions as stated below:

Exhibit A

- The “River District” means the Colorado River Water Conservation District created and existing pursuant to the River District Organic Act defined in Recital A and acting by and through its Colorado River Water Projects Enterprise which is currently described and memorialized in the Resolution of the Colorado River Water Conservation District's Board of Directors dated January 17, 2001.
- The “Project” means the River District’s “Colorado River Supply” from (1) Wolford Mountain Reservoir, for which storage water right decrees were obtained by the River District in Cases No. 87CW283, 95CW281 and 98CW237 District Court for Colorado Water Division No. 5, and for which additional storage water right decrees may be obtained in the future by the River District in other cases; and (2) the River District’s contractual right to water deliveries from Ruedi Reservoir.
- “Agricultural” means the use of water for commercial production of agricultural crops and livestock and other uses consistent with any right decreed for irrigation purposes, which uses are made on a parcel of land of at least ten acres.
- “Municipal and Industrial” means the use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, including the use of water for purposes of producing or processing a non-agricultural product or service for sale, including without limitations, such uses as manufacturing, mining, milling, land reclamation, golf course irrigation, snowmaking, and non-hydroelectric power generation; and including the use of water for environmental mitigation purposes associated with such uses; but excepting the agricultural use of water defined herein.
- “Contracted Water” means the water which is the subject of this Contract which is to be released and delivered by the River District and used by Contractor. The Contracted Water is 10 acre feet of Colorado River Supply available during each Project Year during the term of this Contract, subject to the provisions hereof, for Contractor’s use without right of carryover of any amount not used in any Project Year.
- “Project Year” means a period of time from July 1 through and including the subsequent June 30.
- “Water Marketing Policy” means the River District's policy statement as revised and readopted July 21, 2004, and as the same may be amended in the future.
- “Project Hydrology Assumptions” or “Hydrology Assumptions” means the document attached as Appendix “A” to the Water Marketing Policy adopted on December 1, 1995.



AGREEMENTS

The foregoing Recitals and Definitions are incorporated herein as agreements between the River District and Contractor.

1. River District Water Delivery Obligations and Responsibilities.
  - a. Delivery. The River District will deliver the Contracted Water at the outlet works of the Contracted Water's sources of supply into the receiving natural streams in quantities provided herein. Unless otherwise agreed to by the River District's General Manager based upon written request of Contractor, the River District will make releases for Contractor, based upon Contractor's written schedule of anticipated demand, adjusted as necessary by the ongoing status of river administration vis-a-vis the priority status of Contractor's diversions, provided that the releases can be made within the operational limitations of the River District's project facilities as determined by the River District in its sole discretion. Contractor shall be solely responsible after delivery for the legal and physical delivery and use of the Contracted Water.
  - b. Delivery Contingencies. The River District's delivery of Contracted Water shall be subject to Contractor's payments pursuant to paragraph 3 below and the provisions for curtailment of deliveries in paragraph 5 below.
  - c. Water Measurements. The River District shall measure at the outlet works of the Contracted Water's sources of supply all Contracted Water delivered from the account of Contractor and shall notify the Division Engineer of Colorado Water Division No. 5 of the date, time and amount of Contracted Water released and delivered pursuant to this Contract. Copies of such records shall be provided to Contractor upon its request therefor.
  - d. Water Quality. The River District shall have no obligation to Contractor or any other person regarding and makes no warranties or representations to Contractor concerning the quality of Contracted Water delivered pursuant to this Contract by releases of raw water to natural streams.
  - e. Maintenance of Facilities. The River District shall use its best efforts to maintain in good working condition the water storage and release facilities of the Contracted Water.
  - f. Withholding of Delivery. The River District may withhold deliveries of Contracted Water in the event of Contractor's nonpayment for Contracted Water or any other breach of this Contract by Contractor. Such remedy shall not be the River District's exclusive remedy in the event of any such breach.

- g. Delivery from Primary or Alternate Sources. The River District will deliver the Contracted Water from the sources of Colorado River Supply described herein which will meet the Contractor's need to satisfy calls by senior water rights or the Contractor's physical need for any direct delivery of Contracted Water to Contractor's diversions. Subject to meeting those objectives, the River District reserves the right to provide all or any of the Contracted Water to Contractor from alternate reservoirs for Contractor's use, provided that the alternate sources are suitable to physically satisfy calls by senior water rights or Contractor's need for direct delivery. Any releases from alternate facilities shall not diminish the supply of Contracted Water.
2. Contractor's Water Use Obligations and Responsibilities.
- a. Scheduling of Use. Contractor has provided the River District a preliminary written schedule of its anticipated monthly demands for Contracted Water during the upcoming Project Year. The schedule provided by Contractor in its application for this Contract shall serve as the schedule to be used until it is modified in a written notice given by Contractor to the River District on or before June 1<sup>st</sup> annually, or as necessary in response to river administration of the Contractor's diversions. The schedule shall identify the volume of any Contracted Water anticipated by Contractor not to be needed by it during any particular Project Year. Contractor shall update said schedule periodically during the Project Year as conditions require and give the River District written notice of all such revisions.
  - b. Carriage Losses. Contractor shall bear carriage losses in such amount as is determined by the Division Engineer for Colorado Water Division No. 5, from the point of delivery of Contracted Water to Contractor's point(s) of use and/or exchange or augmentation.
  - c. Use Per Contract and Law. Contractor's use of Contracted Water shall in all instances be in accordance with the terms of this Contract and the Water Marketing Policy and in accordance with Colorado law concerning water rights and water use and all decrees related to the Contracted Water. Contractor is not authorized to apply for or secure any change in the water rights for or associated with any of the sources of supply of the Contracted Water.
  - d. Legal Approvals. Contractor shall at its sole expense adjudicate a plan or plans for augmentation or exchange and/or secure administrative approvals of any temporary substitute supply plans which are needed for Contractor to use its Contracted Water. Any such plans shall identify Wolford Mountain Reservoir and Ruedi Reservoir as the sources of supply. Contractor already has filed such an application in Water Court, Water Division No. 5, Case Nos. 02CW123 and 02CW281. If necessary,

Contractor shall amend the application to identify both of the River District's sources of supply. If Contractor intends to make any such additional applications for any augmentation or exchange plan(s) or substitute supply plan(s), Contractor shall submit the proposed application to the River District within a reasonable time before Contractor proposes to file such application. The River District shall review for written approval such applications before they are submitted or filed, and the River District's approval shall not be unreasonably withheld. The River District may in its discretion become a co-applicant in the prosecution of any such applications for the purpose of protecting its water rights and related policies. Contractor shall cause to be included in any final decree of the Water Court a provision conditioning Contractor's use of the Contracted Water on the existence of a River District contract.

- e. Limitation on Disposition. Contractor shall not sublet, sell, donate, loan, assign or otherwise dispose of any of its rights to this Contract or to Contracted Water without written notice to and the prior written approval of the River District and the of a transfer fee at the prevailing rate set forth in the Water Marketing Policy. The River District's approval of such disposition shall be granted in all instances in which the Contractor is transferring the water system which supplies the Contracted Water, or a permanent transfer of the Contract is to be made to a successor in interest of Contractor by reason of the transfer of the title or other legal right to use the property served by the Contracted Water, or where the transfer is made to an entity such as a homeowners' association or special district created to serve the property originally represented to the River District to be served with the Contracted Water.
- f. Contractor's Water Rates. Contractor may charge its water customers who are supplied with Contracted Water such rates and charges as are permitted by Colorado law.
- g. Nondiscrimination. Contractor shall not discriminate in the availability of or charges for any water service or water supply made available pursuant to or based upon the Contracted Water on account of race, color, religion, or national origin or any other criteria prohibited under state or federal law.
- h. Accounting of Use. Contractor shall maintain an accounting of its use of all water used or supplied by Contractor on form(s) acceptable to the River District specifically for the purpose of enabling the River District to prove the use of River District Project water rights and to administer and operate the Project and water right decrees and/or administrative approvals related to Contractor's use of Contracted Water. Contractor shall submit its accounting forms and records to the River District promptly upon request and shall assist the River District as it may reasonably request in presenting and/or verifying such evidence of use in court or before administrative agencies by testimony of Contractor or its authorized and informed officers or agents.

- i. Contractor shall consult with the Army Corp of Engineers to ensure compliance with Section 404 of the Clean Water Act as the result of the construction of any facilities necessary to use the Contracted Water.
  
3. Contractor's Payments. Upon execution of this Contract, Contractor shall pay to the River District \$9,250.00 being \$900.00 for each acre foot of Contracted Water plus \$25.00 for each acre foot of Contracted Water, which amount represents Project Operation and Maintenance ("O&M"). Thereafter, on or before each April 1<sup>st</sup> during the term of this Contract, Contractor shall pay the River District the O&M amount, as it may be adjusted as provided below, for the next upcoming Project Year. The annual O&M payment of Contractor shall be adjusted on April 1, 2008, and every five (5) years thereafter based on the cumulative change in the Boulder-Denver Consumer Price Index ("All Items"). It is understood that the River District's delivery obligation shall become effective on July 1, 2005.
  
4. Contract Term.
  - a. Subject to the provisions of paragraph 6 below, the initial term of this Contract shall be for a period of up to forty (40) years from the date of the execution of this Contract.
  
  - b. Upon the completion of the initial term and subject to the provisions of paragraph 6 below, Contractor shall have the right to renew this Contract for a secondary term of thirty-five (35) years, which shall commence upon the expiration of the initial term. If Contractor desires to so renew this Contract, it shall provide the River District written notice of its intention to do so at least ninety (90) days prior to the expiration of the initial term of this Contract. Thereafter, and prior to the expiration of the initial term, the River District and Contractor shall execute a supplemental agreement of renewal in a form mutually acceptable to the River District and Contractor. If such notice of intention to renew is not provided and such supplemental agreement is not executed, no renewal term shall commence.
  
  - c. Upon renewal, the following terms of this Contract shall be subject to renegotiation:
    - i. The charge for and adjustment of operation and maintenance may be increased or modified based upon the adequacy of the charge and its modification under this Contract to cover the River District's operation and maintenance costs actually experienced during the initial term.
  
    - ii. The need or appropriateness of any conservation plan concerning Contractor's use of Contracted Water as determined by the River District.

5. Water Shortage. In the event that the River District is unable, because of either legal or physical reasons, to deliver any or all of the full amount of water contracted from the Project, including the Contracted Water, the River District reserves the right to apportion the Project's available water among its several contractors, including Contractor, in the manner provided in Section 6 of the Water Marketing Policy.
  
6. Contract Termination.
  - a. Termination by River District.
    - i. The River District may terminate this Contract for any violation or breach of the terms of this Contract by Contractor, including Contractor's failure to pay timely any sum or amount due under this Contract within thirty (30) days after receiving written notice from the River District of such breach.
    - ii. The River District also may terminate this Contract if, in its discretion any judicial or administrative proceedings initiated by Contractor as contemplated in subparagraph 2.d above, threaten the River District's authority to contract for delivery of Project Water or the River District's water rights, permits, or other interests associated with the Project.
    - iii. The River District may terminate this Contract if its legal ability to deliver Contracted Water is materially impaired or is eliminated because of the termination or adverse modification of permits, decrees or other authorizations which are needed to deliver the Contracted Water.
  - b. Termination by Contractor:
    - i. Contractor may terminate this Contract in its entirety for any reason by giving the River District at least thirty (30) days advance notice prior to the due date of Contractor's next annual payment.
    - ii. Every fifth year after the year in which this Contract is executed, Contractor may partially terminate this Contract as to the amount of Contracted Water by giving the River District at least thirty (30) days advance notice prior to the due date of Contractor's next annual payment. Partial termination by Contractor shall not exceed more than fifty percent (50%) of the amount of Contracted Water which is then under contract.
    - iii. Within thirty (30) days of final approval of the Water Court application contemplated by paragraph 2.d, Contractor may by written notice to the River District partially terminate this Contract as to the amount of Contracted Water which is not needed under that approval.

- c. Notice of Termination to Affected Officials. The River District will notify the Division Engineer and any other appropriate governmental officials of any full or partial contract termination except for any partial termination under subparagraph 6.b(iii).

7. Miscellaneous/Standard Provisions.

a. Notices.

- i. All notices required or appropriate under or pursuant to this Contract shall be given in writing mailed or delivered to the parties at the following addresses:

River District:

Colorado River Water Conservation District  
P. O. Box 1120  
201 Centennial Street, Suite 200  
Glenwood Springs, Colorado 81602  
Attention: Secretary / General Manager  
Phone: (970) 945-8522  
Fax: (970) 945-8799

Contractor:

West Divide Water Conservancy District  
Attention: President  
P. O. Box 1478  
Rifle, CO 81650  
Phone: (970) 625-5461

with copy to:

Edward B. Olszewski, Esq.  
Olszewski & Massih, P.C.  
214 8<sup>th</sup> Street, Suite 210  
P. O. Box 916  
Glenwood Springs, CO 81602  
Phone: (970) 928-9100

- ii. Either party may, by written notice given in accordance with this provision, change the address to which notices to it shall be mailed or delivered.

- b. Amendments. No amendment, modification, or novation of this contract or its provisions and implementation shall be effective unless documented in writing which is approved and executed by both parties with the same formality as they have approved and executed this Contract.

COLORADO RIVER WATER CONSERVATION  
DISTRICT acting by and through its Colorado River  
Water Projects Enterprise

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen M. Mathis, President

ATTEST:

\_\_\_\_\_  
Richard Eric Kuhn, Secretary

WEST DIVIDE WATER CONSERVANCY  
DISTRICT

By: \_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Robert J. Zanella  
Secretary

VERIFICATION

STATE OF COLORADO   )  
                                      ) ss.  
COUNTY OF GARFIELD  )

The foregoing Water Supply Contract was subscribed and sworn to before me by Stephen M. Mathis as President of the Colorado River Water Conservation District, acting by and through its Colorado River Water Projects Enterprise this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO   )  
                                      ) ss.  
COUNTY OF GARFIELD  )

The foregoing Water Supply Contract was subscribed and sworn to before me by Richard Eric Kuhn as Secretary of the Colorado River Water Conservation District, acting by and through its Colorado River Water Projects Enterprise this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal. My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO   )  
                                      ) ss.  
COUNTY OF Garfield   )

The foregoing Water Supply Contract was subscribed and sworn to before me by Samuel B. Potter as President, and Robert J. Zanella, as secretary of the West Divide Water Conservancy District this 19 day of May, 2005.

Witness my hand and official seal. My Commission Expires: 12-23-07

Janet Maddock  
Notary Public



**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Thursday, June 16, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of May 19, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
4. Water Allotment Contracts
5. Exchange of Water Rights
6. Dedication of Water Rights to District
7. Alsbury Leased Water
8. Silt Mesa Interconnect
9. Water Resources's Report
10. Hydrologist's Report
11. Attorney's Report
12. Adjourn

**NEXT MEETING IS JULY 21**

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** June 16, 2005

**Time:** 9:00 a.m

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/ mailing address
1. Janet Maddock	
2. Bob Zanella	
3. Ed Oszewski	
4. Kerry Sundeen	
5. Bruce Wampler	
6. Judy Sappington	DWR
7. Robert Starkman	(please)
8. J. J. Miller	
9. Bruce Mills	
10. Kelly Conroy	Rode with Bubbles
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

June 16, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney  
Bruce Mills, CPA

#### **Directors and Staff Absent**

None

#### **Guests**

Judy Sappington, DWR

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:00 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the May 19, 2005, meeting be approved as received; Bruce E. Wampler seconded; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** Bruce E. Wampler moved the attached list of bills be paid; Robert J. Zanella seconded; motion carried.

**Financial Statements:** LaVerne Starbuck moved the April 2005, Financial Statements as prepared by Bruce Mills, P.C. be accepted; Robert J. Zanella seconded; motion carried.

\$200,000 to be transferred from the General Stored Water Enterprise Fund to CSAFE's General Stored Water Account. Check No. 1543 written and approved for the transfer.

**PayPal:** Bruce E. Wampler provided information on the PayPal procedure for receiving payments via credit cards. General consensus was to go with this method as it is cheaper than going through the bank to accept credit cards.

### WATER CONTRACTS

**Jeffrey W. and Laurel J. Sabo:** Robert J. Zanella moved approval of this assignment from Carol A. Henson, Cheryl Nathan, and Ralland S. Stevens, 2 af domestic, Area B Crystal River, 99CW320 Aug Plan; seconded by Bruce E. Wampler; motion carried.

**John Tessadri Trust:** Robert J. Zanella moved approval of this Fourmile 1 af domestic application/contract; seconded by Bruce E. Wampler; motion carried.

**Sunlight, Inc.:** Robert J. Zanella moved approval of this Fourmile 20 af commercial application/contract; seconded by Bruce E. Wampler; motion carried.

**Gregory J. and Anne Tamburello:** Robert J. Zanella moved approval of this 1 af domestic application/contract contingent upon well sharing agreement, if necessary; seconded by Bruce E. Wampler; motion carried.

**Marty and Kelly Carter:** Kelly Couey moved approval of this 1 EQR (.4 af) Alsbury Domestic Area B application/contract (decreed aug plan in place) ; seconded by LaVerne Starbuck; motion carried.

**Robert Regulski:** Robert J. Zanella moved approval of this subdivision application/contract for a year around water supply in the amount of 16.17 af instead of the requested 9.8 af; seconded by Bruce E. Wampler; motion carried.

**LaFarge West, Inc.;** Robert J. Zanella moved approval of this 36.34 af commercial application/contract, Area B contractor aug plan; seconded by Kelly Couey; motion carried.

### DEDICATION OF WATER RIGHTS TO DISTRICT

Discussed asking those wishing to petition into the district boundaries (inclusion process) if they have water rights they wish to transfer to the District in lieu of fee. Counsel and hydrologist to prepare a few proposals for the next meeting.

### ALSBURY LEASED WATER

Executed contracts to be completed by Frank Daley, Eric Wahl, and Ron Rogers.

Discussed with the share holders on the Ward Reynolds, Mineota, and Louis Reynolds ditches moving West Divide water through their ditches, bringing Alsbury water from top and Ruedi from the bottom to increase our service area. Counsel and hydrologist to prepare a few proposals for the next meeting.

### SILT MESA INTER-CONNECT

President and counsel reported on the status. Directors requested time frame and map be sent to them.

WATER RESOURCES'S REPORT

Received report from Judy Sappington. She was also soliciting for scholarship funds. LaVerne Starbuck moved to give the Division of Water Resources \$500 toward the scholarship for a student to go into the water/environmental field; seconded by Robert J. Zanella; motion carried.

HYDROLOGIST'S REPORT

Robert J. Zanella moved to approve a one year contract with the Division of Colorado Parks and Outdoor Recreation for 15 shares of Farmers' Irrigation Company Water to be pumped out of Rifle Gap; seconded by Bruce E. Wampler; motion carried.

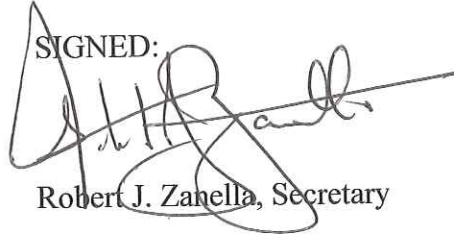
ATTORNEY'S REPORT

Received counsel's written report.

ADJOURN

Meeting adjourned at 11:35 a.m.

SIGNED:



Robert J. Zanella, Secretary

ATTEST:



Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
 Bills to be Paid  
 June 16, 2005

Num	Name	Memo	Account	Amount
2726	Pioneer Machine & Tool	June Outside janitorial	5396 · Janitorial	40.00
2727	Computer Support and Sales	Computer repair	5100 · Office Supplies	135.00
2728	Janet Maddock	June Inside	5396 · Janitorial	40.00
2728	Janet Maddock	Postage	5300 · Postage/Box Rent/Etc.	10.23
2728	Janet Maddock	Supplies	5100 · Office Supplies	41.01
2729	Postmaster	Postage	5300 · Postage/Box Rent/Etc.	60.00
2730	Qwest	May	5390 · Telephone	136.12
2731	Remington Square	June rent	5395 · Rent	407.34
2731	Remington Square	May utilities	5392 · Utilities	143.54
2732	Xcel Energy	April	5392 · Utilities	35.55
2733	Sopris Surfers LLC	5/12-8/12 DSL	5393 · Internet	42.00
2734	Urman Company, The	Employee July Ins.	5222 · Medical Ins--Employee	334.38
2734	Urman Company, The	Family July Ins.	5223 · Medical Ins --Dependent	435.84
2741	Maddock, Janet E	2750.00-435.84 (ins) =2314.16	5221 · Salary	2,314.16
2741	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2741	Maddock, Janet E		2205-FICA/MED/FWT Payable	-700.00
2741	Maddock, Janet E		5225 · Payroll Taxes	-143.47
2741	Maddock, Janet E		2205-FICA/MED/FWT Payable	-33.55
2741	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2735	Alpine Bank	84-0976632	2205-FICA/MED/FWT Payable	1,054.04
2736	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2736	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2737	Grand River Consulting Corp.	Board Meeting	5260 · Engineer	315.00
2737	Grand River Consulting Corp.	Advanced costs	5260 · Engineer	115.00
2738	Olszewski & Massih, P.C.	Resume, Brd Mtg.	5280 · Legal	552.00
2738	Olszewski & Massih, P.C.	Central City	5280 · Legal	180.00
2738	Olszewski & Massih, P.C.	Intrastate compact	5280 · Legal	48.00
2738	Olszewski & Massih, P.C.	EnCana Opposition	5280 · Legal	159.60
2738	Olszewski & Massih, P.C.	Mileage	5280 · Legal	16.64
2738	Olszewski & Massih, P.C.	EnCana Filing Fee	5280 · Legal	70.00
2739	Leavenworth & Karp, P.C.	General	5280 · Legal	394.19
2739	Leavenworth & Karp, P.C.	Legislation	5280 · Legal	36.00
2739	Leavenworth & Karp, P.C.	Central City	5280 · Legal	36.00
2740	void			
2742	Jean's Printing	Electronic form for minutes	5100 - Office Supplies	554.06
2743	void			
2744	Postmaster	Annual rent P. O. Box 1478	5300 - Postage/box rent/ etc.	68.00
				<u>6,791.10</u>

West Divide Water Conservancy District-General Stored Water  
 Custom Transaction Detail Report  
 June 16, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1538	Colorado Mountain News Media	Advertising for Alsbury	7046 · Legal Publications/filing fees	125.09
1539	Bureau of Reclamation	Green Mountain	7075 · USBR (Ruedi & Green Mtn.)	4,250.00
1540	Grand River Consulting Corp.	Contractee Adm	7030 · Engineering	90.00
1540	Grand River Consulting Corp.	Water Rights Acctg & Adm	7030 · Engineering	450.00
1540	Grand River Consulting Corp.	02CW281	7030 · Engineering	900.00
1540	Grand River Consulting Corp.	Alsbury	7030 · Engineering	630.00
1540	Grand River Consulting Corp.	Silt Mesa Interconnect	7030 · Engineering	1,760.00
1541	Olszewski & Massih, P.C.	CRWCD	7045 · Legal	24.00
1541	Olszewski & Massih, P.C.	Alsbury	7045 · Legal	108.00
1541	Olszewski & Massih, P.C.	Contracts	7045 · Legal	36.00
1541	Olszewski & Massih, P.C.	02CW123	7045 · Legal	144.00
1541	Olszewski & Massih, P.C.	Silt Mesa Interconnect	7045 · Legal	792.00
1541	Olszewski & Massih, P.C.	Marshall Opposition	7045 · Legal	144.00
1541	Olszewski & Massih, P.C.	Mileage	7045 · Legal	16.64
1542	Leavenworth & Karp, P.C.	CRWCD	7045 · Legal	48.00
12	Leavenworth & Karp, P.C.	Alsbury	7045 · Legal	252.00
1542	Leavenworth & Karp, P.C.	Contracts	7045 · Legal	72.00
1542	Leavenworth & Karp, P.C.	02CW123	7045 · Legal	154.50
1542	Leavenworth & Karp, P.C.	02CW281	7045 · Legal	143.96
1542	Leavenworth & Karp, P.C.	Marshall	7045 - Legal	60.00
1543	CSAFE	Transfer of Funds	1576 - CSAFE Fund	<u>200,000.00</u>
				<u>210,200.19</u>

West Divide Water Conservancy District-Fourmile Creek  
 Bills to be Paid  
 June 16, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1393	Olszewski & Massih, P.C.	General	8050 · Legal	180.00
1393	Olszewski & Massih, P.C.	Sunlight Inn Opposition	8050 · Legal	96.00
1393	Olszewski & Massih, P.C.	Zilm Dispute	8050 · Legal	96.00
1394	Grand River Consulting Corp.	94CW344	8030 · Engineering	360.00
1394	Grand River Consulting Corp.	02CW225	8030 · Engineering	270.00
1395	Leavenworth & Karp, P.C.	Opposition	8050 · Legal	61.45
1395	Leavenworth & Karp, P.C.	Aug Plan	8050 · Legal	246.11
				<u>1,309.56</u>

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

MEETING NOTICE

WHAT: Board of Directors Meeting

WHERE: West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

WHEN: Thursday, July 21, 2005

TIME: 9:00 a.m.

AGENDA

1. Call to Order
2. Minutes of June 16, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
  - c. Audit Extension
4. Silt Interconnect
  - a. Update
  - b. Grant Execution
  - c. IGA Execution
5. Water Allotment Contracts
6. Dedication of Water Rights to District
7. Alsbury Reservoir
  - a. Leased Water
  - b. Ward Reynolds, Louis Reynolds and Mineota Ditches
8. Water Resources's Report
9. Hydrologist's Report
10. Attorney's Report
11. Adjourn

NEXT MEETING IS AUGUST 18, 2005



**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** July 21, 2005  
**Time:** 9:00 a.m.  
**Place:** District Office  
 109 West Fourth Street  
 Rifle, Colorado

Name	Company/mailing address
1. Janet Maddock	
2. <i>[Signature]</i>	
3. Bob Zanella	
4. Kerry Sundeck	
5. Ed Olszewski	
6. Jim Lemon	BWR
7. Mike Miles	DWR
8. Bruce Wampler	
9. Kelly Coney	Rode with Bubbles
10. Loretta Starbuck	
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

JULY 21, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney

#### **Guests**

Jim Lemon, DWR  
Mike Mello, DWR

#### **Directors and Staff Absent**

Bruce Mills, CPA

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:10 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the June 16, 2005, meeting be approved as received; Bruce E. Wampler seconded; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** Robert J. Zanella moved the attached list of bills be paid; Bruce E. Wampler seconded; motion carried.

**Financial Statements:** LaVerne Starbuck moved the May 2005, Financial Statements as prepared by Bruce Mills, P.C. be accepted; Kelly Couey seconded; motion carried.

**Audit Extension:** Bruce E. Wampler moved execution of the 2004 Audit Extension; seconded by LaVerne Starbuck; motion carried.

#### SILT INTERCONNECT

President Potter updated the directors on the negotiations with the Silt Water Conservancy District and The Farmers' Irrigation Company. A special meeting to approve the Agreement for Joint Project was scheduled for August 2, 2:00 p.m.

WATER CONTRACTS

**William and Stephanie Paolucci** assignment to **Becky D. Warner**: Robert J. Zanella moved approval of this assignment, 1 af domestic; seconded by Kelly Couey; motion carried.

**Glenn L. and Starla S. Spaulding** assignment to **Michael and Stephanie Hinkley**: Robert J. Zanella moved approval of this assignment, 1 af domestic; seconded by Kelly Couey; motion carried.

**Troy and Suzanne Shirley** assignment to **Daniel S. and Sheryl A. Larsen**: Robert J. Zanella moved approval of this assignment, 1 af domestic; seconded by Kelly Couey; motion carried.

**Garfield County Road and Bridge**: Robert J. Zanella moved approval of this application/contract for direct hauling 1 af, Fourmile; seconded by Kelly Couey; motion carried.

**Springridge at Glenwood Springs Development Corp.** : Robert J. Zanella moved approval of this application/contract for direct hauling 4 af, Fourmile; seconded by Kelly Couey; roll call vote: Samuel B. Potter – yes; Kelly Couey – yes; LaVerne Starbuck – yes; Robert J. Zanella – yes; Bruce E. Wampler – abstain. The water will be pumped out of the ditch that serves Direct Wampler’s neighborhood. Motion carried.

**Thom and Camille Toler**: Robert J. Zanella moved to approve this amendment of contract for 1 af, commercial; seconded by Bruce E. Wampler; motion carried.

DEDICATION OF WATER RIGHTS TO DISTRICT

Counsel and Hydrologist advised that it would be very difficult to facilitate with the <sup>contract</sup> application. It will be monitored on a case by case basis.

ALSBURY RESERVOIR

Kelly Couey moved to increase the contract for Ron Rogers from 40 af to 50 af since Eric Wahl declined to lease the 10 af he originally requested; seconded by LaVerne Starbuck; motion carried.

Kit and Geoff from BasePoint Design Corp. will be asked to come to the next meeting and present their findings and recommendations.

WATER RESOURCES’S REPORT

Welcomed Commissioner Mike Mello.

HYDROLOGIST’S REPORT

Nothing additional to report.

ATTORNEY’S REPORT

Received counsel’s written report.

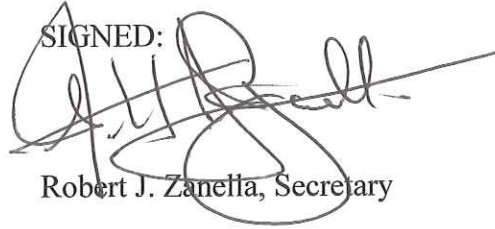
HOUSE BILL 05-1177

This bill provides a process designed to build state-wide answers to on-going drought conditions and competing water needs through roundtable discussions. Robert J. Zanella moved to nominate Samuel B. Potter and Edward B. Olszewski to serve as West Divide's representatives; seconded by LaVerne Starbuck; motion carried.

ADJOURN

Meeting adjourned at 11:20 a.m.

SIGNED:

A handwritten signature in black ink, appearing to read 'R. Zanella', written over a horizontal line.

Robert J. Zanella, Secretary

ATTEST:

A handwritten signature in purple ink, appearing to read 'Samuel B. Potter', written over a horizontal line.

Samuel B. Potter, President



West Divide Water Conservancy District-General Fund  
Bills to be Paid  
July 21, 2005

Num	Name	Memo	Account	Amount
2745	Qwest	June	5390 · Telephone	138.55
2746	Olszewski & Massih, P.C.	Report/brd. mtg.	5280 · Legal	672.00
2746	Olszewski & Massih, P.C.	General	4150 · Lease-Alsbury Project	196.64
2747	Pioneer Machine & Tool	July outside janitorial	5396 · Janitorial	40.00
2747	Pioneer Machine & Tool	July inside janitorial	5396 · Janitorial	40.00
2748	Xcel Energy	May	5392 · Utilities	40.97
2749	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	19.05
2750	Remington Square	Aug. rent	5395 · Rent	407.34
2750	Remington Square	June utilities	5392 · Utilities	59.74
2751	Viking Office Products	Office supplies	5100 · Office Supplies	743.15
2752	Urman Company, The	Employee Aug. Ins.	5222 · Med Insurance--Employee	334.38
2752	Urman Company, The	Family Aug. Ins.	5223 · Med Insurance Dependent	435.84
2753	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2753	Alpine Bank	Employee Medicare	2205-FICA/MED/FWT Payable	33.55
2753	Alpine Bank	Company Medicare	2205-FICA/MED/FWT Payable	33.55
2753	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	143.47
2753	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	143.47
2754	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2754	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2755	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	25.40
2756	Colorado Water Officials Association	Scholarship donation	5240 · Dues/Registration	500.00
2757	Grand River Consulting Corp.	Board Meeting	5260 · Engineer	250.00
2758	Colorado Department of Revenue	03-91472	2210-Colorado With. Payable	525.00
2759	Maddock, Janet E	\$2750-\$435.84 (ins.)=\$2314.16	5221 · Salary	2,314.16
2759	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2759	Maddock, Janet E		2205-FICA/MED/FWT Payable	-700.00
2759	Maddock, Janet E		2205-FICA/MED/FWT Payable	-143.47
2759	Maddock, Janet E		2205-FICA/MED/FWT Payable	-33.55
2759	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2760	Colorado State Treasurer	Second qtr Unemployment Tax	5226 · Unemployment Tax	20.83

6,834.49



West Divide Water Conservancy District-General Stored Water  
Bills to be Paid  
July 21, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1544	BasePoint Design Corporation	Inundation mapping	7080 · Capital Outlay--Alsbury	4,510.00
1545	Olszewski & Massih, P.C.	CRWCD	7045 · Legal	24.00
1545	Olszewski & Massih, P.C.	Alsbury	7045 · Legal	876.00
1545	Olszewski & Massih, P.C.	Contracts	7045 · Legal	84.00
1545	Olszewski & Massih, P.C.	02CW123	7045 · Legal	252.00
1545	Olszewski & Massih, P.C.	Farmers Irrigation	7045 · Legal	348.00
1545	Olszewski & Massih, P.C.	Crystal River	7045 · Legal	36.00
1545	Olszewski & Massih, P.C.	Central City	7045 · Legal	264.00
1545	Olszewski & Massih, P.C.	Silt Mesa	7045 · Legal	1,842.56
1546	Garfield County Clerk and Recorder	Memorandums	7070 · Memorandum Recording Fees	26.00
1547	Leavenworth & Karp, P.C.	02CW123	7045 · Legal	40.32
1548	Grand River Consulting Corp.	02CW281	7030 · Engineering	360.00
1548	Grand River Consulting Corp.	Water Right Accounting	7030 · Engineering	180.00
1548	Grand River Consulting Corp.	Alsbury	7030 · Engineering	1,850.00
1548	Grand River Consulting Corp.	Silt Interconnect	7030 · Engineering	3,247.50
				13,940.38

West Divide Water Conservancy District-Fourmile Creek  
Bills to be Paid  
July 21, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1396	Olszewski & Massih, P.C.	Opposition	8050 · Legal	432.00
1397	Leavenworth & Karp, P.C.	Opposition	8050 · Legal	97.00
1398	Grand River Consulting Corp.	02CW225	8030 · Engineering	270.00
				799.00

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** August 2, 2005

**Time:** 9:00 a.m

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/mailing address
1. Janet Maddock	
2. Bob Zangla	
3. <i>[Signature]</i>	
4. Adlene Stuchlik	diane
5. Kelly Conroy	we drove separately
6. Kerry Sundeen	
7. Ed Kzewski	
8.	
9.	
10.	
11.	
12.	
13.	
14.	

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**SPECIAL MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Tuesday, August 2, 2005

**TIME:** 2:00 p.m.

**AGENDA**

1. Call to Order
2. Execution of Silt Interconnect Agreements
3. Adjourn

Directors:

Ed will email the IGA to you as soon as it is finalized so you can review prior to the meeting. Those without email will receive their copy in the mail. There may be a time element here, but we will try to get it to you in time to review.

I will be out of the office Friday and Monday.

Janet



**WEST DIVIDE WATER CONSERVANCY DISTRICT  
MINUTES OF SPECIAL BOARD OF DIRECTORS MEETING**

**AUGUST 2, 2005**

**ATTENDANCE ROSTER**

**Directors & Staff Present**

Samuel B. Potter, President  
Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney

**Directors and Staff Absent**

Bruce E. Wampler, Director  
Bruce Mills, CPA

**Guests**

None

**CALL TO ORDER**

The special Board of Directors meeting was called to order at 2:08 p.m. by President Samuel B. Potter.

**AGREEMENT FOR JOINT PROJECT**

President Potter updated the Directors on the negotiations with the Silt Water Conservancy District and The Farmers' Irrigation Company. Counsel presented the latest version of the Agreement. Revisions were made.

Robert J. Zanella moved to execute the Agreement for Joint Project, version 8.1.05 (3); seconded by Kelly Couey; roll call vote: Samuel B. Potter – yes, Robert J. Zanella – yes, LaVerne Starbuck – yes, Kelly Couey – yes, Bruce E. Wampler – absent. Motion carried.

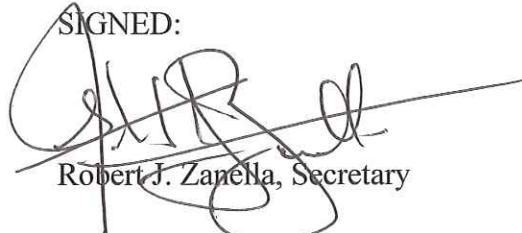
**BUREAU OF RECLAMATION GRANT AGREEMENT**

Robert J. Zanella moved to execute the Assistance Agreement with the U. S. Department of Interior in the amount of \$201,898, No. 05-FC-40-2407; seconded by Kelly Couey; roll call vote: Samuel B. Potter – yes, Robert J. Zanella – yes, LaVerne Starbuck – yes, Kelly Couey – yes, Bruce E. Wampler – absent. Motion carried.



ATTEST:

SIGNED:



Robert J. Zanella, Secretary

Samuel B. Potter, President

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** Thursday, August 18, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of July 21, 2005, meeting
3. Minutes of August 2, 2005, meeting
4. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
5. Water Allotment Contracts
6. Alsbury Reservoir
  - a. Permit
  - b. Report from Basepoint Design
7. Silt Interconnect
8. Referenda C & D
9. Water Resources's Report
10. Hydrologist's Report
11. Attorney's Report
12. Adjourn

**NEXT MEETING IS SEPTEMBER 15**

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** August 18, 2005

**Time:** 9:00 a.m

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/mailling address
1. Janet Maddock	
2. Bob Zanella	
3. [Signature]	
4. Jim Ramsey	DWR
5. Kerry Sundeen	
6. Ed Oszewski	
7. Lubene Strubick	
8. Kelly Conroy	Rode with bubbles
9. Geoff Taylor	Base Point Design
10.	
11.	
12.	
13.	
14.	

**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**MINUTES OF BOARD OF DIRECTORS MEETING  
AUGUST 18, 2005**

**ATTENDANCE ROSTER**

**Directors & Staff Present**

Samuel B. Potter, President  
Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney

**Directors and Staff Absent**

Bruce E. Wampler, Director  
Bruce Mills, CPA

**Guests**

Jim Lemon, DWR  
Geoff Taylor, BasePoint Design Corp.

CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:10 a.m. by President Samuel B. Potter.

MINUTES

Robert J. Zanella moved the minutes of the July 21, 2005, meeting be approved with the following corrections; LaVerne Starbuck seconded; motion carried.

WATER CONTRACTS

*Springridge at Glenwood Springs Development Corp.:* . . . . . The water will be pumped out of the ditch that serves **Director** Wampler's neighborhood.

DEDICATION OF WATER RIGHTS TO DISTRICT

Counsel and Hydrologist advised that it would be very difficult to facilitate with the **contract** application.

Robert J. Zanella moved the minutes of the August 2, 2005, meeting be approved as received; LaVerne Starbuck seconded; motion carried.

FINANCE REPORT

**Bills to be Paid:** Robert J. Zanella moved the attached list of bills be paid; LaVerne Starbuck seconded; motion carried.

**Financial Statements:** LaVerne Starbuck moved the June 2005, Financial Statements as prepared by Bruce Mills, P.C. be accepted; Robert J. Zanella seconded; motion carried.

WATER CONTRACTS

**Andrea Peabody and Mario Tarin** assignment from **Joseph Albert Wells:** Robert J. Zanella moved approval, 1 af domestic; seconded by Kelly Couey; motion carried.

**Leslie Kancilia:** Robert J. Zanella moved approval of this 1 af commercial application/contract; seconded by Kelly Couey; motion carried.

**Harry Colborn:** Robert J. Zanella moved approval of this 1 af domestic application/contract; seconded by Kelly Couey; motion carried. Need to verify if applicant has a contractor aug plan or if applicant is using West Divide's aug plan.

**Don and Janice Nisbet:** Robert J. Zanella moved approval of this 2.18 af domestic application/contract; seconded by Kelly Couey; motion carried. Applicant is filing a contractor aug plan. It is not necessary as they can easily be in West Divide's aug plan. Counsel will provide language to so inform applicant.

Directed counsel to draft a letter to be sent to the law firms with new attorneys briefly educating them about West Divide's augmentation program, i.e. redundancy, and accounting and administration problems of unnecessary contractor aug plans.

ALSBURY RESERVOIR

Geoff Taylor, representing BasePoint Design Corporation, presented an oral report on the studies regarding seepage control and inundation mapping.

Authorized BasePoint Design Corporation to proceed to final design of the filter and the inundation map and preliminary design to raise the dam and widen the spillway.

SILT INTERCONNECT

Robert J. Zanella moved to ratify the Agreement for Joint Project, with the following added paragraph: seconded by LaVerne Starbuck:

*West Divide shall not exercise its power of eminent domain within the boundaries of the Silt Water Conservancy District without the prior written approval of Silt.*

Roll call vote: Samuel B. Potter – yes; Robert J. Zanella – yes; Kelly Couey – yes; Bruce E. Wampler– yes; LaVerne Starbuck – yes. The motion carried.

The Request for Proposals to bid the project will be noticed approximately August 29 with the opening of bids prior to the next meeting.

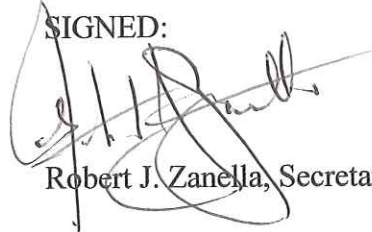
REFERENDA C & D  
Discussion. No action.

WATER RESOURCES'S REPORT  
Nothing additional.

HYDROLOGIST'S REPORT  
Department of Corrections may want West Divide to broker a contract for them similar to what we did with Colorado Parks and Recreation.

ATTORNEY'S REPORT  
No written report this month. The Fourmile Application for change of Water Rights using the Fourmile Canal and Siphon has been filed.

ADJOURN  
Meeting adjourned at 11:50 a.m.

SIGNED:  
  
Robert J. Zanella, Secretary

ATTEST:  
  
Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
 Bills to be Paid  
 August 18, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
2761	Xcel Energy	June	5392 · Utilities	36.91
2762	Viking Office Products	Office supplies	5100 · Office Supplies	109.98
2763	Remington Square	September rent	5395 · Rent	407.34
2763	Remington Square	July utilities	5392 · Utilities	127.50
2764	Postmaster	Postage	5300 · Postage/Box Rent/Etc.	75.00
2765	Qwest	July	5390 · Telephone	131.20
2766	Urman Company, The	Employee Sept. Ins.	5222 · Medical Insurance--Employee	12.93
2766	Urman Company, The	Family Sept. Ins.	5223 · Medical Insurance Dependent	16.17
2767	Jean's Printing	paper	5100 · Office Supplies	22.96
2768	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	25.40
2769	Olszewski & Massih, P.C.	Mtg & preparation, etc.	5280 · Legal	928.64
2770	Grand River Consulting Corp.	Board Meeting. etc.	5260 · Engineer	477.50
2771	Pioneer Machine & Tool	August outside janitoriall	5396 · Janitorial	40.00
2771	Pioneer Machine & Tool	August inside janitorial	5396 · Janitorial	40.00
2772	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2772	Alpine Bank	Employee medical	2205-FICA/MED/FWT Payable	39.67
2772	Alpine Bank	Company medical	2205-FICA/MED/FWT Payable	39.67
2772	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	169.54
2772	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	169.54
2773	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2773	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2774	void			
2775	Maddock, Janet E	2750.00-16.17=2733.83	5221 · Salary	2,733.83
2775	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2775	Maddock, Janet E		2205-FICA/MED/FWT Payable	-700.00
2775	Maddock, Janet E		2205-FICA/MED/FWT Payable	-169.54
2775	Maddock, Janet E		2205-FICA/MED/FWT Payable	-39.67
2775	Maddock, Janet E		2210-Colorado With. Payable	-175.00
				<u>5,288.99</u>

*Ins. Holiday*

*Ins. Holiday*

West Divide Water Conservancy District-General Stored Water  
Bills to be Paid  
August 18, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1549	void			
1550	void			
1551	void			
1552	void			
1553	void			
1554	Olszewski & Massih, P.C.	Review resume	7045 · Legal	144.00
1554	Olszewski & Massih, P.C.	Alsbury	7045 · Legal	456.00
1554	Olszewski & Massih, P.C.	Contracts	7045 · Legal	120.00
1554	Olszewski & Massih, P.C.	02CW123	7045 · Legal	144.00
1554	Olszewski & Massih, P.C.	Misc.	7045 · Legal	132.00
1554	Olszewski & Massih, P.C.	Silt Interconnect	7045 · Legal	3,300.00
1554	Olszewski & Massih, P.C.	Adv. costs	7045 · Legal	100.29
1555	Grand River Consulting Corp.	Alsbury	7030 · Engineering	1,040.00
1555	Grand River Consulting Corp.	Database, Contractee Adm.	7030 · Engineering	2,092.50
1555	Grand River Consulting Corp.	Silt Interconnect	7030 · Engineering	3,590.00
1556	BasePoint Design Corporation	Inundation mapping	7080 · Capital Outlay--Alsbury	3,620.60
1557	Garfield County Clerk & Recorder	Memorandums	7070 · Memorandum Recording Fees	61.00
1558	Grand River Institute	Cultural Survey	8003 - Silt Interconnect Cultural Survey	1,300.00
1559	Land Title Guarantee Company	Over payment on Peabody/Tarin	1200 - Accounts Receivable	105.00
				<u>16,205.39</u>

West Divide Water Conservancy District-Fourmile Creek  
Bills to be Paid  
August 18, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
99	Grand River Consulting Corp.	Water Rights App.	8030 · Engineering	1,360.00
1400	Olszewski & Massih, P.C.	Opposition	8050 · Legal	864.00
				<u>2,224.00</u>



**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** September 15, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of August 18, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements (unavailable)
4. 2004 Audit Presentation
5. Opening of Silt Interconnect Bids . . . . . 10:00 a.m.
6. Silt Mesa/Area B . . . . . 10:30 a.m.
7. Execution of CRWCD Grant Contract
8. Building Lease
9. Water Resources's Report
10. Hydrologist's Report
11. Attorney's Report
12. Adjourn

**NEXT MEETING IS OCTOBER 20, 2005**

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** September 15, 2005

**Time:** 9:00 a.m.

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/mailling address
1. Janet Maddock	
2. Bob Zanella	
3. Robert Starbuck	1/2 Kelly 1/2 me indelco
4. Jean Benson	DWR
5. Bruce Wampler	
6. Kerry Sundeby	
7. Janet Wolf	Marc L. Whitman, CPA
8. <del>Janet Wolf</del>	
9. Ed Olaszowski	
10. Paul Bagley	
11. John J. Juell	Silt Water
12. Bill West	SILT Water
13. Norm Hunt	Silt Water
14. Hugh Glassier	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

September 15, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney

#### **Directors and Staff Absent**

Kelly Couey, Vice President  
Bruce Mills, CPA

#### **Guests**

Jim Lemon, DWR  
Janet Wolf, CPA  
Paul Bagley  
Mr. and Mrs. Hugh Glassier  
John S. Jewell, SWCD  
Bill West, SWCD  
Norm Hunt, SWCD

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:00 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the August 18, 2005, meeting be approved as received; Bruce E. Wampler seconded; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** Robert J. Zanella moved the attached list of bills be paid; Bruce E. Wampler seconded; motion carried.

#### **Financial Statements:**

Unavailable

#### 2004 AUDIT PRESENTATION

Janet Wolf from Marc L. Whitman, CPA, presented the 2004 annual audit.

Bruce E. Wampler moved execution of the letter to the auditor regarding West Divide's representations and disclosures, upon review by the District's accountant; seconded by Robert J. Zanella; motion carried.

Robert J. Zanella moved acceptance of the 2004 audit as presented; seconded by LaVerne Starbuck; motion carried.

### OPENING OF SILT INTERCONNECT BIDS

As published in the Post Independent, the bids for construction of a water delivery system to connect the Silt Pump Canal of the Silt Project with the West Lateral of the Farmers Irrigation Canal were publicly opened at 10:00 a.m.

The only bid in the amount of \$216,700.00 was received from Roger L. Chelewski, Chelewski Pipe & Supply, Inc.

Meeting scheduled for September 19, 9:00 a.m., with Roger to discuss his bid and how to move forward to construction. Contingencies to construction would be the Warren Act Carriage Contract and easement agreements.

### SILT MESA/AREA A/B

*Paul Bagley was in attendance requesting information about the Silt Mesa Area A/B line. Mr. Bagley sold property to Mr. and Mrs. Hugh Glassiers that carried a West Divide contract. The well permit lapsed and cannot be renewed because of the change in the A/B line. Counsel was directed to draft a letter to Dwight Whitehead, Colorado Division of Water Resources, requesting a temporary household only permit be issued for this property (and two adjoining parcels still owned by Mr. Bagley) and then automatically expanded into domestic permits at the time the Silt Mesa Temporary Substitute Supply Plan is given State approval. (Mr. and Mrs. Glassier later came to the meeting and were briefly filled in as to the earlier discussion.)*

There are 10-15 contracts in this area that if their permits lapse would be in the same situation. Staff was directed to notify these contractees of the situation and urge them to keep their permits current.

### ALSBURY RESERVOIR

Received from Basepoint Design Corporation the final Inundation Study Report and two draft proposals: One proposal for final design of downstream filter berm *in the amount of \$22,186* and one proposal for a feasibility study to enlarge the spillway capacity *in the amount of \$12,686*. Kerry Sundeen stated he believed we should pursue the filter now; the spillway is not so pressing. The "final regulations" regarding the spillway could be adopted some time this winter.

LaVerne Starbuck moved to accept and implement the Downstream Filter Berm Final Design *in the amount of \$22,186* as submitted by BasePoint Design Corporation; seconded by Bruce E. Wampler; motion carried.

### WATER CONTRACTS

**Efrain P. and Rosalba Pizano** assignment from **Carl D. Murray**: Robert J. Zanella moved acceptance of this 1 af domestic assignment; seconded by Bruce E. Wampler; motion carried.

### EXECUTION OF CRWCD GRANT CONTRACT

Bruce E. Wampler moved adoption of Resolution 05-04 (attached) accepting the \$30,000 grant from the Colorado River Water Conservation District and execution of the contract; seconded by Robert

J. Zanella; roll call vote: Samuel B. Potter – yes; Robert J. Zanella – yes; Kelly Couey – absent; LaVerne Starbuck – yes, Bruce E. Wampler-- yes. The motion carried.

BUILDING LEASE

The office lease has increased one dollar per square feet, annually, from \$407.24 to \$458.25.

Robert J. Zanella moved execution of the 2005 Remington Square Business Lease; seconded by Bruce E. Wampler; motion carried.

COLORADO DIVISION OF WATER RESOURCES REPORT

No additional information.

HYDROLOGIST'S REPORT

The Colorado Department of Corrections (DOC) has a leaky reservoir. DOC is interested in some of West Divide's Farmers' Irrigation Company water. DOC was directed to write a letter stating its interest and need. At that point a contract can be drawn up as the DOC need does not fit the standard contract.

ATTORNEY'S REPORT

Received written report from counsel.

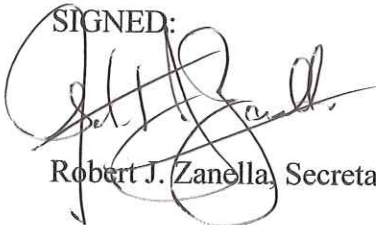
HOUSE BILL 1177 ROUNDTABLES

Received notification from the Department of Natural Resources that West Divide is not entitled to a representative to the Gunnison roundtable as previously indicated. Edward B. Olszewski was West Divide's representative to this roundtable; Samuel B. Potter was the representative for the Colorado roundtable. Citing other commitments, Sam deferred his position on the Colorado roundtable to Ed.

ADJOURN

Meeting was adjourned at 11:30 a.m.

SIGNED:



Robert J. Zanella, Secretary


ATTEST:



Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
 Custom Transaction Detail Report  
 September 15, 2005

Num	Name	Memo	Account	Amount
2776	Pioneer Machine & Tool	September outside janitorial	5396 · Janitorial	40.00
	Pioneer Machine & Tool	September inside janitorial	5396 · Janitorial	40.00
2777	Qwest	August	5390 · Telephone	130.59
2778	Sopris Surfers LLC	8/12-11/12 DSL	5393. · Internet	42.00
2779	Xcel Energy	July	5392 · Utilities	36.45
2780	Urman Company, The	Employee Oct. Ins.	5222 · Medical Insurance--Employee	342.57
	Urman Company, The	Family Oct. Ins.	5223 · Medical Insurance Dependent	445.99
2781	Viking Office Products	Copy paper	5100 · Office Supplies	144.88
2782	Pioneer Machine & Tool	Map and furniture assembly	5100 · Office Supplies	543.11
2783	Remington Square	October rent	5395 · Rent	458.25
	Remington Square	October utilities	5392 · Utilities	44.87
2784	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
	Alpine Bank	Employee Medical	2205-FICA/MED/FWT Payable	33.40
	Alpine Bank	Company Medical	2205-FICA/MED/FWT Payable	33.40
	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	142.85
	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	142.85
2785	Northwestern Mutual Life Ins. Co.	1451628	2227 · Simple IRA Payable	69.42
	Northwestern Mutual Life Ins. Co.	1451628	2227 · Simple IRA Payable	833.00
2786	Olszewski & Massih, P.C.	Mtg & preparation, etc.	5280 · Legal	760.64
2787	Maddock, Janet E	2750.00-445.99=2304.01	5221 · Salary	2,304.01
	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
	Maddock, Janet E		2205-FICA/MED/FWT Payable	-876.25
	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2788	Grand River Consulting Corp.	Board Meeting. etc.	5260 · Engineer	340.00
2789	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	32.75

  
5,776.78

West Divide Water Conservancy District-General Stored Water  
 Bills to be Paid  
 September 15, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1560	Colorado Mountain News Media	Bid for Silt Interconnect	7046 · Legal Publications/filing fees	30.53
1561	Olszewski & Massih, P.C.	Resume, Area A, misc.	7045 · Legal	552.00
1561	Olszewski & Massih, P.C.	Area A	7045 · Legal	168.00
1561	Olszewski & Massih, P.C.	Alsbury	7045 · Legal	60.00
1561	Olszewski & Massih, P.C.	Contracts	7045 · Legal	264.00
1561	Olszewski & Massih, P.C.	02CW113	7045 · Legal	468.00
1561	Olszewski & Massih, P.C.	Crystal River Aug Source	7045 · Legal	96.00
1561	Olszewski & Massih, P.C.	Central City	7045 · Legal	132.00
1561	Olszewski & Massih, P.C.	Silt Mesa Interconnect	7045 · Legal	1,644.00
1561	Olszewski & Massih, P.C.	EnCana Opposition	7045 · Legal	84.00
1561	Olszewski & Massih, P.C.	Mileage	7045 · Legal	16.64
1562	Grand River Consulting Corp.	Silt Mesa Interconnect	7030 · Engineering	4,075.00
1562	Grand River Consulting Corp.	02CW281	7030 · Engineering	990.00
1562	Grand River Consulting Corp.	GIS/Autocad	7030 · Engineering	720.00
1562	Grand River Consulting Corp.	Water Right Acctg. & Adm.	7030 · Engineering	360.00
				<u>9,660.17</u>

West Divide Water Conservancy District-Fourmile Creek  
 Custom Transaction Detail Report  
 September 15, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1401	Olszewski & Massih, P.C.	Opposition	8050 · Legal	196.00
1401	Olszewski & Massih, P.C.	Fourmile Water Plan	8050 · Legal	768.00
1402	Grand River Consulting Corp.	GIS/Autocad	8030 · Engineering	852.00
1402	Grand River Consulting Corp.	Water Right Application	8030 · Engineering	990.50
				<u>2,806.50</u>

**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**RESOLUTION 05-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST DIVIDE WATER CONSERVANCY DISTRICT APPROVING COLORADO RIVER WATER CONSERVATION DISTRICT GRANT**

WHEREAS, the West Divide Water Conservancy District (hereinafter "District" ) and the Silt Water Conservancy District have entered into an Intergovernmental Agreement dated January 25, 2001, and recorded at Book 1230, Page 93, of the records of Garfield County, Colorado, under which the two districts have agreed to cooperate in providing water to certain customers of the District whose properties are located within the Silt Water Conservancy District; and

WHEREAS, the District has been working cooperatively with the Silt Water Conservancy District to development a water project to serve the water needs of the two districts' constituents in the Silt Mesa and surrounding areas; and

WHEREAS, the Colorado River Water Conservation District (hereinafter "River District") is providing grant funding for worthy water projects that fulfill the River District's mission of "conservation, use, and development of the water resources of the Colorado River and its principal tributaries;"


NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District that:

1. The District Board of Directors has been briefed by staff on the River District Grant Contract, has reviewed the Grant Contract as necessary, and supports and approves the Grant Contract attached as Exhibit A and incorporated by this reference; and
2. The District will work with River District to meet established deadlines for receiving the grant funds.

READ AND ADOPTED this 15th day of September 2005, by the Board of Directors of the West Divide Water Conservancy District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By:

  
\_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

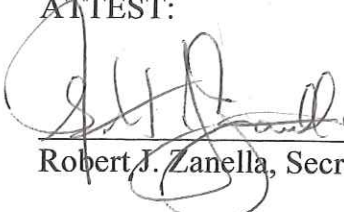
  
\_\_\_\_\_  
Robert J. Zanella, Secretary



Exhibit A to  
Resolution 05-04

CG05021

## GRANT CONTRACT

This Grant Contract is made and entered into by and between the COLORADO RIVER WATER CONSERVATION DISTRICT (herein "River District") and WEST DIVIDE WATER CONSERVANCY DISTRICT (herein "Grantee") effective as of the date of the River District's execution hereof.

### RECITALS

- A. The River District is charged by its organic statute, C.R.S. §37-46-101, *et seq.*, with securing and insuring adequate water supplies, both present and future, for beneficial uses within the River District's boundaries.
- B. The River District has adopted a policy and related criteria, most recently revised October 17, 2001, for providing financial assistance to persons such as Grantee (the "Policy").
- C. Grantee proposes to complete the project described in Exhibit A attached hereto (the "Project") and has made application to the River District for financial assistance pursuant to and in compliance with the River District's Policy.
- D. The Project is consistent with the River District's statutory mission.
- E. The River District has reviewed the Project pursuant to its Policy and desires to assist with the funding of the Project subject to the terms and conditions of this Contract, and Grantee desires to receive such financial assistance from the River District as provided herein.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises agreed to herein, the parties agree as set forth below.

- I. River District's Financial Grant.
  - A. Within thirty (30) days after Grantee complies with subparagraph 4.D below by providing the River District with the required certificates of insurance, the River District will forward to Grantee \$15,000.00, which constitutes fifty percent (50%) of the grant amount of \$30,000.00 approved by the River District Board of Directors.
  - B. Within sixty (60) days after Grantee has submitted a completed "Request for Final Payment" form, in compliance with subparagraph 3.A. below, the River District will forward to Grantee the remaining grant amount. The remaining grant amount may be less than fifty percent (50%) of the total grant amount approved by the River District Board of Directors if the documented final cost of the Project is less than the original cost estimate (see subparagraph 1.C below).

- C. The total grant amount shall be equal to the amount allowed by the River District's Grant Policy based on the documented final cost of the Project, or \$30,000.00 as approved by the River District's Board, whichever is less.
  - D. If necessary, the River District will issue Grantee a 1099 form for each year in which grant funds are distributed pursuant to this Contract. Grantee is and shall be solely liable and responsible for any federal and state taxes applicable to this Contract and any grant funds received hereunder. Grantee shall indemnify the River District for any liability resulting from non-payment of such taxes.
2. Grantee's Project Plan and Use of Grant Money. The money granted by the River District to Grantee shall be used only for the Project as described herein and in Exhibit A.
- A. The total cost of the Project is estimated by Grantee at \$406,871.00 as documented in the Project budget supportive of Grantee's application.
  - B. The estimated date for commencement of construction of the Project is October 15, 2005. The estimated date for the completion of the Project is July 30, 2006.
3. Final Payment and Repayment of River District Grant.
- A. Within sixty (60) days after completion of the Project, Grantee shall submit to the River District a completed "Request for Final Payment" form, which is attached hereto as Exhibit B. Timely submission shall be required for final payment pursuant to subparagraph 1.B above.
  - B. If completion of the Project is interrupted or delayed beyond the estimated completion date stated in subparagraph 2.B above, Grantee shall notify the River District on or before September 27, 2006 (*i.e.*, within sixty (60) days after the estimated completion date stated in subparagraph 2.B above) and request a Contract Amendment to extend the estimated completion date.
  - C. Grantee shall not be eligible for final payment if the River District does not receive either a completed Request for Final Payment form, or a request for a Contract Amendment to extend the estimated completion date, on or before September 27, 2006.
  - D. Grantee shall repay the full amount of any grant funds received if construction of the Project is not commenced on or before January 14, 2006 (*i.e.*, within ninety (90) days after the estimated commencement date stated in subparagraph 2.B above).

4. Grantee's Additional Responsibilities and Liabilities.

- A. Grantee shall be responsible for making all contracts and assuring the acquisition of all interests in property or other rights and all permits or other governmental approvals needed to complete the Project.
- B. Grantee shall be responsible for the acts, errors and omissions of itself and its employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Project and for the acts, errors and omissions of the Project's facility owners and users. Grantee agrees to indemnify, hold harmless, and defend the River District and its directors, officers, employees, agents, and attorneys for the actions, errors and omissions of Grantee and Grantee's employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in the performance of this Contract and for the acts, errors and omissions of the Project's facility owners and users. The parties recognize that the River District is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- C. At its sole cost Grantee or its contractor(s) shall purchase and maintain in effect through Project completion insurance which will protect it and the River District from claims which may arise out of, result from or be related to Grantee's performance of the work on the Project, whether such performance be by itself or by anyone directly or indirectly retained or employed by any of Grantee or by anyone for whose acts, errors, or omissions any of them may be liable. Such insurances required herein shall be written for limits of liability as follows:
  - i. Commercial General Liability:
    - (1) Bodily Injury and Property Damage:  
\$1,000,000 each occurrence/\$1,000,000 aggregate
    - (2) Personal Injury:  
\$1,000,000 each occurrence/\$1,000,000 aggregate
  - ii. Commercial Automobile Liability:
    - (1) Bodily Injury & Property Damage:  
\$1,000,000 any one accident or loss
  - iii. Workers' Compensation and Employer's Liability:
    - (1) Workers' Compensation: Statutory
    - (2) Employer's Liability:
      - \$100,000 each accident
      - \$100,000 disease - each employee
      - \$500,000 disease - policy limit

- D. The Commercial General Liability and Commercial Automobile Liability policies required hereunder shall include the River District named as additional insured. Grantee shall supply the River District with a certificate of each form of insurance required herein within thirty (30) days of the effective date of this Contract. The certificates of insurance shall evidence that the premium has been paid and contain a valid provision or endorsement that the policies may not be canceled, terminated, changed or modified without thirty (30) days written notice to the River District. Each certificate of insurance **must** reference the contract number assigned to this Agreement (CG05021).
- E. Grantee warrants performance of this Contract and the completion of all work required for the Project. Grantee and any persons working on its behalf shall at all times comply with all applicable local, state, and federal laws and regulations. Not by way of limitation of the foregoing, it is specifically agreed that neither Grantee nor any persons working on its behalf on the Project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability, or religion.

5. Authorized Representatives.

- A. The River District designates Gail Guentzel, Administrative Assistant, and Kirstin M. Gillespie, Staff Attorney, whose address, telephone number and fax number for notices and communications are: P. O. Box 1120, Glenwood Springs, Colorado 81602, (970) 945-8522, Fax (970) 945-8799, as its representatives to act for the River District in connection with this Contract.
- B. Grantee designates Samuel B. Potter, whose address, telephone number and fax number for notices and communications are: West Divide Water Conservancy District, 109 West 4th Street, Rifle, Colorado 81650, phone: (970) 625-5461, fax: (970) 625-2796, as its representative to act for Grantee in connection with this Contract.

6. Miscellaneous.

- A. Assignment. The Contract involves the grant of public money for public purposes. Consequently, this Contract shall not be assigned by Grantee without the River District's prior written approval, which may be withheld in the River District's sole discretion.
- B. Binding Effect. This Contract shall be immediately binding upon both parties and their respective successors, if any.
- C. No Partnership, Joint Venture or Third Party Beneficiaries. This Contract is not intended to and does not create any partnership, joint venture or similar relationship between the River District and Grantee or any other persons or entities. The

enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the River District and Grantee, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person or entity. It is the express intent of the parties to this Contract that any person or entity receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

- D. Additional Limitations on the River District's Responsibilities. The River District's involvement with the Project's construction and operation shall be limited to payment of the above sum in the form of a grant to Grantee. The River District shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.
- E. Remedies. If Grantee is in breach or default of any obligation under this Contract, the River District may give Grantee written notice of such breach or default. Upon receipt of such notice, within thirty (30) days Grantee shall both cure such breach or default and provide the River District evidence of such cure. If Grantee fails to cure any such breach or default within thirty (30) days, the River District may terminate this Contract and Grantee shall be required to promptly repay to the River District the full amount of any grant funds received. In any action for breach or for enforcement of this Contract, the River District shall be entitled to recover its attorneys fees and litigation costs.
- F. Notices. All notices required or appropriate pursuant to this Contract shall be given in writing to the parties' designated representatives at the addresses stated in paragraph 5. Notices shall be deemed received upon hand delivery or three (3) days after first class mailing thereof with return receipt requested.
- G. Entire Agreement/Amendments. This Contract is the complete integrated understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment to this Contract shall have any force or effect unless stated in writing approved and executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Contract upon the terms, conditions and provisions stated herein.

**COLORADO RIVER WATER CONSERVATION  
DISTRICT**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen M. Mathis, President

ATTEST:

APPROVED AS TO FORM:

Richard E. Kuhn, Secretary/General Mgr.

Kirstin M. Gillespie, Staff Attorney

**WEST DIVIDE WATER CONSERVANCY DISTRICT**

By: 

Name: Samuel B. Potter

Title: 

ATTEST:



**COLORADO RIVER WATER CONSERVATION DISTRICT  
2005 Water Project Grant Program Application**

<b>Project Title:</b>	Development of New Water Supplies on Silt Mesa, Colorado		
<b>Project Sponsor:</b>	West Divide Water Conservancy District		
<b>Contact Name:</b>	Samuel B. Potter	<b>Address:</b>	109 W. 4 <sup>th</sup> St. Rifle, Colorado 81650
<b>Phone:</b>	(970)625-5461	<b>Fax:</b>	(970)625-2796
<b>Email:</b>	wdwcd@sopris.net		

**Name & Title of Person Authorized to execute Contract:**

<b>Is this a completed project? (Check One)</b>	<b>Yes:</b>	<b>No:</b>
		X

**If YES:**

**State Completion Date:**

**If NO:**

**Estimated Start Date:** 8/1/05      **Estimated Completion Date:** 7/30/06

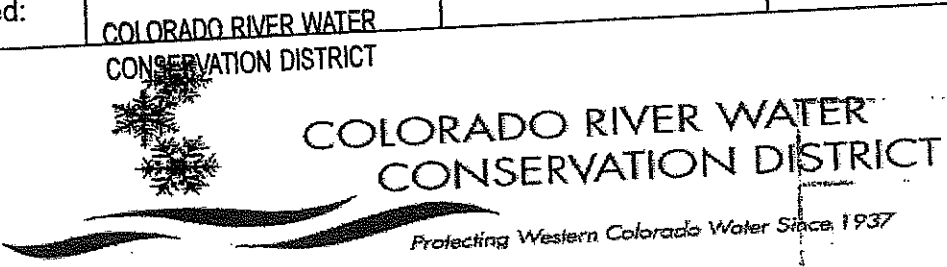
<b>Proposed Grant Amount:</b>	\$15,000	<b>Match Amount (All Sources):</b>	\$203,435
<b>Total Project Cost:</b>	\$406,871	<b>County(ies) Project located in:</b>	Garfield
<b>Basin: (Mark One)</b>	Gunnison	Colorado	<input checked="" type="checkbox"/> White
			Yampa
<b>Project Category:</b>	(See instruction sheet for list of categories)		
<b>Project Summary:</b>	(Attach additional pages if necessary)		

Please see attached Project Summary.

**RECEIVED**

**FOR CRWCD Use Only:**

<b>Date Received:</b>	JAN 27 2005	<b>Grant Contract No:</b>	CG05021
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**COLORADO RIVER WATER CONSERVATION DISTRICT**  
 2005 Water Project Large Grant Program

**REQUEST FOR FINAL PAYMENT**

<b>Grant Contract Number:</b>	CG05021		
<b>Grant Sponsor:</b> West Divide Water Conservancy District			
<b>Address:</b> Attn: Samuel B. Potter 109 West 4th Street, Rifle, CO 81650			
<b>Phone:</b> (970) 625-5641	<b>Fax:</b> (970) 625-2796	<b>Email:</b>	
<b>Est. Original Project Cost:</b>	\$406,871.00	<b>Total Grant Award Amount:</b>	\$
<b>Final Project Cost:</b>	\$		
<b>Actual Completion Date:</b>			
<b>Description of Final Project:</b> (Please include a narrative description of the project, an accounting of the final costs of the project, relevant photos, and any public relations information which may have been generated by the project).			
<i>I certify that the above listed costs are true and accurate and that the project has been completed as described above.</i>			
<b>Signature:</b> _____		<b>Date:</b> _____	
<i>Mail completed form within 60 days of project completion to:</i> Gail Guentzel, CRWCD, P.O. Box 1120, Glenwood Springs, CO 81602			
<b>FOR CRWCD Use Only:</b>		<b>Approved by:</b> _____	<b>Date:</b> _____
		<b>Date Check Issued:</b> _____	<b>Check Amount:</b> _____



**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org**

**MEETING NOTICE**

**WHAT:** Board of Directors Meeting

**WHERE:** West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

**WHEN:** WEDNESDAY, October 12, 2005

**TIME:** 9:00 a.m.

**AGENDA**

1. Call to Order
  2. Minutes of September 15, 2005, meeting
  3. Financial Report
    - a. Bills to be Paid
    - b. Financial Statements
  4. 2006 Budget --First Draft
  5. Rate Schedule + Resolution
  6. Joint Meeting with BWCD--November 18
  7. Water Allotment Contracts
  8. Silt Interconnect
    - a. Execution of Warren Act Carriage Contract
    - b. Execution of Construction Contract
    - c.
    - d.
  9. Water Resources's Report
  10. Hydrologist's Report
  11. Attorney's Report
  12. Adjourn
- 10:30  
Green mtn Reservoir  
Heeney Side Litigation  
Peter Fleming*

**NEXT MEETING IS NOVEMBER 17, 2005.**

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** October 12, 2005

**Time:** 9:00 a.m

**Place:** District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/ mailing address
1. Janet Maddock	
2. Bob Zanella	
3. Bruce Wampler	
4. SS Patton	
5. Mike Mills	DWR
6. Jim Simon	DWR
7. Kelly Coney	Rode with Bibbles
8. [Signature]	Roads Crest
9. [Signature]	
10. Peter Fleming	
11. Bruce Mills	
12. Ed Olszanski	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING OCTOBER 12, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
Kelly Couey, Vice President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney  
Bruce Mills, CPA

#### **Directors and Staff Absent**

None

#### **Guests**

Joe Rando  
Peter Fleming, CRWCD  
Jim Lemon, DWR  
Mike Mello, DWR

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:05 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the September 15, 2005, meeting be approved with the following corrections as indicated in italics: LaVerne Starbuck seconded; motion carried.

#### SILT MESA/AREA A/B

*Paul Bagley was in attendance requesting information about the Silt Mesa Area A/B line. Mr. Bagley sold property to Mr. and Mrs. Hugh Glassiers that carried a West Divide contract. The well permit lapsed and cannot be renewed because of the change in the A/B line. Counsel was directed to draft a letter to Dwight Whitehead, Colorado Division of Water Resources, requesting a temporary household only permit be issued for this property (and two adjoining parcels still owned by Mr. Bagley) and then automatically expanded into domestic permits at the time the Silt Mesa Temporary Substitute Supply Plan is given State approval. (Mr. and Mrs. Glassier later came to the meeting and were briefly filled in as to the earlier discussion.)*

#### ALSBURY RESERVOIR

Received from Basepoint Design Corporation the final Inundation Study Report and two draft proposals: One proposal for final design of downstream filter berm *in the amount of \$22,186* and one proposal for a feasibility study to enlarge the spillway capacity *in the*

*amount of \$12,686.* Kerry Sundeen stated he believed we should pursue the filter now; the spillway is not so pressing. The “final regulations” regarding the spillway could be adopted some time this winter.

LaVerne Starbuck moved to accept and implement the Downstream Filter Berm Final Design *in the amount of \$22,186* as submitted by BasePoint Design Corporation; seconded by Bruce E. Wampler; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** LaVerne Starbuck moved the attached list of bills be paid; Bruce E. Wampler seconded; motion carried.

**Financial Statements:** LaVerne Starbuck moved the August 2005, Financial Statements as prepared by Bruce Mills, P.C. be accepted; Robert J. Zanella seconded; motion carried.

#### 2006 PROPOSED BUDGET

Treasurer LaVerne Starbuck presented the first draft of the 2006 budget. There will be some significant changes to the in-house budget to track the Silt Interconnect project and associated grants, but the actual budget will not significantly change. The Treasurer presented the following wage and increase in hours for Janet Maddock:

- 1.2 percent CPI salary increase plus 7.0 percent merit increase--Total 8.2 percent
- Work week increase from 30 hours to 35 hours
- Total salary \$41,657

#### JOINT MEETING WITH BWCD

Joint dinner meeting scheduled for November 18.

#### 2006 Fee SCHEDULE

Kelly Couey moved to retain the current fee schedule for 2006; seconded by Bruce E. Wampler; motion carried.

Robert J. Zanella moved to adopt Resolution 05-08 setting the 2006 Water Allotment Contract Rates; seconded by LaVerne Starbuck; roll call: Bruce E. Wampler – yes; Kelly Couey – yes; LaVerne Starbuck – yes; Samuel B. Potter – yes; Robert J. Zanella – yes. Resolution duly adopted. (Copy of Resolution 05-08 attached.)

#### WATER CONTRACTS

**Richard Paul Doll and Victoria S. Kennedy Doll** assignment from **Robert R. and Charmane O. Graham:** Robert J. Zanella moved approval of this 1 af domestic assignment; seconded by Bruce E. Wampler; motion carried.

**Lafarge West, Inc.:** Robert J. Zanella moved to approve this amendment from 36.34 af to 21.1 af commercial; seconded by Kelly Couey; motion carried.

**Harry Naugle:** Robert J. Zanella moved approval of this 3.33 af commercial application/contract, effective January 1, 2006; seconded by Kelly Couey; motion carried.

**Linda Craig Sugar:** Kelly Couey moved approval of this 4.06 af domestic application/contract; seconded by Robert J. Zanella; motion carried.

**Springridge Place Homeowners Association:** Kelly Couey moved to table this Fourmile application/contract for 1 af domestic; seconded by LaVerne Starbuck; motion carried. Director Bruce Wampler who is a member of the Springridge Homeowners Association stated the homeowners association had not agreed to pay for this contract as it benefits only a few people. West Divide does not take contracts on one well in several individual names. This well is already in the other Springridge contract and Springridge's own aug plan. This contract would be in West Divide's aug plan. An amendment would be more appropriate.

**Department of Corrections:**

Received a letter requesting use of West Divide's Farmers' Irrigation Company shares. Referred to counsel.

SILT INTERCONNECT

**Warren Act Carriage Contract:** Robert J. Zanella moved adoption of Resolution 05-07 approving entering into a contract for the carriage of non-project irrigation water through the Silt Project facilities; seconded by Bruce E. Wampler; roll call: Bruce E. Wampler – yes; Kelly Couey – no; LaVerne Starbuck – yes; Samuel B. Potter – yes; Robert J. Zanella – yes. Resolution duly adopted. (Copy of Resolution 05-07 attached.)

**Construction Contracts:** Robert J. Zanella moved adoption of Resolution 05-06 approving entering into a contract for construction with Joe Rando; seconded by Bruce E. Wampler; roll call: Bruce E. Wampler – yes; Kelly Couey – yes; LaVerne Starbuck – yes; Samuel B. Potter – yes; Robert J. Zanella – yes. Resolution duly adopted. (Copy of Resolution 05-06 attached.)

Robert J. Zanella moved adoption of Resolution 05-05 approving entering into a contract for construction with Chelewski Pipe & Supply, Inc.; seconded by Bruce E. Wampler; roll call: Bruce E. Wampler – yes; Kelly Couey – yes; LaVerne Starbuck – yes; Samuel B. Potter – yes; Robert J. Zanella – yes. Resolution duly adopted. (Copy of Resolution 05-05 attached.)

GREEN MOUNTAIN RESERVOIR/HEENEY SLIDE LITIGATION

Peter Fleming, CRWCD, presented an update.

WATER RESOURCES'S REPORT

Nothing new to report.

HYDROLOGIST'S REPORT

Kerry Sundeen reported that Fred Frei has a West Divide contract for about 140 af which he could purchase substantially cheaper from the River District with an up-front payment. The Directors did not want to lose the contract and wished to discuss a means to address the situation.

ATTORNEY'S REPORT

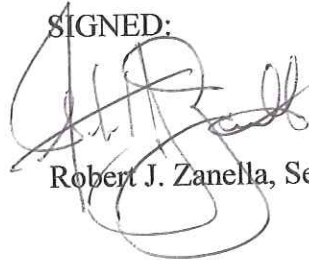
Received Counsel's written report.

The next meeting is scheduled for November 15.

ADJOURN

Meeting adjourned at 12:45 p.m.

SIGNED:

A handwritten signature in black ink, appearing to read "Robert J. Zanella", written over a circular stamp or seal.

Robert J. Zanella, Secretary

ATTEST:

A handwritten signature in blue ink, appearing to read "Samuel B. Potter".

Samuel B. Potter, President

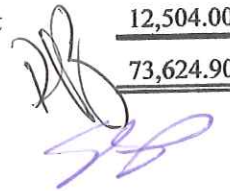
West Divide Water Conservancy District-General Fund  
 Custom Transaction Detail Report  
 October 12, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
2790	Pioneer Machine & Tool	October janitorial	5396 · Janitorial	80.00
2791	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2791	Alpine Bank	Employee medicare	2205-FICA/MED/FWT Payable	33.40
2791	Alpine Bank	Company medicare	2205-FICA/MED/FWT Payable	33.40
2791	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	142.85
2791	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	142.85
2792	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	13.70
2793	Janet Maddock	Office supplies	5100 · Office Supplies	22.70
2794	Qwest	September	5390 · Telephone	148.05
2795	Remington Square	October rent	5395 · Rent	458.25
2795	Remington Square	October utilities	5392 · Utilities	99.56
2796	Jean's Printing	paper	5100 · Office Supplies	4.04
2797	Urman Company, The	Employee Oct. Ins.	5222 · Medical Insurance--Employee	342.57
2797	Urman Company, The	Family Oct. Ins.	5223 · Medical Insurance Dependent	445.99
2798	Viking Office Products	Envelopes	5100 · Office Supplies	135.95
2799	Postmaster	Postage	5300 · Postage/Box Rent/Etc.	122.00
2800	Xcel Energy	August	5392 · Utilities	34.17
2801	Grand River Consulting Corp.	Board Meeting & mileage.	5260 · Engineer	295.00
2802	Olszewski & Massih, P.C.	Mtg & preparation, etc.	5280 · Legal	1,180.64
2803	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2803	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2804	Colorado Department of Revenue	03-91472	2210-Colorado With. Payable	525.00
2805	Maddock, Janet E	\$2750.00-\$445.99=\$2304.01	5221 · Salary	2,304.01
2805	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2805	Maddock, Janet E		2205-FICA/MED/FWT Payable	-876.25
2805	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2806	Colorado State Treasurer	Second qtr Unemployment Tax	5226 · Unemployment Tax	22.06
				<u>6,304.36</u>



West Divide Water Conservancy District-General Stored Water  
 Custom Transaction Detail Report  
 October 12, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1563	Grand River Consulting Corp.	Silt Mesa Interconnect	7030 · Engineering	1,535.00
1563	Grand River Consulting Corp.	Alsburly	7030 · Engineering	180.00
1563	Grand River Consulting Corp.	Database	7030 · Engineering	1,127.50
1563	Grand River Consulting Corp.	Water Right Acctg. & Adm.	7030 · Engineering	2,810.00
1564	Olszewski & Massih, P.C.	Contracts	7045 · Legal	156.00
1564	Olszewski & Massih, P.C.	92CW123	7045 · Legal	96.00
1564	Olszewski & Massih, P.C.	Silt Mesa Service Area	7045 · Legal	1,092.00
1564	Olszewski & Massih, P.C.	Misc.	7045 · Legal	228.00
1565	BasePoint Design Corporation	Inundation maping, filter design	7080 · Capital Outlay--Alsburly	7,443.00
1566	Garfield County Clerk and Recorder	Memorandums	7070 · Recording Fees	22.00
1567	United States Department of Interior	Carriage of non-project irrigation water	4800 · Silt Interconnect	1,881.40
1568	Chelewski Pipe & Supply, Inc.	30% down Silt Interconnect	4800 · Silt Interconnect	44,550.00
	Joe Rando	30% concrete	4800 · Silt Interconnect	12,504.00
				<u>73,624.90</u>



West Divide Water Conservancy District-Fourmile Creek  
 Custom Transaction Detail Report  
 October 12, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1403	Olszewski & Massih, P.C.	Opposition	8050 · Legal	96.00
1403	Olszewski & Massih, P.C.	Fourmile Water Plan	8050 · Legal	708.00
1404	Grand River Consulting Corp.	Aug Plan	8030 · Engineering	450.00
				<u>1,254.00</u>





**WEST DIVIDE WATER CONSERVANCY DISTRICT**


**RESOLUTION 05-08  
2006 WATER ALLOTMENT CONTRACT RATES**

WHEREAS, the Board of Directors of the West Divide Water Conservancy District sells augmentation/exchange water in Mesa, Pitkin, and Garfield counties;

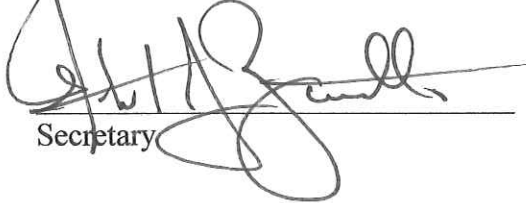
THEREFORE, the Board of Directors of the West Divide Water Conservancy District hereby adopts those certain water rates as outlined on Exhibit A, attached hereto, to be the effective rates for 2006.

APPROVED AND ADOPTED THE 12th day of October, 2005.

WEST DIVIDE WATER CONSERVANCY  
DISTRICT

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**RESOLUTION 05-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE WEST DIVIDE WATER CONSERVANCY DISTRICT  
APPROVING ENTERING INTO A CONTRACT AMONG  
THE UNITED STATES, THE SILT WATER CONSERVANCY DISTRICT  
AND THE WEST DIVIDE WATER CONSERVANCY DISTRICT  
FOR THE CARRIAGE OF NON-PROJECT IRRIGATION WATER  
THROUGH SILT PROJECT FACILITIES**

WHEREAS, the West Divide Water Conservancy District and the Silt Water Conservancy District plan to construct the Silt Pump and Pipeline/West Lateral Interconnect; and

WHEREAS, the United States holds an easement for the Silt Pump Canal and a portion of the location of the proposed Interconnecting Pipeline and Pumping Station, including appurtenant structures, will be located within the United States easement area; and

WHEREAS, the United States has constructed the Silt Project, hereinafter referred to as the Project; and

WHEREAS, West Divide desires to receive up to 2.0 CFS of non-project irrigation water diverted into, carried, and delivered through the Silt Pump Canal to the Silt Pump and Pipeline/West Lateral Interconnect.

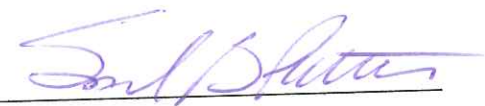
NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District that:

The Board of Directors has been briefed by staff on the Carriage of Non-Project Irrigation Water Contract, has reviewed the Contract as necessary, and supports and approves said Contract attached as Exhibit A and incorporated by this reference.

READ AND ADOPTED this 12th day of October 2005, by the Board of Directors of the West Divide Water Conservancy District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By: \_\_\_\_\_



Samuel B. Potter, President

ATTEST:



Robert J. Zanella, Secretary

Contract No. \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

SILT PROJECT, COLORADO

CONTRACT AMONG THE UNITED STATES,  
THE SILT WATER CONSERVANCY DISTRICT  
AND THE WEST DIVIDE WATER CONSERVANCY DISTRICT  
FOR THE CARRIAGE OF NON-PROJECT IRRIGATION WATER  
THROUGH SILT PROJECT FACILITIES

This Carriage of Non-Project Irrigation Water Contract, hereinafter referred to as the Contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplemental thereto, particularly the Warren Act of February 21, 1911 (36 Stat. 925), hereinafter referred to as the Warren Act, and the Act of July 3, 1952 (66 Stat. 325), among the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Regional Director, Upper Colorado Region, Bureau of Reclamation; and the SILT WATER CONSERVANCY DISTRICT, hereinafter referred to as the Silt District, organized and existing under the laws of the State of Colorado, with its principal place of business at Silt, Colorado; and the WEST DIVIDE WATER CONSERVANCY DISTRICT, hereinafter referred to as the West Divide District, organized and existing under the laws of the State of Colorado, with its principal place of business at Rifle, Colorado.

WITNESSETH, THAT:

WHEREAS, the United States has constructed the Silt Project, hereinafter referred to as the Project, and has entered into Contract No. 14-06-400-3120 with the Silt District, dated June 24, 1963, and amended July 9, 1968 and December 20, 1984, which provides, among other things, for the construction, operation and maintenance of the Project and repayment of costs thereof; and

WHEREAS, the West Divide District desires to receive up to 2.0 cfs of non-project irrigation water diverted into, carried, and delivered through the Silt Pump Canal to West Divide District's delivery points in the same manner as Project irrigation water; and

WHEREAS, the United States, pursuant to the provisions of the Warren Act, and in consultation with the Silt District, has determined that, from time to time, there is capacity available in the Silt Pump Canal in excess of Project requirements. Therefore, the carriage of the West Divide District's 2.0 cfs of non-project irrigation water is compatible with the use and

purpose for which the Silt Pump Canal was constructed, and the non-project water will be used for irrigation and no other purpose; and

WHEREAS, the United States holds an easement for the Silt Pump Canal and a portion of the location of the proposed Interconnecting Pipeline and Pumping Station, including appurtenant structures, will be located within the United States easement area; and

WHEREAS, the United States, under the jurisdiction of the Bureau of Reclamation, grants to the West Divide and the Silt Districts permission to construct and install a Pumping Station and an Interconnecting Pipeline, on the United States easement, to connect the Silt Pump Canal to the West Lateral. Area for construction is located in the South East quarter (SE1/4) of Section 34 in Township 5 South, Range 92 West, in the Sixth Principle Meridian; and

WHEREAS, the Silt District shall obtain all necessary temporary easements for construction and installation as well as all necessary long-term easements for the operation and maintenance of the Pumping Station and the Interconnecting Pipeline; and

WHEREAS, upon completion of the construction and installation of the Pumping Station and Interconnecting Pipeline, the Silt District will take possession, and assume operation and maintenance responsibilities of the Pumping Station and Interconnecting Pipeline through a separate agreement (Agreement for Joint Project dated August 8, 2005) with the West Divide District. As part of this Contract, the West Divide District agrees to contribute funds to the Silt District in compensation for operation, maintenance and replacement (OM&R) expenses of the Project components needed to convey non-project irrigation water. Project components may include, but not be limited to, Silt Pump Inlet Diversion and Canal, Silt Pumping Plant (including electrical components, transformer, pumps and piping), and Silt Pump Canal.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein, the parties hereto agree as follows:

1. DEFINITIONS - As used in this Contract.

(a) "Silt Pumping Plant" shall mean the United States pumping facility located near the Colorado River, which was constructed for the Project to convey project irrigation water, and is operated and maintained by the United States' managing entity, the Silt District.

(b) "Silt Pump Canal" shall mean the United States canal constructed for the Project to convey project irrigation water, and is operated and maintained by United States' managing entity, the Silt District.

(c) "Pumping Station" shall mean the proposed pumping facility and necessary appurtenant structures that may include various water control structures, to be constructed or installed by the West Divide District, located on the Silt Pump Canal to deliver non-project irrigation water.

District water users through the Silt Pump Canal.

(c) Project water deliveries have primacy and will receive priority should a lack of carriage capacity occur, regardless of the reason.

(d) All non-project irrigation water will be pumped from the Colorado River via the Silt Pumping Plant to the Silt Pump Canal and carried and delivered to various West Divide District delivery points located on the Silt Pump Canal including the West Divide District's proposed Pumping Station and Interconnecting Pipeline. This proposed Pumping Station and Interconnecting Pipeline will deliver all or a portion of the non-project irrigation water to the West Lateral (See Exhibit A) for use at additional West Divide District delivery points. The West Divide District agrees to bear a pro-rata share of all conveyance and evaporation losses from the point of discharge into the Silt Pump Canal to point(s) of delivery.

(e) The execution of this Contract by the parties hereto does not set a precedent obligating the Silt District to the carriage of any other non-project irrigation water owned by any other entity(s) or individual(s). The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of non-project irrigation water taken by the West Divide District hereunder, and the West Divide District shall indemnify and hold harmless the United States and the Silt District from any liability on account of property damage, personal injury, or death, or claims for property damage, personal liability, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such non-project irrigation water by the West Divide District.

#### 4. CONDITIONS AFFECTING CARRIAGE AND DELIVERY OF NON-PROJECT IRRIGATION WATER

(a) Neither the United States nor the Silt District shall be responsible for any failure to carry non-project irrigation water as provided in this Contract. The United States and Silt District also reserve the right to temporarily cease deliveries of water through the Silt Pump Canal during periods when the Canal may be dewatered for maintenance or other operating requirements.

(b) The West Divide District agrees not to interfere with any headgates, weirs, or other devices used by the Silt District for the distribution of Project water through the Silt Pump Canal by any means whatsoever, and shall not in any way obstruct the delivery of Project water through the Silt Pump Canal. The Silt District is hereby authorized to cease carrying the non-project water of the West Divide District for such periods of time as may be determined by the Silt District if the West Divide District, its agents or employees violate the provisions of this Article.

#### 5. COST OF CARRIAGE AND DELIVERY OF NON-PROJECT IRRIGATION WATER

(d) "Interconnecting Pipeline" shall mean the proposed pipeline, to be constructed by the West Divide District, to connect the Silt Pump Canal with the West Lateral to deliver non-project irrigation water.

## 2. TERM OF CONTRACT

(a) This Contract shall be effective from the date of execution, shall remain in effect for a period of 40 years from the date thereof, and shall terminate in the year 2045 on the month and day of this executed Contract, unless terminated as provided for in Article 2 (c) below. Upon termination of this Contract, the West Divide District will not retain any rights to the use of the Silt Pump Canal for the carriage of non-project irrigation water, nor will the West Divide District be obligated to contribute funds for the OM&R expenses of the Project facilities needed to convey non-project irrigation water.

(b) If the West Divide District desires to continue use of the Silt Pump Canal after the expiration of this Contract, as stated in Article 2.(a), the United States, the Silt District, and the West Divide District shall enter into good faith negotiations with regard to contract renewal prior to expiration of the Contract. This Contract may be renewed, or amended and renewed, upon such terms and conditions as may be mutually agreeable to the United States, the Silt District, and the West Divide District, provided that any such renewal shall be subject to applicable Federal law, State law, and Reclamation law and policy in existence at the time of renewal.

(c) This Contract may be terminated on January 1 of any year by the mutual written agreement of the parties hereto.

## 3. CARRIAGE AND DELIVERY OF NON-PROJECT IRRIGATION WATER

Beginning with the 2006 irrigation season and each irrigation season thereafter as long as this Contract is in effect, the Silt District agrees to divert into, carry and deliver, on a capacity available basis, through the Silt Pump Canal the West Divide District's non-project irrigation water.

(a) The non-project irrigation water will originate from the West Divide District's water rights (contract and/or decreed) in the Colorado River then will be diverted into the Silt Pump Canal by way of the Silt Pumping Plant during the irrigation season. The Silt District's irrigation season is from approximately April 15 through approximately October 15.

(b) During the irrigation season, non-project irrigation water is not to exceed a flowrate of 2.0 cfs or a total volume of 1,000 acre feet with the exact flow rates and times of usage to be determined jointly by the Silt District and the West Divide District. The non-project irrigation water will be diverted, carried and delivered to the West Divide

(a) Payment to the United States. The West Divide District agrees to pay one thousand eight hundred eighty one dollars and fourteen cents (\$1,881.14) annually to the United States as compensation for the carriage of their non-project irrigation water, regardless of the amount of water actually conveyed. The first payment will be due upon execution of this Contract. Subsequent payments shall be made in advance on or before April 1 of each year thereafter as long as this Contract is in effect. The United States shall bill the West Divide District for the annual carriage charge 30 days in advance of the date payment is due, and the West Divide District shall remit payment to the United States in accordance with instructions provided on said bill. Monies received by the United States for the carriage of non-project irrigation water under this Contract shall be credited pursuant to Section 3 of the Warren Act.

(b) OM&R charges to be paid by the West Divide District to the Silt District shall be as follows:

(1) Power Costs: West Divide shall pay its pro rata share of the power costs (including wheeling charges) association with pumping West Divide's water into the Pump Canal and from the Pump Canal into the West Lateral, which shall be calculated by Silt using the following formula:

$$A \times (B \div C) = D$$

Where:

"A" equals Silt's total annual power costs for the Pump Canal and West Lateral Interconnect;

"B" equals the total number of acre feet of West Divide water pumped:

"C" equals the total number of acre feet pumped by Silt; and

"D" equals West Divide's pro rata share of pumping costs.

(2) Operating Costs: West Divide shall pay its pro rata share of the total annual operating expenses of Silt, reduced by the payment made by West Divide pursuant to subparagraph (b) "Power Costs", above, for that year. West Divide's pro rata share shall be calculated using the following formula:

$$(A-B) \times (C \div D) = F$$

Where:

"A" equals the total annual operating expenses of Silt for the subject year;

"B" equals West Divide's prop rata share of the pumping costs for the subject year;

"C" equals the total number of acre feet pumped by Silt for West Divide in the subject year;

“D” equals the total number of acre feet (including Farmers water, Project water and West Divide water) delivered by Silt during the subject year; and

“F” equals West Divide’s pro rata share of the annual operating expenses of Silt for the subject year.

(3) **Account Fee:** West Divide shall pay one annual account fee for each point at which Silt delivers West Divide water within Silt’s delivery system. The account fee charged to West Divide shall be the same amount as the amount established by Silt for each of its customers (currently \$150 per account, but subject to change).

(4) **Contract Fee:** For each Water Allotment Contract issued by West Divide within the Silt Mesa Service Area, West Divide shall pay:

(a) A one-time contract fee equal to 10% of the Administration Fee charged by West Divide for each such Contract; and

(b) An annual fee equal to 10% of the annual Water Cost fee charged by West Divide pursuant to each such Contract.

(5) **Maintenance Assessment:** West Divide shall pay an annual assessment equal to the per foot assessment charged by Silt to all users of Silt Project Water multiplied by the total number of acre feet of West Divide water pumped into the Pump Canal during the subject year.

## 6. CHARGES FOR DELINQUENT PAYMENTS

(a) The West Divide District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the West Divide District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the West Divide District shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the West Divide District shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The West Divide District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received



shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

#### 7. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

(a) The obligation of the West Divide District to pay the United States as provided in this Contract is a general obligation of the West Divide District notwithstanding the manner in which the obligation may be distributed among the West Divide District water users and notwithstanding the default of individual water users in their obligation to the West Divide District.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make non-project irrigation water available to the West Divide District through the Project facilities during any period in which the West Divide District is in arrears in the advance payment of water rates due the United States. The West Divide District shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the West Divide District.

#### 8. RECLAMATION REFORM ACT COMPLIANCE

(a) Since the Silt District is subject to the Reclamation Reform Act of 1982, any water users who receives Project irrigation water and the non-project irrigation water conveyed under this Contract shall be subject to the ownership and pricing provisions of Reclamation laws, including the Reclamation Reform Act of 1982.

(b) West Divide District water users outside of the Silt District boundaries who receive only non-project irrigation water conveyed under this Contract shall be subject to the applicable acreage limitations provided by the Warren Act.

#### 9. CHANGES IN CONTRACTOR'S ORGANIZATION

While this Contract is in effect, no change may be made in the West Divide District's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the West Divide District under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon Reclamation's written consent.

#### 10. NOTICES

Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Upper Colorado Region, Bureau of Reclamation, 125 South State Street, Room 6107, Salt Lake City, Utah 84148-1192; to the Silt Water Conservancy District, Norman Hunt, President, Box 8, Silt CO 81652;

and to the West Divide Water Conservancy District, Samuel Potter, President, 109 4<sup>th</sup> Street, Rifle CO 81650. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

11. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to the Congress, Resident Commissioner, or official of the West Divide District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

12. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by any party shall be valid until approved in writing by the other parties.

13. STANDARD CONTRACT ARTICLES

The standard contract articles applicable to this Contract are listed below. The full text of these standard articles is attached hereto as Addendum "A" and by this reference made a part thereof.

- A. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- B. BOOKS, RECORDS, AND REPORTS
- C. PROTECTION OF WATER AND AIR QUALITY
- D. CONFIRMATION OF CONTRACT
- E. EQUAL EMPLOYMENT OPPORTUNITY
- F. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- G. CERTIFICATION OF NONSEGREGATED FACILITIES
- H. WATER CONSERVATION
- I. MEDIUM FOR TRANSMITTING PAYMENTS

14. CONTRACT DRAFTING CONSIDERATIONS

Articles 1 through 13 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

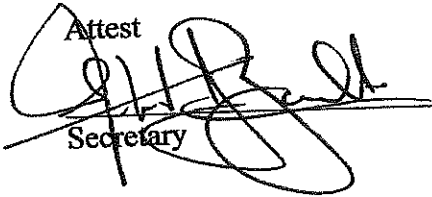
15. AUTHORITY

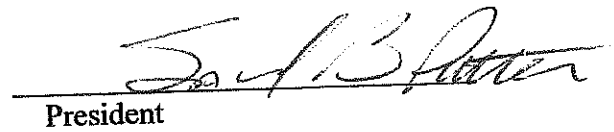
Each person executing this Contract represents and warrants that he or she has been duly authorized by one of the parties to execute this Contract, that all approvals (governmental or otherwise) necessary to execute this Contract have been obtained, and has authority to bind said party to the terms hereof.

16. The Parties agree that the Recitals, above, are to be considered part of this Contract.

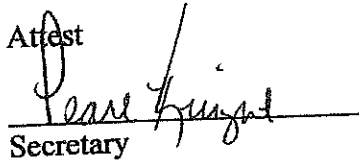
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

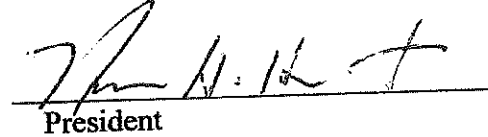
WEST DIVIDE WATER CONSERVANCY DISTRICT

Attest  
  
Secretary

  
President

SILT WATER CONSERVANCY DISTRICT

Attest  
  
Secretary

  
President

THE UNITED STATE OF AMERICA

Approved:

\_\_\_\_\_  
Office of the Regional Solicitor

\_\_\_\_\_  
Regional Director  
Upper Colorado Region

## ADDENDUM "A"

### A. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the West Divide District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

### B. BOOKS, RECORDS, AND REPORTS

The West Divide District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the West Divide District's financial transactions; water supply data; project OM&R logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

### C. PROTECTION OF WATER AND AIR QUALITY

(a) Project facilities used to make available and deliver water to the West Divide District shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the West Divide District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the West Divide District.

(b) The West Divide District shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Colorado; and shall obtain all required permits or licenses from the appropriate Federal, State, or County authorities necessary for the delivery of water by the West Divide District; and shall be responsible for compliance with all Federal, State, and County water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or West Divide District facilities or project water provided by the West Divide District within the West Divide District's Project Water Service Area.

(c) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

#### D. CONFIRMATION OF CONTRACT

The West Divide District, after the execution of this Contract, shall promptly seek to secure a decree of a court of competent jurisdiction of the State of Colorado, confirming the execution of this Contract. The West Divide District shall furnish the United States a certified copy of the final decree, the validation proceedings, and all pertinent supporting records of the court approving and confirming this Contract and decreeing and adjudicating it to be lawful, valid, and binding on the West Divide District. This Contract shall not be binding on the United States until such final decree has been secured.

#### E. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, The West Divide District agrees as follows:

(a) The West Divide District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The West Divide District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The West Divide District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The West Divide District will, in all solicitations or advertisements for employees placed by or on behalf of the West Divide District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(c) The West Divide District will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of The West Divide District's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The West Divide District will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The West Divide District will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders

of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of The West Divide District's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and The West Divide District may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The West Divide District will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The West Divide District will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event The West Divide District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, The West Divide District may request the United States to enter into such litigation to protect the interests of the United States.

#### F. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(a) The West Divide District shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, The West Divide District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The West Divide District makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or

other Federal financial assistance extended after the date hereof to the West Divide District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The West Divide District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the West Divide District shall be investigated by the Contracting Officer's Office of Civil Rights.

#### G. CERTIFICATION OF NONSEGREGATED FACILITIES

The West Divide District hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The West Divide District agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The West Divide District further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

## NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### H. WATER CONSERVATION

Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the West Divide District shall develop a water conservation plan, as required by Section 210(b) of the Reclamation Reform Act of 1982 (RRA) and Part 427.1 of the Water Conservation Rules and Regulations effective January 1, 1998.

### I. MEDIUM FOR TRANSMITTING PAYMENTS

(a) All payments from the West Divide District to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the Contract, the West Divide District shall furnish the Contracting Officer with the West Divide District's taxpayer's identification number (TIN). The purpose for requiring the West Divide District's TIN is for collecting and reporting any delinquent amounts arising out of the West Divide District's relationship with the United States.



**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**RESOLUTION 05-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST DIVIDE WATER CONSERVANCY DISTRICT APPROVING ENTERING INTO A CONTRACTUAL RELATIONSHIP WITH JOE RANDO**

WHEREAS, the West Divide Water Conservancy District (hereinafter "West Divide" ) and the Silt Water Conservancy District (hereinafter "Silt") plan to construct the Silt Pump and Pipeline/West Lateral Interconnect; and

WHEREAS, West Divide, Silt and Joe Rando wish to enter into a Construction Agreement wherein Joe Rando will provide the concrete work necessary to construct the concrete structures and components of the Silt Pump and Pipeline/West Lateral Interconnect.


NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District that:

The Board of Directors has been briefed by staff on the Construction Agreement, has reviewed the Agreement as necessary, and supports and approves the Construction Agreement attached as Exhibit A and incorporated by this reference.

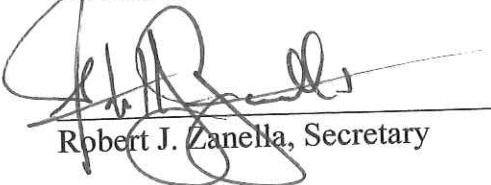
READ AND ADOPTED this 12th day of October 2005, by the Board of Directors of the West Divide Water Conservancy District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By:

  
\_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

  
\_\_\_\_\_  
Robert J. Zanella, Secretary

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Contract") is made this 12 day of October, 2005, between the West Divide Water Conservancy District ("West Divide"), the Silt Water Conservancy District ("Silt"), and Joe Rando. ("Contractor").

The Contract is for the construction of concrete structures and components of the Silt Pump and Pipeline/West Lateral Interconnect ("Project") as more particularly described in the scope of work attached hereto as Exhibit A and incorporated in herein by this reference.

West Divide, Silt, and Contractor agree as follows:

### ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, drawings, specifications, bids, proposals and other documents listed in this Contract, and modifications issued after execution of this Contract. These documents form the Contract, and are fully part of the Contract as if fully set forth herein. The Contract represents the entire and integrated agreement between the parties hereto and supercedes prior negotiations, representations or agreements, either written or oral. A listing of the Contract Documents, other than modifications, appears in Article IX.

### ARTICLE II THE WORK OF THIS CONTRACT

The Contractor shall execute and complete all concrete work described in the Contract Documents, and as follows:

**Contractor shall provide any and all concrete work, labor, machinery, and materials necessary to construct the concrete structures and components of the Project, as described in the Contract Documents. Contractor shall consult and coordinate with and comply with all requirements of Chewelski Pipe & Supply, Inc. throughout the course of the Project.**

### ARTICLE III DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION OF WORK

- 3.1 The date of commencement of work shall be within 5 days of the date of execution of this Contract. Contractor shall proceed to complete the Project contemplated by this Contract as soon as practicable.

- 3.2 The Contractor shall achieve completion of all concrete work within and adjacent to the Silt Pump Canal and West Lateral no later than November 30, 2005. Excavation shall not be commenced on structures affecting the Silt Pump Canal or the West Lateral, until and unless Contractor has obtained all necessary labor, materials, and machinery to complete the concrete work by November 30, 2005. If excavation does commence on the structures affecting the Silt Pump Canal or the West Lateral, and Contractor is unable to complete the concrete work on said structures by November 30, 2005, West Divide and Silt shall have the option to require that the Silt Pump Canal, West Lateral and the lateral ditch affected by the Project be restored to fully operable condition, on or before April 1, 2006, at Contractor's sole cost and expense. In the event that this option is exercised, work on the Project shall be suspended as necessary to allow Silt to deliver water to its customers during the 2006 irrigation season, and the deadline for completing the Project shall be extended to a date mutually determined by the Parties, but in no event later than after November 30, 2006. Any and all additional concrete work not affecting the Silt Pump Canal or West Lateral shall be completed no later than April 1, 2006.

#### **ARTICLE IV CONTRACT SUM**

- 4.1 West Divide and Silt shall pay Contractor in good funds for the Contractor's performance of the Contract, the sum of \$41,680.00 ("Contract Sum"), subject to additions and deductions as provided in the Contract Documents and specifically referenced in this Article IV.
- 4.2 The Contract Sum is based upon the Proposal submitted by Contractor on or about October 5, 2005.
- 4.3 West Divide and Silt shall receive a credit towards payment of the Contract Sum equal to the value of in-kind contributions made by employees or agents of Silt, provided the amount and nature of such in-kind services are discussed by and first agreed upon by the parties hereto.

#### **ARTICLE V PAYMENTS**

Contractor shall be paid 30% of the Contract Sum upon commencement of work, and the remaining 70% upon completion of the Project.

#### **ARTICLE VI INSURANCE**

At the sole cost of Contractor, Contractor shall carry and maintain in full force and effect throughout the course of the Project, and shall provide West Divide with evidence of workers' compensation and employer's insurance and liability insurance sufficient to provide adequate coverage

for any and all reasonably foreseeable claims and losses potentially associated with the Project. At a minimum, such insurance shall be written for limits of liability as follows:

1. Commercial General Liability:
  - A. Bodily Injury and Property Damage: \$1,000,000 each occurrence and \$1,000,000 aggregate.
  - B. Personal Injury: \$1,000,000 each occurrence and \$1,000,000 aggregate.
2. Commercial Automobile Liability:
  - A. Bodily Injury and Property Damage: \$1,000,000 any one incident or loss
3. Workers' Compensation and Employer's Liability:
  - A. Workers' Compensation: Statutory
  - B. Employer's Liability: \$100,000 each accident; \$100,000 disease - each employee; and \$500,000 disease - policy limit.

The commercial general liability and commercial automobile liability policies required hereunder shall include the Colorado River Water Conservation District ("River District"), West Divide, and Silt as additional named insureds. Contractor shall supply West Divide with a certificate of insurance prior to commencement of work and shall include a provision that the policies may not be cancelled, terminated, changed or modified without 30 days written notice to the River District, West Divide, and Silt. Each certificate of insurance must reference contract number CG05021.

## **ARTICLE VII HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall hold harmless and indemnify West Divide and Silt from and against any claims for injuries to persons or property resulting from Contractor's work on the Project. West Divide and Silt do not hereby waive any application of the Colorado Governmental Immunity Act, and no third party beneficiaries are intended or created by this Contract.

## **ARTICLE VIII TERMINATION OR SUSPENSION**

The contract may be terminated by West Divide and Silt or the Contractor for substantial non-compliance with the terms of this Contract. Notice of termination shall be given in accordance with Article XVI below.

## **ARTICLE IX ENUMERATION OF CONTRACT DOCUMENTS.**

The Contract Documents, except for modifications issued after execution of this Contract, are comprised of the following:

1. Scope of Work prepared by West Divide dated August 26, 2005, attached as Exhibit A;
2. Letter proposal from Roger L. Chelewski, Chelewski Pipe & Supply Company including all drawing and specifications of the Project, dated September 13, 2005, attached as Exhibit B; and
3. Proposal from Joe Rando, dated October 5, 2005, attached as Exhibit C.

**ARTICLE X  
EQUAL EMPLOYMENT OPPORTUNITY &  
COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**

10.1 During the performance of this Contract, Contractor agrees as follows:

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.
- (c) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.2 During the performance of this Contract, Contractor agrees as follows:

(a) Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial

assistance extended after the date hereof to Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

#### **ARTICLE XI BINDING AGREEMENT**

This Contract shall be binding upon the parties hereto, their heirs, successors and assigns. This Contract shall not assignable, except upon the prior written consent of all parties.

#### **ARTICLE XII REPRESENTATIONS**

The individuals executing this Contract represent and warrant that he or she has been duly authorized by one of the parties to execute this Contract, that all approvals necessary to execute this Contract have been obtained, and has authority to bind said party to the terms hereof.

#### **ARTICLE XIII CONTINGENCIES**

13.1 This Contract shall be contingent upon:

- (a) West Divide and Silt receiving grant funds from the U.S. Bureau of Reclamation in the amount of \$201,898.00 and from the Colorado River Water Conservation District in the amount of \$30,000.00;
- (b) West Divide and Silt obtaining easement agreements from property owners affected by the Project; and
- (c) West Divide and Silt obtaining approval of a Contract with the U.S. Bureau of Reclamation for the carriage of non-Silt Project irrigation water through Silt Project facilities.

13.2 In the event any of the contingencies in 13.1 above are not met, West Divide and Silt, at their sole option, may terminate this Contract upon 7 days notice to Contractor. In the event West

Divide and Silt elect to so terminate this Contract, Contractor shall be paid for work completed on a time and materials basis, not to exceed the Contract Sum.

#### **ARTICLE XIV BREACH AND REMEDIES**

In the event Contractor fails to perform the work as detailed in the plans and specifications of the Project and within the time frame described herein, Contractor shall be in breach of this Contract. In the event of a breach of this Contract, West Divide and Silt shall have all remedies available pursuant to the laws of the State of Colorado.

In the event West Divide and Silt fail to make payments as described herein, West Divide and Silt shall be in breach of this Contract. In the event of a breach of this Contract, Contractor shall have all remedies available pursuant to the laws of the State of Colorado.

#### **ARTICLE XV JURISDICTION**

Jurisdiction for purposes of any potential dispute regarding this Contract shall be District Court, Garfield County, Colorado. In the event of a dispute regarding this Contract, reasonable attorney fees and costs shall be awarded to the prevailing party

#### **ARTICLE XVI NOTICES**

Any notice required by or made pursuant to this Contract shall be made by giving the party to be noticed a written statement thereof by hand delivering or mailing the same by first class, United States postage at or to the following addresses:

*To West Divide:*  
West Divide Water Conservancy District  
c/o Secretary  
109 West Fourth Street  
Post Office Box 1478  
Rifle, CO 81650

*To Silt:*  
Silt Water Conservancy District  
c/o Secretary  
120 South Seventh  
P.O. Box 216  
Silt, CO 81652



To Contractor:  
Joe Rando  
P.O. Box 55  
Silt, CO 81652

The parties may change their addresses for receipt of notice by giving notice as provided herein.

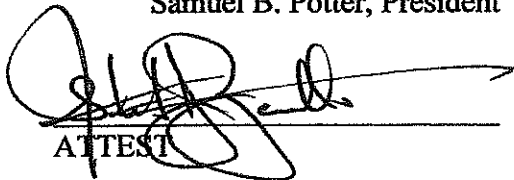
**ARTICLE XVI**  
**COOPERATION TO COMPLY WITH GRANT REQUIREMENTS**

The Parties expressly acknowledge that a significant amount of the funding for the Project shall be received from the U.S. Bureau of Reclamation ("Bureau") and the Colorado River Water Conservation District ("River District"). The Parties shall cooperate to meet any requirements of the Bureau or the River District and agree to execute any subsequent or clarifying documents required by the Bureau or the River District, so long as the same do not cause the Contractor to incur additional expense.

**WEST DIVIDE WATER CONSERVANCY**

By   
Samuel B. Potter, President

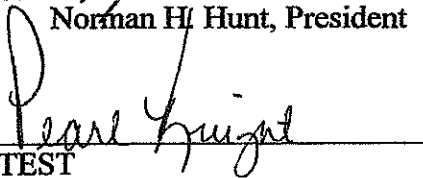
Dated 10/12/05


  
ATTEST

**SILT WATER CONSERVANCY DISTRICT**

By   
Norman H. Hunt, President

Dated 10/13/05

  
ATTEST

By   
Joe Rando

Dated 10-12-05

**REQUEST FOR PROPOSALS TO**

**DESIGN AND CONSTRUCT**

**A WATER DELIVERY SYSTEM TO CONNECT THE  
SILT PUMP CANAL WITH THE WEST LATERAL OF  
THE FARMERS IRRIGATION CANAL**

**SILT WATER CONSERVANCY DISTRICT  
AND  
WEST DIVIDE WATER CONSERVANCY DISTRICT**

August 26, 2005

The Silt Water Conservancy District and the West Divide Water Conservancy District are seeking bids to Design and Construct a water delivery system (The Project) to connect the Silt Pump Canal of the Silt Project with the West Lateral of the Farmers Irrigation Canal. The primary objective of the Project is to pump 6.0 cubic feet per second (cfs) of water from the Pump Canal and deliver this water to the West Lateral. A secondary objective of the Project is to allow the gravity diversion of water from the West Lateral downstream to the Pump Canal at such times when the pumping station is not being operated. Also, several irrigation turnouts will be constructed to improve irrigation efficiency in the area.

**1.0 PROJECT DESCRIPTION**

The Project will consist of the following primary elements:

Pump Station. An electric powered pump station will be located on the north bank of the Silt Pump Canal within the Southeast  $\frac{1}{4}$  of Section 34, T. 5S., R.92 W., as illustrated on the attached Figure 1. The pump station will be located at an elevation of approximately 5,600 feet msl. The capacity of the pump station will be a minimum of 6.0 cfs. A control structure within the existing Silt Pump Canal will be constructed to allow the diversion of water into the pump station while maintaining flow in the canal past the pumping facility.

Pump Building. A sound proofed building or other enclosure will house the pump station. The exterior of the building will be compatible with local visual conditions. The building will provide easy access for the maintenance or repair of pump facilities.

Pumpline. A buried pumpline approximately 2,900 feet in length will be constructed from the pump station to the West Lateral. The specific alignment of the pumpline is depicted on Figure 1. A 40 foot easement along this alignment will be secured for purposes of the construction of the pumpline. The pumpline will terminate at an elevation of approximately 5,710 feet msl. Following placement of the buried pumpline, the ground surface will be smoothed and graded to blend in with existing topography.

West Lateral Outlet Structure. The pumpline will terminate at an outlet structure on the West Lateral of the Farmers Irrigation Canal. The location of the outlet is depicted on Figure 1, and is located in the vicinity of headgates #45 and #46 of the West Lateral. The outlet structure will include a measuring device to measure the amount of water delivered through the pumpline. The outlet structure will also allow the gravity diversion of water from the West Lateral downstream to the Pump Canal at such times when the pumping station is not being operated. Existing headgates #45 and #46 will be replaced and integrated into the outlet structure, along with one new outlet.

New Pumpline Turnouts (2). Two valved turnouts will be constructed along the pumpline as illustrated in Figure 1. Measuring devices will be constructed to measure flow delivered through each turnout.

Turnout for Headgate #45 Users below the Silt Pump Canal. The existing pipeline that delivers water to Headgate #45 users situated below the Silt Pump Canal will be connected to the new pumpline. The location of this connection is illustrated on Figure 1. A control valve and measuring device will be required.

## **2.0 PROJECT SCHEDULE**

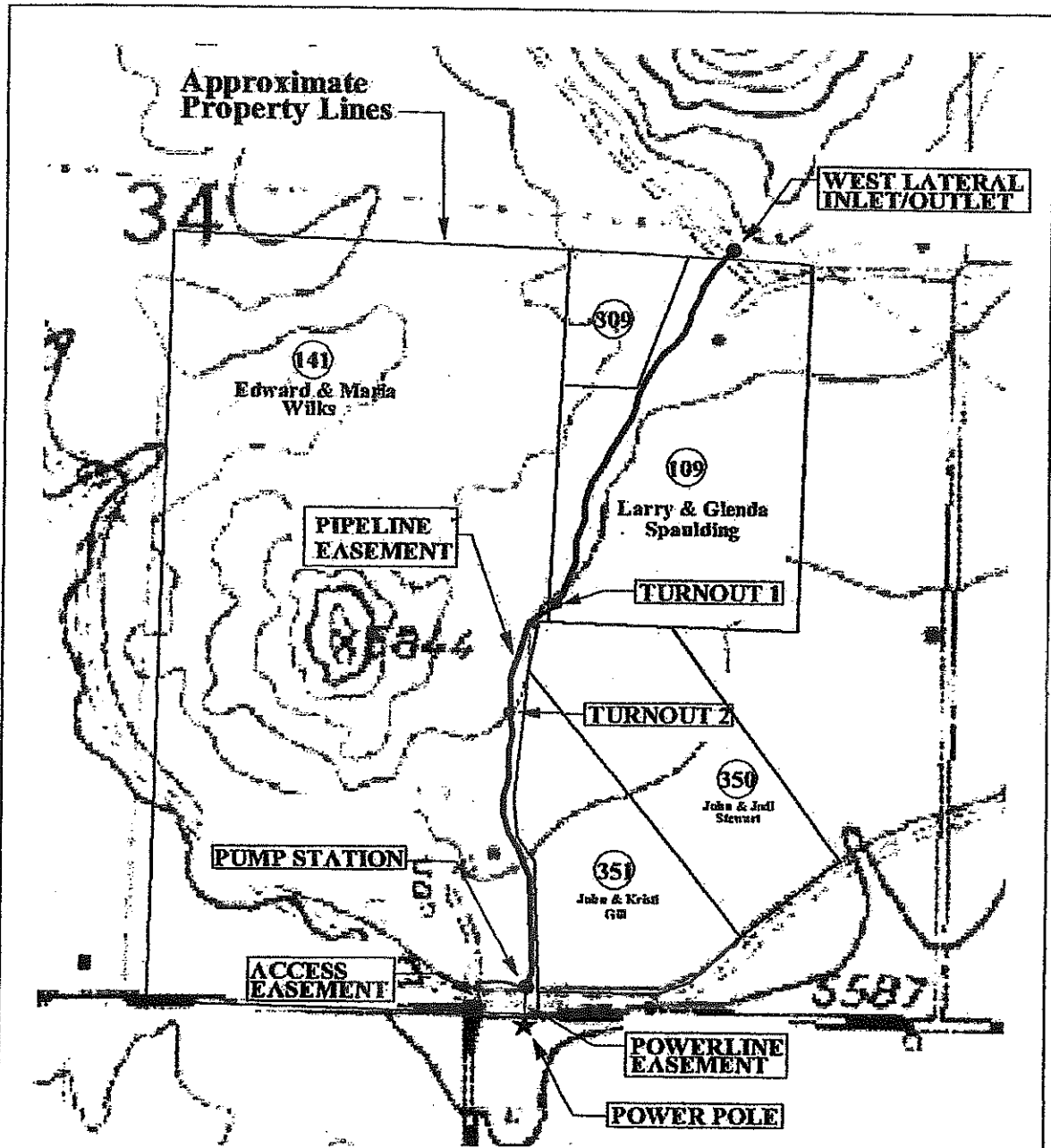
Construction of the Project may be initiated on October 17, 2005. All structural concrete work must be completed by November 30, 2005. The entire project must be completed and operational by April 1, 2006.

## **3.0 SUBMITTAL REQUIREMENTS**

Interested contractors should submit a proposal to the West Divide Water Conservancy District at 109 W. 4<sup>th</sup> St., Rifle Colorado, 81650 no later than 5 PM on September 13, 2005. This proposal should include:

- The contractors experience and qualifications
- A list of subcontractors to be used, and their qualifications
- A preliminary design of the primary elements described above
- The total project cost

Any inquiries regarding this request for proposal should be directed to John Jewell at the Silt Water Conservancy District at (970) 876-2393.



**NOTE: All Pipeline, Access, and Powerline easements to be 50' in width.**

**EXHIBIT A  
 APPROXIMATE LOCATION OF TEMPORARY  
 CONSTRUCTION EASEMENTS  
 SILT PUMP CANAL /  
 WEST LATERAL INTERCONNECT**

**PREPARED FOR SILT WATER  
 CONSERVANCY DISTRICT  
 AUGUST, 2005**



# CHELEWSKI PIPE & SUPPLY, INC.

---

ROGER L. CHELEWSKI  
0097 MILLER LANE  
RIFLE, CO 81650

TELEPHONE (970)625-1433  
FAX (970)625-9634

September 13, 2005

West Divide Water Conservancy District  
109 West Fourth Street  
Rifle, CO 81650

To Whom It May Concern:

Thank you for considering Chelewski Pipe & Supply for your pump and pipeline needs.

Attached is the preliminary design of the proposed project. The system would include a 150 HP VFD Vertical Shaft Turbine Pump (capable of pumping 2.5 - 6 cfs), inlet structure to accompany the pump, a 15" PVC mainline, a structure to discharge the water into the West Lateral, and 3 structures to discharge water to existing users along the pipeline. The system is also capable of delivering water from the West Lateral to the Pump Canal, if necessary.

Chelewski Pipe & Supply, Inc., with the attached listed major subcontractors, proposes to complete the above work for \$216,700.00.

The terms are 30% down, 30% after completion of structural concrete work, 30% at delivery of pump (approximately 12 weeks), and 10% at completion of the project.

If you have any questions please call. Thank you.

Sincerely,

Chelewski Pipe & Supply, Inc.



Roger L. Chelewski

Exhibit B

## **CHELEWSKI PIPE & SUPPLY, INC.**

---

ROGER L. CHELEWSKI  
0097 MILLER LANE  
RIFLE, CO 81650

TELEPHONE (970)625-1433  
FAX (970)625-9634

### **Silt Pump Canal/West Lateral Interconnect Project List of Contractors**

**Chelewski Pipe & Supply, Inc.**  
Roger or Lee Roy Chelewski  
0097 Miller Lane  
Rifle, CO 81650

Chelewski Pipe & Supply has been in business for 30+ years; doing irrigation and pipeline work in the valley.

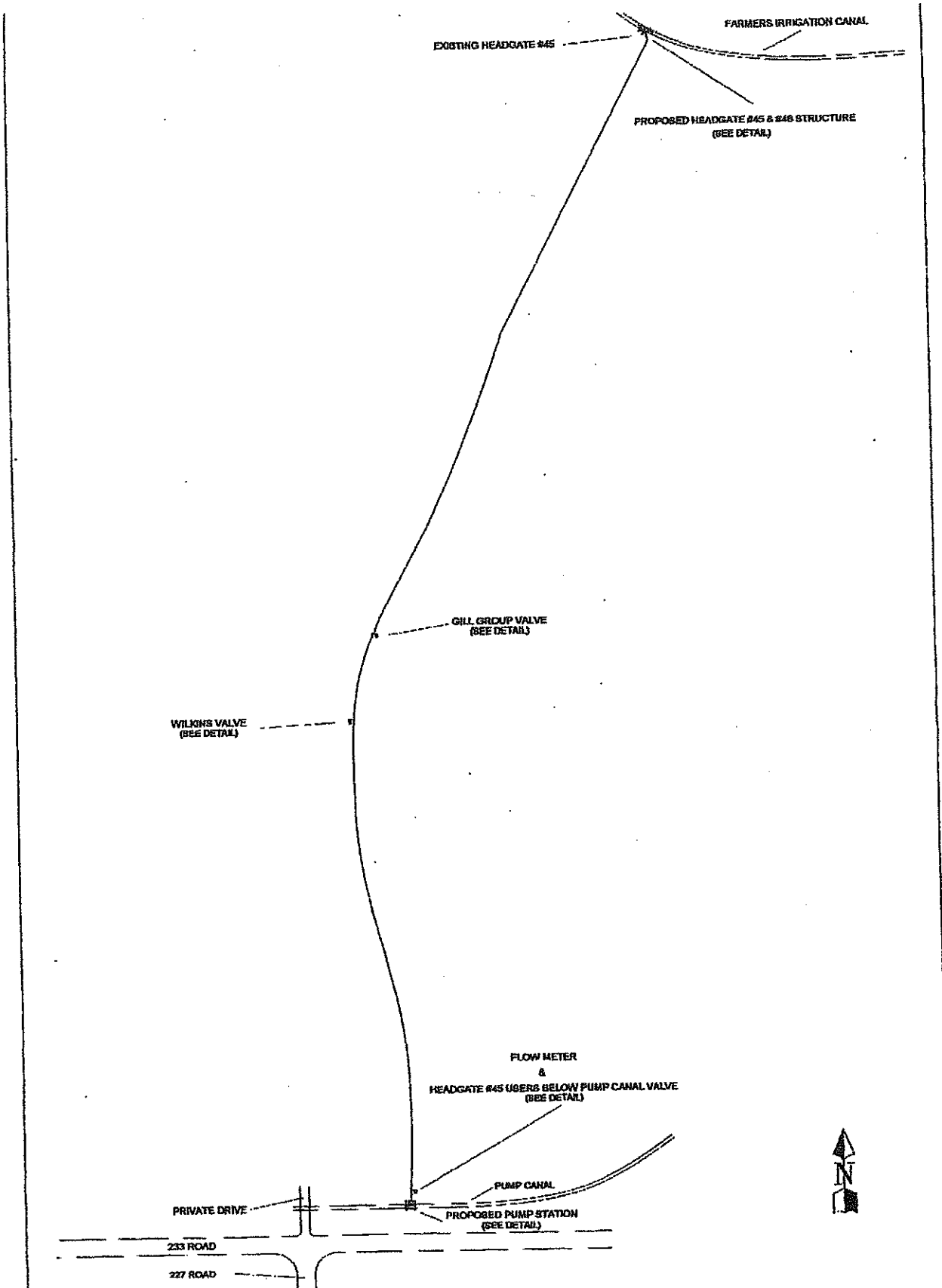
**Lewis Excavating**  
Charles Lewis  
3104 County Rd 331  
Silt, CO 81652

Lewis Excavation has been in business in the valley for 20+ years doing all kinds of excavation work, including doing excavation for pipelines and structures.

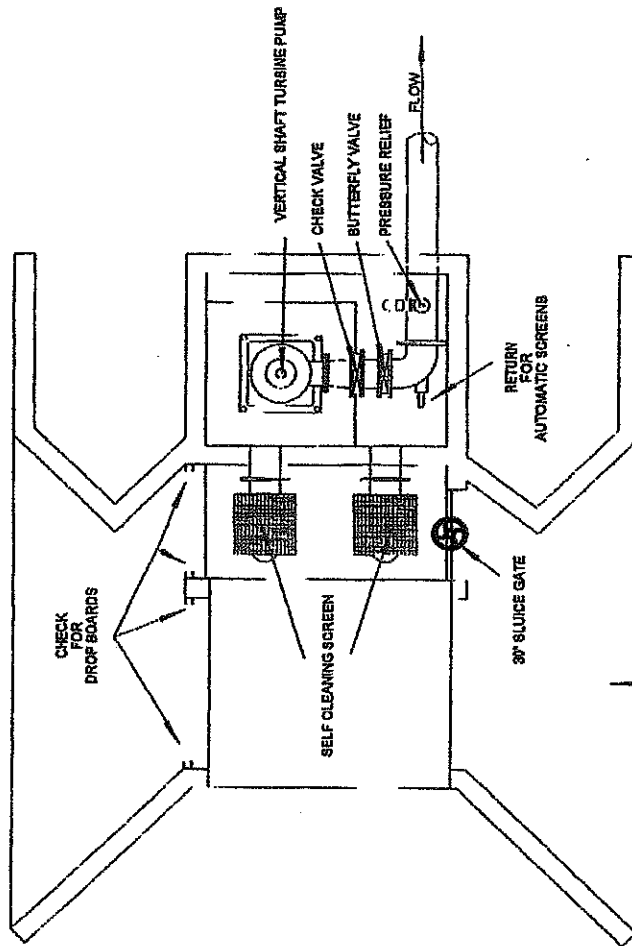
**WW Concrete**  
Walt Williams  
0123 Paseo Rd  
Carbondale, CO 81623

WW Concrete has been doing concrete work in the area for 20+ years; including small and large irrigation structures.

- ③ Electrician
- ④ Welder
- ⑤ Bid



SHEET NO. 1 OF 7	DATE 1/12/00	DRAWN BY S.W.C.B. CHECKED BY R.L.C. APPROVED BY D.W.S.J.S.	PROJECT: SILT WATER CONS. DISTRICT SILT, CO 81652	SHEET DESCRIPTION: PIPELINE DESIGN	CHELEWSKI PIPE & SUPPLY, INC. 0087 MILLER LANE RIFLE, CO 81650 (870)825-1433
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**CHELEMSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)825-1433

**SHEET DESCRIPTION:**  
 PUMP STATION DESIGN  
 (TOP VIEW)

**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

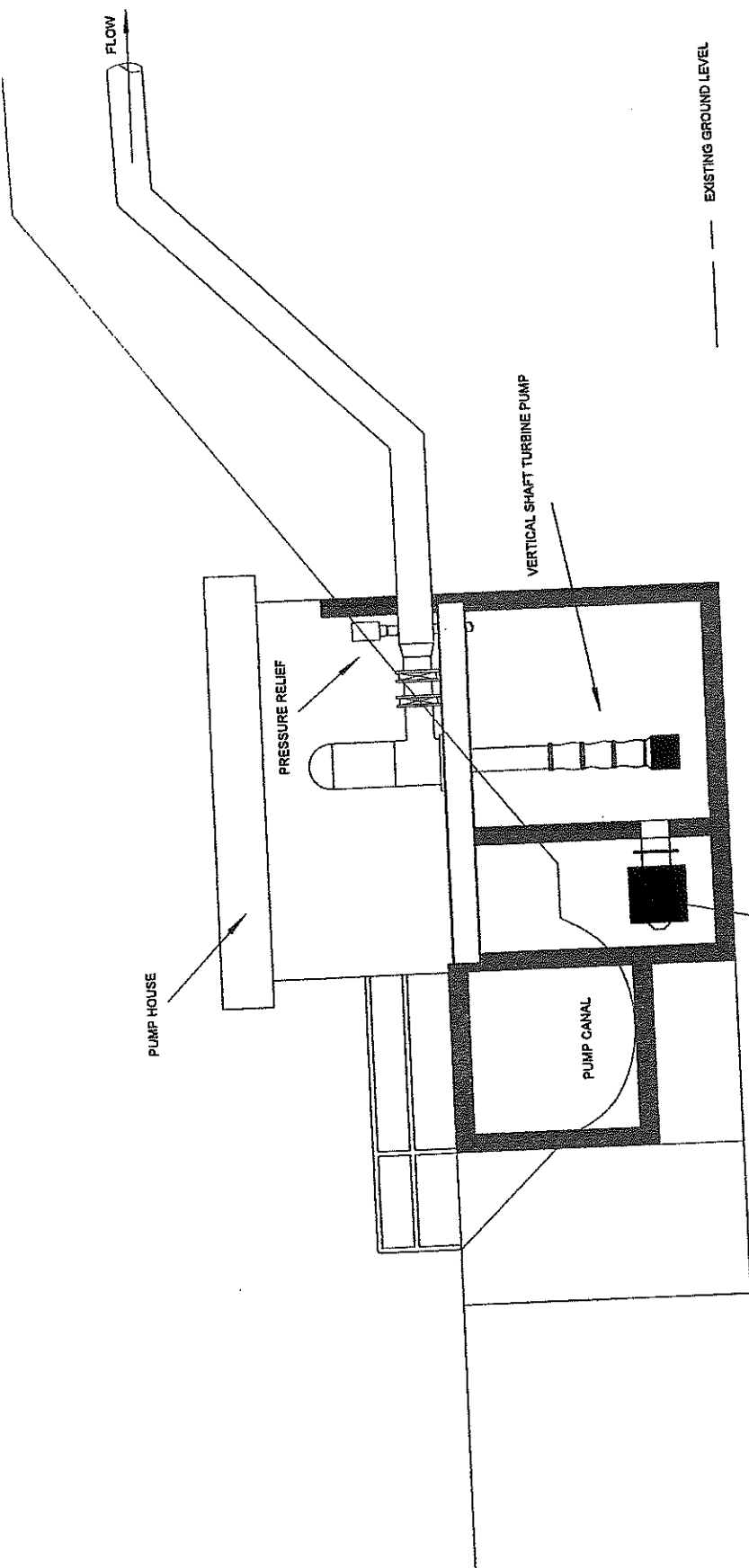
**REVISIONS:**

**DATE:** 07-05-05  
**JOB #:** SWCD2  
**DRAWN BY:** RLC  
**CHECKED BY:**

**SCALE:**  
 1" / 4'

**SHEET:**  
 2 OF 7





**CHELEMSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)625-1433

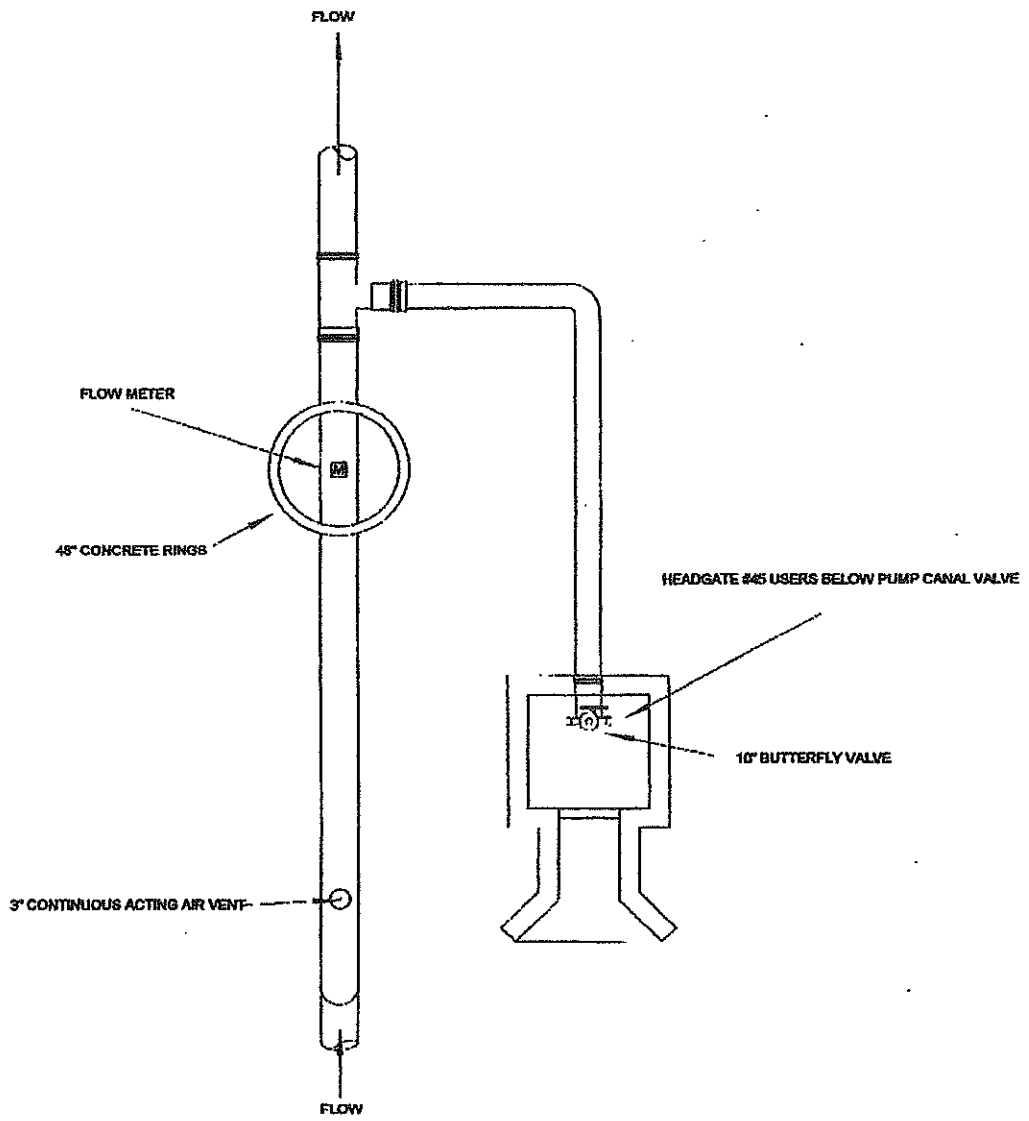
**SHEET DESCRIPTION:**  
 STRUCTURE DESIGN  
 PUMP HOUSE STRUCTURE

**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

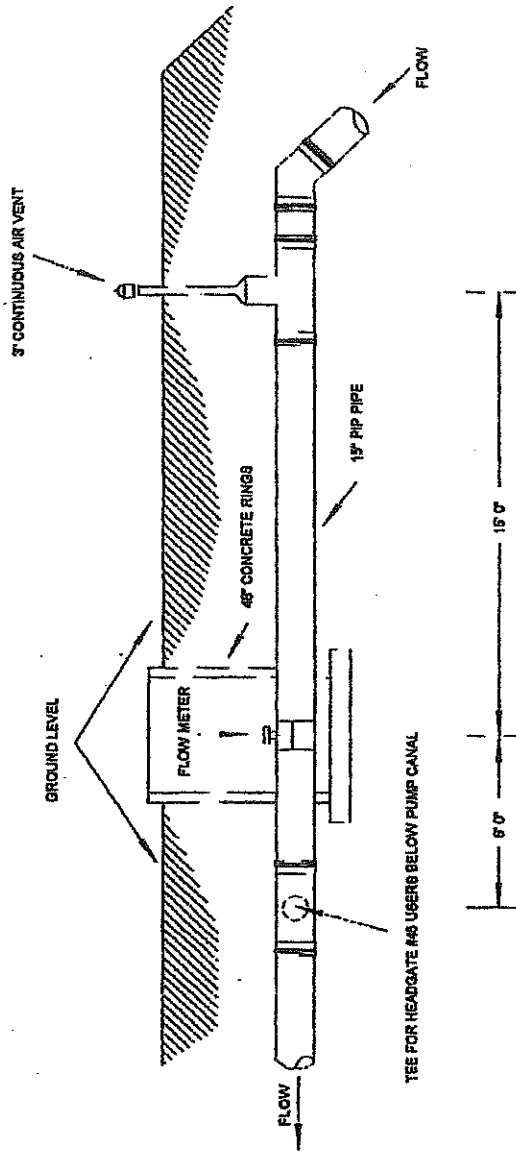
REVISIONS:	
DATE:	07-05-05
JOB #:	SWCD2
DRAWN BY:	RLC
CHECKED BY:	

SCALE: 1" / 4'

SHEET: 3 OF 7



sheet 4 OF 7	scale 1" = 1' 4"	drawing no. project no. date 07-05-05 sheet SHACTZ RLC	PROJECT: SILT WATER CONS. DISTRICT SILT, CO 81652	SHEET DESCRIPTION: FLOWMETER & HEADGATE #45 USERS BELOW PUMP CANAL VALVE TOP VIEW	CHELEWSKI PIPE & SUPPLY, INC. 0087 MILLER LANE RIFLE, CO 81650 (970)625-1433
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TEE FOR HEADGATE #48 UBERG BELOW PUMP CANAL

**CHELEWSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)625-1433

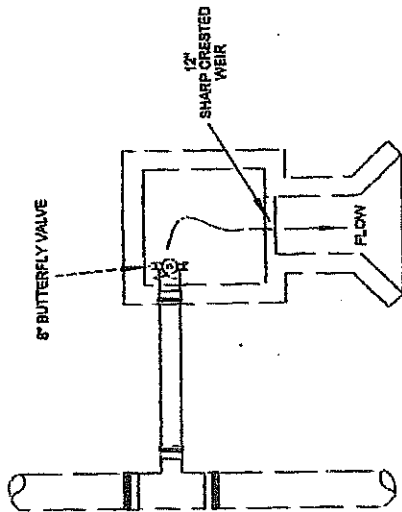
**SHEET DESCRIPTION:**  
 FLOW METER  
 CROSS SECTION DESIGN

**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

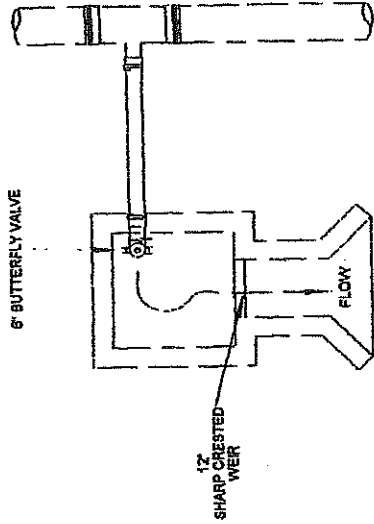
REVISIONS	
DATE:	07-05-05
JOB #:	SWCD2
DRAWN BY:	RLC
CHECKED BY:	

SCALE: 1" / 4'

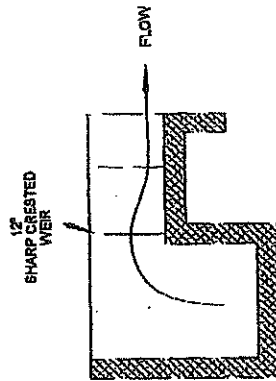
SHEET: 5 OF 7



GILL GROUP



WILKINS



CROSS SECTION

REVISIONS:

DATE:	07-05-05
JOB #:	SWCD2
DRAWN BY:	RLC
CHECKED BY:	

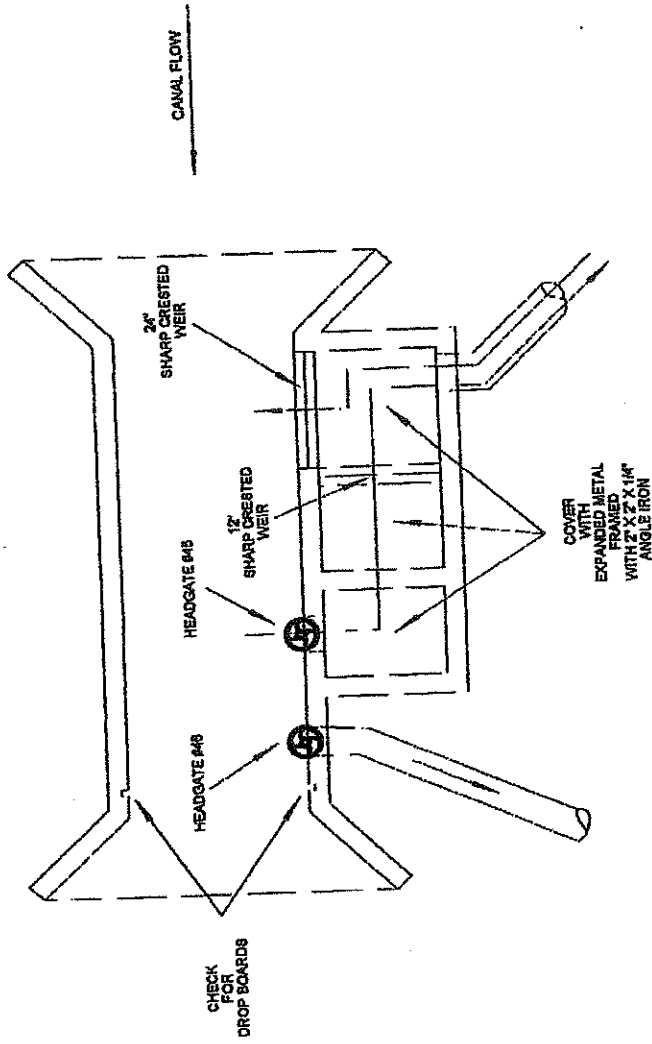
SCALE: 1" / 4'

SHEET: 6 OF 7

PROJECT:  
SILT WATER CONS. DISTRICT  
SILT, CO 81652

SHEET DESCRIPTION:  
VALVE DESIGN

CHEMINSKI PIPE & SUPPLY, INC.  
0097 MILLER LANE  
RIFLE, CO 81650  
(970)625-1433



- - - FLOW FROM PUMP CANAL  
 - - - FLOW TO HEADGATE 46 USERS

**SHEET DESCRIPTION:**  
HEADGATE #46 & #48  
STRUCTURE DESIGN

**PROJECT:**  
SILT WATER CONS. DISTRICT  
SILT, CO 81662

REVISIONS	
DATE:	07-05-05
JOB #:	SWCD2
DRAWN BY:	RLC
CHECKED BY:	

SCALE: 1" / 4'

SHEET: 7 OF 7

CHEMISKI PIPE & SUPPLY, INC.  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)825-1433

# Proposal

Page # of pages

Joe Rando  
Box 55  
S. Lf Co 81652

Proposal Submitted To: <u>Chelewski Pipe &amp; Supply</u>		Job Name: <u>379-1050</u>	
Address: <u>1097-Milky Lane</u>		Job Location:	
City: <u>R. I. E. Co 81650</u>		Date:	Date of Plans:
Phone #: <u>609-1427</u>	Fax #:	Architect:	

We hereby submit specifications and estimates for:

- Concrete work & materials for  
Silt Water Con. Structure -
- (1) Pump House
  - (2) Heavyside # 45 & 46
  - (3) User outlet
  - (4) Bilt. Crowd
  - (5) Lights -

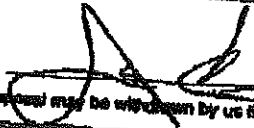
We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

41,686.00

with payments to be made as follows: 1/3 down Dollars

Any alteration or deviation from above specifications involving extra costs will be accepted only upon written order, and will become an extra charge over and above the estimate. All agreements conveyed upon orders, receipts, or delays beyond our control.

Respectfully submitted



Note - this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

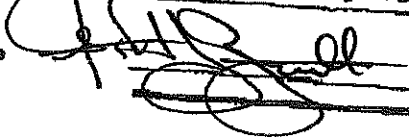
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: 10/12/05

Signature



Signature



**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**RESOLUTION 05-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST DIVIDE WATER CONSERVANCY DISTRICT APPROVING ENTERING INTO A CONTRACTUAL RELATIONSHIP WITH CHELEWSKI PIPE & SUPPLY, INC**

WHEREAS, the West Divide Water Conservancy District (hereinafter "West Divide" ) and the Silt Water Conservancy District (hereinafter "Silt") plan to construct the Silt Pump and Pipeline/West Lateral Interconnect; and


WHEREAS, West Divide, Silt and Chelewski Pipe & Supply, Inc. wish to enter into a Construction Agreement to build the Silt Pump and Pipeline/West Lateral Interconnect.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District that:

The Board of Directors has been briefed by staff on the Construction Agreement, has reviewed the Agreement as necessary, and supports and approves the Construction Agreement attached as Exhibit A and incorporated by this reference.

READ AND ADOPTED this 12th day of October 2005, by the Board of Directors of the West Divide Water Conservancy District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By:   
Samuel B. Potter, President

ATTEST:

  
Robert J. Zanella, Secretary

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Contract") is made this 12 day of October, 2005, between the West Divide Water Conservancy District ("West Divide"), the Silt Water Conservancy District ("Silt"), and Chelewski Pipe & Supply, Inc. ("Contractor").

The Contract is for the construction of the Silt Pump and Pipeline/West Lateral Interconnect ("Project") as more particularly described in the scope of work attached hereto as Exhibit A and incorporated in herein by this reference.

West Divide, Silt, and Contractor agree as follows:

### ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, drawings, specifications, bids, proposals and other documents listed in this Contract, and modifications issued after execution of this Contract. These documents form the Contract, and are fully part of the Contract as if fully set forth herein. The Contract represents the entire and integrated agreement between the parties hereto and supercedes prior negotiations, representations or agreements, either written or oral. A listing of the Contract Documents, other than modifications, appears in Article IX.

### ARTICLE II THE WORK OF THIS CONTRACT

The Contractor shall execute and complete the entire work described in the Contract Documents, except as expressly identified in the Contract Documents to be the responsibility of others, or as follows:

**The concrete estimate as provided in the Contractor's original proposal dated September 13, 2005, will be superceded by a subcontract between West Divide, Silt and a concrete subcontractor. Contractor shall not be responsible for constructing the building that will enclose the pump station at the Silt Pump Canal.**

### ARTICLE III DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION OF WORK

- 3.1 The date of commencement of work shall be within 5 days of the date of execution of this Contract. Contractor shall proceed to complete the Project contemplated by this Contract as soon as practicable.
- 3.2 The Contractor shall achieve substantial completion of the Project no later than April 1, 2006. As used in this contract, "substantial compliance" shall mean that the Project is fully capable of operating as intended. Excavation shall not be commenced on structures affecting the Silt



Pump Canal or the West Lateral, until and unless Contractor has obtained all necessary labor, materials, and machinery to complete the work by April 1, 2006. If excavation does commence on the structures affecting the Silt Pump Canal or the West Lateral, and Contractor is unable to complete the Project by April 1, 2006, West Divide and Silt shall have the option to require that the Silt Pump Canal, West Lateral and the lateral ditch affected by the Project be restored to fully operable condition, on or before April 7, 2006, at Contractor's sole cost and expense. In the event that this option is exercised, work on the Project shall be suspended as necessary to allow Silt to deliver water to its customers during the 2006 irrigation season, and the deadline for completing the Project shall be extended to a date mutually determined by the Parties, but in no event later than after November 30, 2006.

#### **ARTICLE IV CONTRACT SUM**

- 4.1 West Divide and Silt shall pay Contractor in good funds for the Contractor's performance of the Contract, the sum of \$148,500.00 ("Contract Sum"), subject to additions and deductions as provided in the Contract Documents and specifically referenced in this Article IV.
- 4.2 The Contract Sum of \$148,500.00 does not include any structural concrete work or the construction of the pump house as contemplated by the Contract Documents. The Contract Sum shall be adjusted to reflect the actual cost of PVC pipe at the time PVC pipe is purchased by Contractor. The current PVC price is: 15" 80 PSI - \$10.07/LF; 15" 100PSI - \$12.01/LF. The Contract Sum will be adjusted for the 15" PVC pipe to a rate of 8% over Contractor's invoice at the time PVC pipe is purchased by Contractor.
- 4.3 The Contract Sum is based upon the revised bid/proposal submitted by Contractor on or about October 6, 2005.
- 4.4 West Divide and Silt shall receive a credit towards payment of the Contract Sum equal to the value of in-kind contributions made by employees or agents of Silt, provided the amount and nature of such in-kind services are discussed by and first agreed upon by the parties hereto.

#### **ARTICLE V PAYMENTS**

Contractor shall be paid 30% of the Contract Sum upon commencement of work, 30% upon delivery of the pump, 30% upon delivery of the PVC pipe, and 10% upon completion of the Project.

## **ARTICLE VI INSURANCE**

At the sole cost of Contractor, Contractor shall carry and maintain in full force and effect throughout the course of the Project, and shall provide West Divide with evidence of workers' compensation and employer's insurance and liability insurance, sufficient to provide adequate coverage for any and all reasonably foreseeable claims and losses potentially associated with the Project. At a minimum, such insurance shall be written for limits of liability as follows:

1. Commercial General Liability:
  - A. Bodily Injury and Property Damage: \$1,000,000 each occurrence and \$1,000,000 aggregate.
  - B. Personal Injury: \$1,000,000 each occurrence and \$1,000,000 aggregate.
2. Commercial Automobile Liability:
  - A. Bodily Injury and Property Damage: \$1,000,000 any one incident or loss
3. Workers' Compensation and Employer's Liability:
  - A. Workers' Compensation: Statutory
  - B. Employer's Liability: \$100,000 each accident; \$100,000 disease - each employee; and \$500,000 disease - policy limit.

The commercial general liability and commercial automobile liability policies required hereunder shall include the Colorado River Water Conservation District ("River District"), West Divide, and Silt as additional named insureds. Contractor shall supply West Divide with a certificate of insurance prior to commencement of work and shall include a provision that the policies may not be cancelled, terminated, changed or modified without 30 days written notice to the River District, West Divide, and Silt. Each certificate of insurance must reference contract number CG05021.

## **ARTICLE VII HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall hold harmless and indemnify West Divide and Silt from and against any claims for injuries to persons or property resulting from Contractor's work on the Project. West Divide and Silt do not hereby waive any application of the Colorado Governmental Immunity Act, and no third party beneficiaries are intended or created by this Contract.

## **ARTICLE VIII TERMINATION OR SUSPENSION**

The contract may be terminated by West Divide and Silt or the Contractor for substantial non-compliance with the terms of this Contract. Notice of termination shall be given in accordance with Article XVI below.

**ARTICLE IX  
ENUMERATION OF CONTRACT DOCUMENTS.**

The Contract Documents, except for modifications issued after execution of this Contract, are comprised of the following:

1. Scope of Work prepared by West Divide dated August 26, 2005, attached as Exhibit A;
2. Letter proposal from Roger L. Chelewski, Chelewski Pipe & Supply Company, dated October 6, 2005, attached as Exhibit B; and
3. Letter proposal from Roger L. Chelewski, Chelewski Pipe & Supply Company including all drawing and specifications of the Project, dated September 13, 2005, attached as Exhibit C.

**ARTICLE X  
EQUAL EMPLOYMENT OPPORTUNITY &  
COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**

10.1 During the performance of this Contract, Contractor agrees as follows:

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.
- (c) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.2 During the performance of this Contract, Contractor agrees as follows:

(a) Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Contractor recognizes and agrees that such Federal assistance will be

extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

## **ARTICLE XI BINDING AGREEMENT**

This Contract shall be binding upon the parties hereto, their heirs, successors and assigns. This Contract shall not be assignable, except upon the prior written consent of all parties.

## **ARTICLE XII REPRESENTATIONS**

The individuals executing this Contract represent and warrant that he or she has been duly authorized by one of the parties to execute this Contract, that all approvals necessary to execute this Contract have been obtained, and has authority to bind said party to the terms hereof.

## **ARTICLE XIII CONTINGENCIES**

13.1 This Contract shall be contingent upon:

- (a) West Divide and Silt receiving grant funds from the U.S. Bureau of Reclamation in the amount of \$201,898.00 and from the Colorado River Water Conservation District in the amount of \$30,000.00;
- (b) West Divide and Silt obtaining easement agreements from property owners affected by the Project; and
- (c) West Divide and Silt obtaining approval of a Contract with the U.S. Bureau of Reclamation for the carriage of non-Silt Project irrigation water through Silt Project facilities.
- (d) The deadline referenced in the first sentence of Article 3.2 is contingent upon the timely completion of work by other contractors for electrical and concrete work. Should there be a delay in the completion of electrical or concrete work, the parties shall proceed in good faith to renegotiate the date by which the Project will be completed by Contractor.

13.2 In the event any of the contingencies in 13.1(a) - (c) above are not met, West Divide and Silt, at their sole option, may terminate this Contract upon 7 days notice to Contractor. In the event West Divide and Silt elect to so terminate this Contract, Contractor shall be paid for work completed on a time and materials basis, not to exceed the Contract Sum.

## **ARTICLE XIV**

## BREACH AND REMEDIES

In the event Contractor fails to perform the work as detailed in the plans and specifications of the Project and within the time frame described herein, Contractor shall be in breach of this Contract. In the event of a breach of this Contract, West Divide and Silt shall have all remedies available pursuant to the laws of the State of Colorado.

In the event West Divide and Silt fail to make payments as described herein, West Divide and Silt shall be in breach of this Contract. In the event of a breach of this Contract, Contractor shall have all remedies available pursuant to the laws of the State of Colorado.

## ARTICLE XV JURISDICTION

Jurisdiction for purposes of any potential dispute regarding this Contract shall be District Court, Garfield County, Colorado. In the event of a dispute regarding this Contract, reasonable attorney fees and costs shall be awarded to the prevailing party

## ARTICLE XVI NOTICES

Any notice required by or made pursuant to this Contract shall be made by giving the party to be noticed a written statement thereof by hand delivering or mailing the same by first class, United States postage at or to the following addresses:

*To West Divide:*  
West Divide Water Conservancy District  
c/o Secretary  
109 West Fourth Street  
Post Office Box 1478  
Rifle, CO 81650

*To Silt:*  
Silt Water Conservancy District  
c/o Secretary  
120 South Seventh  
P.O. Box 216  
Silt, CO 81652

*To Contractor:*  
Chelewski Pipe & Suply, Inc.  
c/o Roger L. Chelewski  
0097 Miller Lane

Rifle, CO 81650

The parties may change their addresses for receipt of notice by giving notice as provided herein.

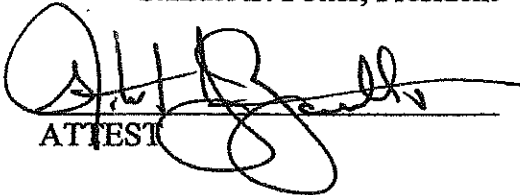
**ARTICLE XVI**  
**COOPERATION TO COMPLY WITH GRANT REQUIREMENTS**

The Parties expressly acknowledge that a significant amount of the funding for the Project shall be received from the U.S. Bureau of Reclamation ("Bureau") and the Colorado River Water Conservation District ("River District"). The Parties shall cooperate to meet any requirements of the Bureau or the River District and agree to execute any subsequent or clarifying documents required by the Bureau or the River District, so long as the same do not cause the Contractor to incur additional expense.

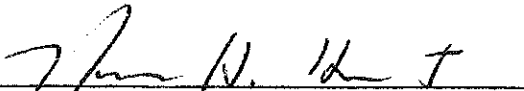
**WEST DIVIDE WATER CONSERVANCY**

By   
Samuel B. Potter, President

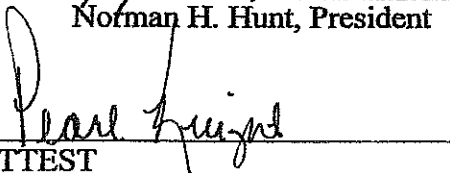
Dated 10/12/05

  
ATTEST

**SILT WATER CONSERVANCY DISTRICT**

By   
Norman H. Hunt, President

Dated 10/17/05

  
ATTEST

**CHELEWSKI PIPE & SUPPLY, INC.**

By   
Roger L. Chelewski, President

Dated 10/17/05

**REQUEST FOR PROPOSALS TO**

**DESIGN AND CONSTRUCT**

**A WATER DELIVERY SYSTEM TO CONNECT THE  
SILT PUMP CANAL WITH THE WEST LATERAL OF  
THE FARMERS IRRIGATION CANAL**

**SILT WATER CONSERVANCY DISTRICT  
AND  
WEST DIVIDE WATER CONSERVANCY DISTRICT**

August 26, 2005

The Silt Water Conservancy District and the West Divide Water Conservancy District are seeking bids to *Design and Construct* a water delivery system (The Project) to connect the Silt Pump Canal of the Silt Project with the West Lateral of the Farmers Irrigation Canal. The primary objective of the Project is to pump 6.0 cubic feet per second (cfs) of water from the Pump Canal and deliver this water to the West Lateral. A secondary objective of the Project is to allow the gravity diversion of water from the West Lateral downstream to the Pump Canal at such times when the pumping station is not being operated. Also, several irrigation turnouts will be constructed to improve irrigation efficiency in the area.

#### **1.0 PROJECT DESCRIPTION**

The Project will consist of the following primary elements:

**Pump Station.** An electric powered pump station will be located on the north bank of the Silt Pump Canal within the Southeast  $\frac{1}{4}$  of Section 34, T. 5S., R.92 W., as illustrated on the attached Figure 1. The pump station will be located at an elevation of approximately 5,600 feet msl. The capacity of the pump station will be a minimum of 6.0 cfs. A control structure within the existing Silt Pump Canal will be constructed to allow the diversion of water into the pump station while maintaining flow in the canal past the pumping facility.

**Pump Building.** A sound proofed building or other enclosure will house the pump station. The exterior of the building will be compatible with local visual conditions. The building will provide easy access for the maintenance or repair of pump facilities.

Exhibit A



Pumpline. A buried pumpline approximately 2,900 feet in length will be constructed from the pump station to the West Lateral. The specific alignment of the pumpline is depicted on Figure 1. A 40 foot easement along this alignment will be secured for purposes of the construction of the pumpline. The pumpline will terminate at an elevation of approximately 5,710 feet msl. Following placement of the buried pumpline, the ground surface will be smoothed and graded to blend in with existing topography.

West Lateral Outlet Structure. The pumpline will terminate at an outlet structure on the West Lateral of the Farmers Irrigation Canal. The location of the outlet is depicted on Figure 1, and is located in the vicinity of headgates #45 and #46 of the West Lateral. The outlet structure will include a measuring device to measure the amount of water delivered through the pumpline. The outlet structure will also allow the gravity diversion of water from the West Lateral downstream to the Pump Canal at such times when the pumping station is not being operated. Existing headgates #45 and #46 will be replaced and integrated into the outlet structure, along with one new outlet.

New Pumpline Turnouts (2). Two valved turnouts will be constructed along the pumpline as illustrated in Figure 1. Measuring devices will be constructed to measure flow delivered through each turnout.

Turnout for Headgate #45 Users below the Silt Pump Canal. The existing pipeline that delivers water to Headgate #45 users situated below the Silt Pump Canal will be connected to the new pumpline. The location of this connection is illustrated on Figure 1. A control valve and measuring device will be required.

## **2.0 PROJECT SCHEDULE**

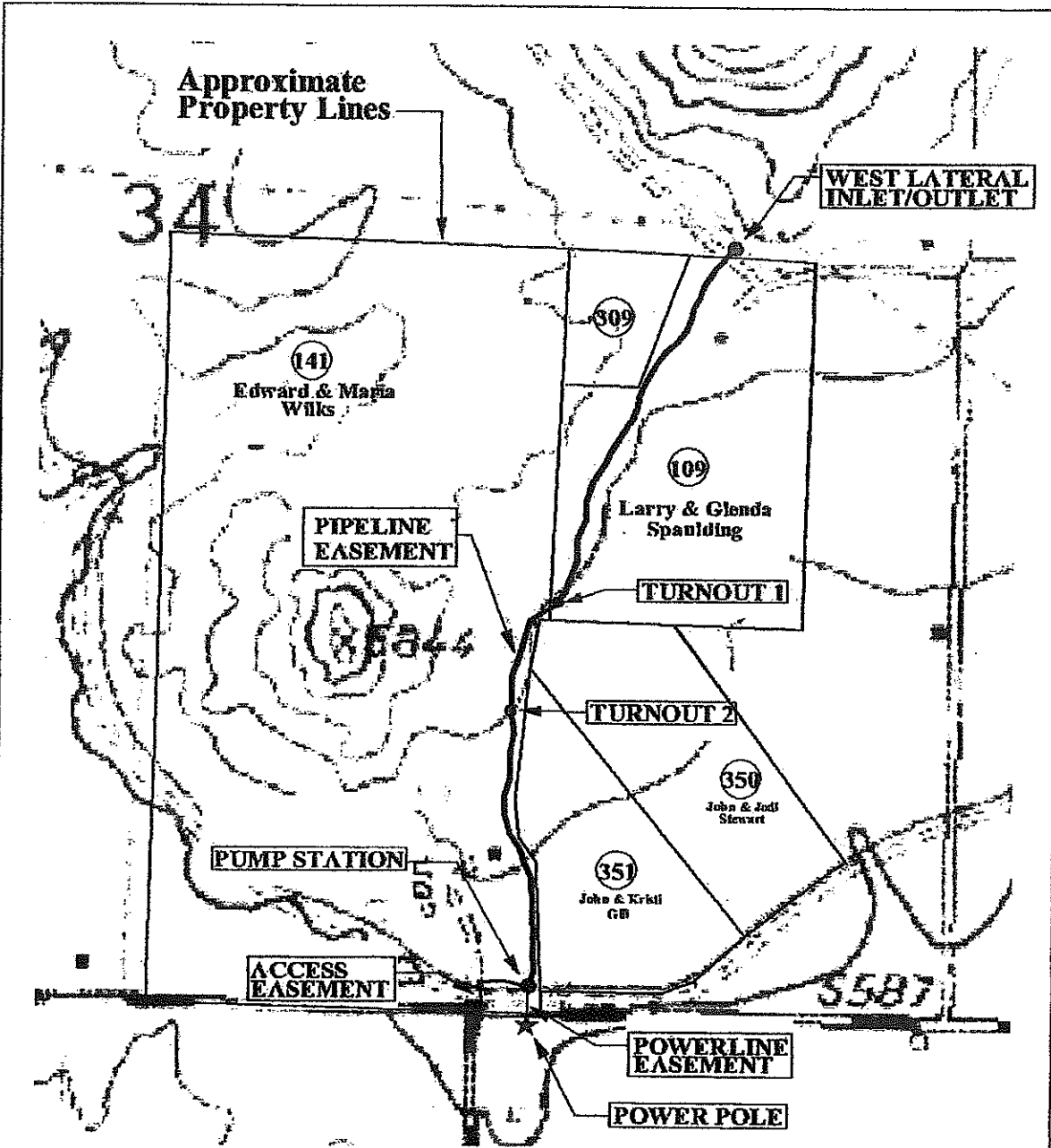
Construction of the Project may be initiated on October 17, 2005. All structural concrete work must be completed by November 30, 2005. The entire project must be completed and operational by April 1, 2006.

## **3.0 SUBMITTAL REQUIREMENTS**

Interested contractors should submit a proposal to the West Divide Water Conservancy District at 109 W. 4<sup>th</sup> St., Rifle Colorado, 81650 no later than 5 PM on September 13, 2005. This proposal should include:

- The contractors experience and qualifications
- A list of subcontractors to be used, and their qualifications
- A preliminary design of the primary elements described above
- The total project cost

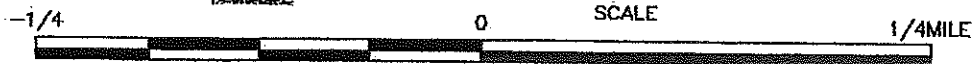
Any inquiries regarding this request for proposal should be directed to John Jewell at the Silt Water Conservancy District at (970) 876-2393.



**NOTE: All Pipeline, Access, and Powerline easements to be 50' in width.**

**EXHIBIT A  
 APPROXIMATE LOCATION OF TEMPORARY  
 CONSTRUCTION EASEMENTS  
 SILT PUMP CANAL /  
 WEST LATERAL INTERCONNECT**

**PREPARED FOR SILT WATER  
 CONSERVANCY DISTRICT  
 AUGUST, 2005**



**CHELEWSKI PIPE & SUPPLY, INC.**

ROGER L. CHELEWSKI  
0097 MILLER LANE  
RIFLE, CO 81650

TELEPHONE (970)625-3433  
FAX (970)625-9634

October 6, 2005

Grand River Consulting  
Kerry Sundeen  
710 Cooper Avenue, Suite 200  
Glenwood Springs, CO 81601

Dear Kerry:

As a result of the negotiations between the representatives of the Silt Water Conservancy District, Farmer's Irrigation Company, West Divide Water Conservancy District and Chelewski Pipe & Supply, Inc. on October 4, 2005, Chelewski Pipe & Supply, Inc. proposes to complete the proposed pipeline project for \$148,500.00.

The above quote does not include any structural concrete work or the construction of the pump house. Because of the unstable PVC market the above quote is adjustable depending on the price of the 15" PVC pipe at the time of purchase. The current PVC price is: 15" 80 PSI - \$10.07/LF, 15" 100 PSI - \$12.01/LF. The quote will be adjusted for the 15" PVC pipe to a rate of 8% over invoice at the time of purchase.

The terms of the quote are 30% down, 30% at delivery of the pump, 30% at delivery of the 15" PVC pipe, and 10% at completion.

If you have any questions please call. Thank you.

Sincerely,

Chelewski Pipe & Supply, Inc.



Roger L. Chelewski

Exhibit B

# CHELEWSKI PIPE & SUPPLY, INC.

---

ROGER L. CHELEWSKI  
0097 MILLER LANE  
RIFLE, CO 81650

TELEPHONE (970)625-1433  
FAX (970)625-9634

September 13, 2005

West Divide Water Conservancy District  
109 West Fourth Street  
Rifle, CO 81650

To Whom It May Concern:

Thank you for considering Chelewski Pipe & Supply for your pump and pipeline needs.

Attached is the preliminary design of the proposed project. The system would include a 150 HP VFD Vertical Shaft Turbine Pump (capable of pumping 2.5 - 6 cfs), inlet structure to accompany the pump, a 15" PVC mainline, a structure to discharge the water into the West Lateral, and 3 structures to discharge water to existing users along the pipeline. The system is also capable of delivering water from the West Lateral to the Pump Canal, if necessary.

Chelewski Pipe & Supply, Inc., with the attached listed major subcontractors, proposes to complete the above work for \$216,700.00.

The terms are 30% down, 30% after completion of structural concrete work, 30% at delivery of pump (approximately 12 weeks), and 10% at completion of the project.

If you have any questions please call. Thank you.

Sincerely,

Chelewski Pipe & Supply, Inc.



Roger L. Chelewski

Exhibit C

# CHELEWSKI PIPE & SUPPLY, INC.

---

ROGER L. CHELEWSKI  
0097 MILLER LANE  
RIFLE, CO 81650

TELEPHONE (970)625-1433  
FAX (970)625-9634

## Silt Pump Canal/West Lateral Interconnect Project List of Contractors

Chelewski Pipe & Supply, Inc.  
Roger or Lee Roy Chelewski  
0097 Miller Lane  
Rifle, CO 81650

Chelewski Pipe & Supply has been in business for 30+ years; doing irrigation and pipeline work in the valley.

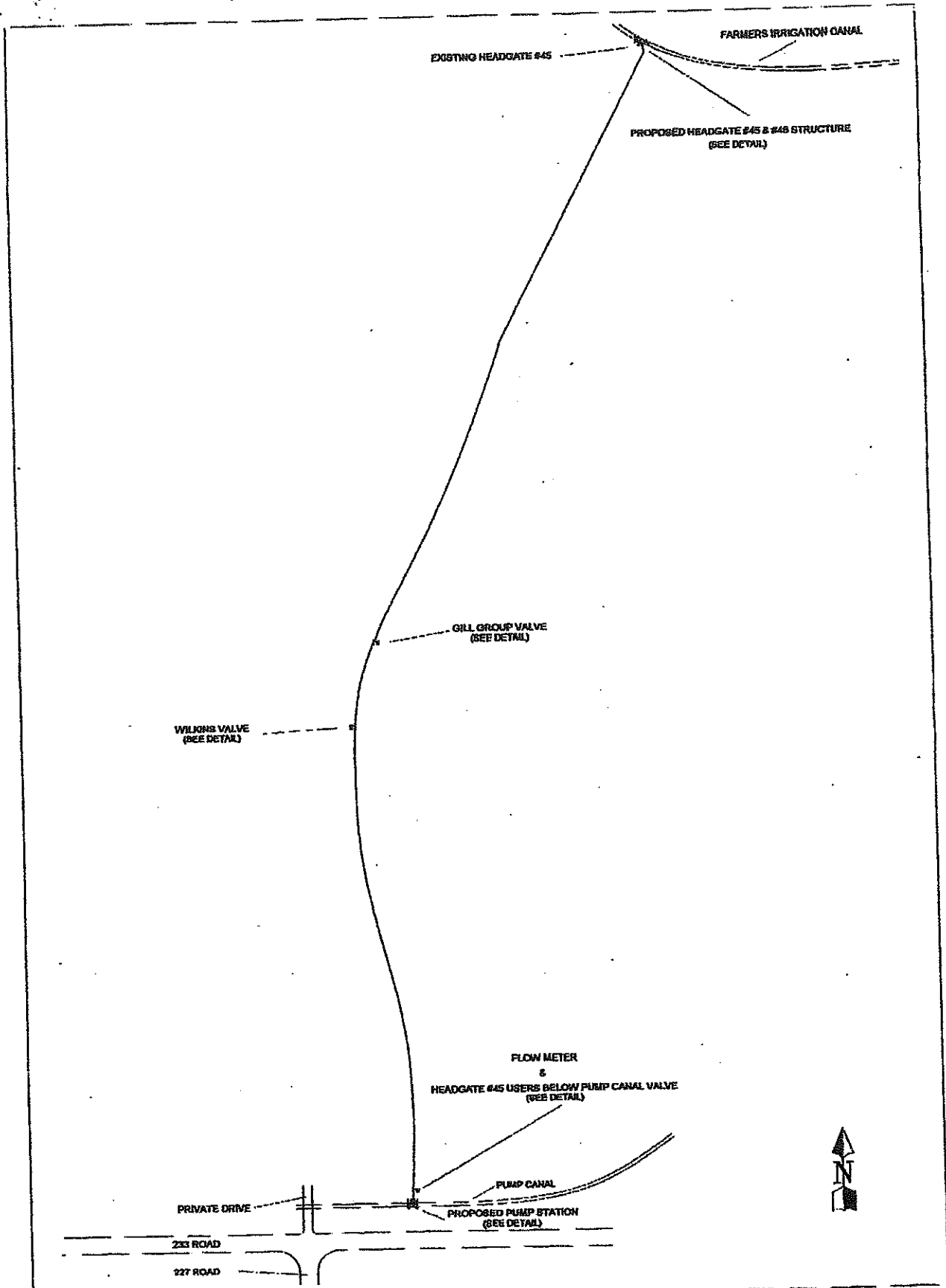
Lewis Excavating  
Charles Lewis  
3104 County Rd 331  
Silt, CO 81652

Lewis Excavation has been in business in the valley for 20+ years doing all kinds of excavation work, including doing excavation for pipelines and structures.

WW Concrete  
Walt Williams  
0123 Paseo Rd  
Carbondale, CO 81623

WW Concrete has been doing concrete work in the area for 20+ years; including small and large irrigation structures.

- ③ Electrician
- ④ welder
- ⑤ Bid

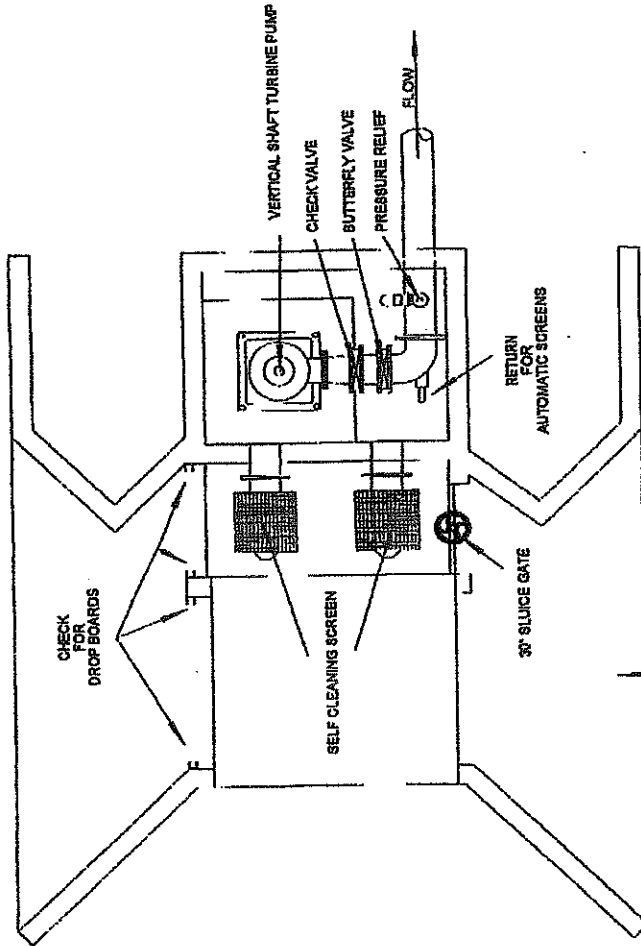


DATE: 07-05-06  
 DRAWN BY: RLS  
 CHECKED BY: RLS  
 PROJECT: SILT WATER CONS. DISTRICT  
 SHEET: 1 OF 2  
 SCALE: 1" = 200'  
 DRAWING NO.: 07-05-06

**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

**SHEET DESCRIPTION:**  
 PIPELINE DESIGN

**CHELEWSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)825-1433



PUMP CANAL FLOW

**CHEWMSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)825-1493

**SHEET DESCRIPTION:**  
 PUMP STATION DESIGN  
 (TOP VIEW)

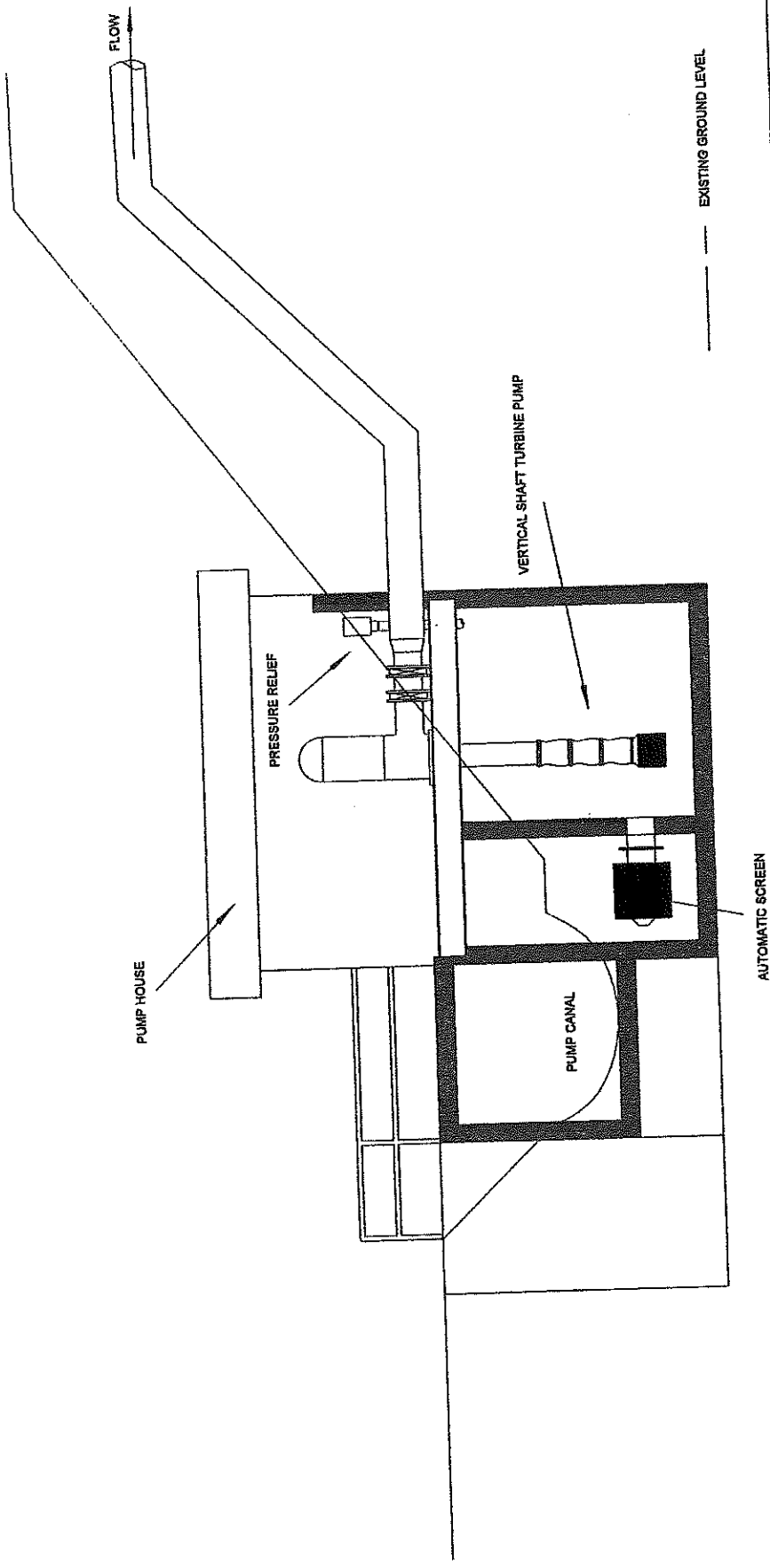
**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

**REVISIONS:**

DATE: 07-05-05  
 JOB #: SWCD2  
 DRAWN BY: RLC  
 CHECKED BY:

SCALE: 1" / 4'

SHEET: 2 OF 7



**CHELEWSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)625-1433

**SHEET DESCRIPTION:**  
 STRUCTURE DESIGN  
 PUMP HOUSE STRUCTURE

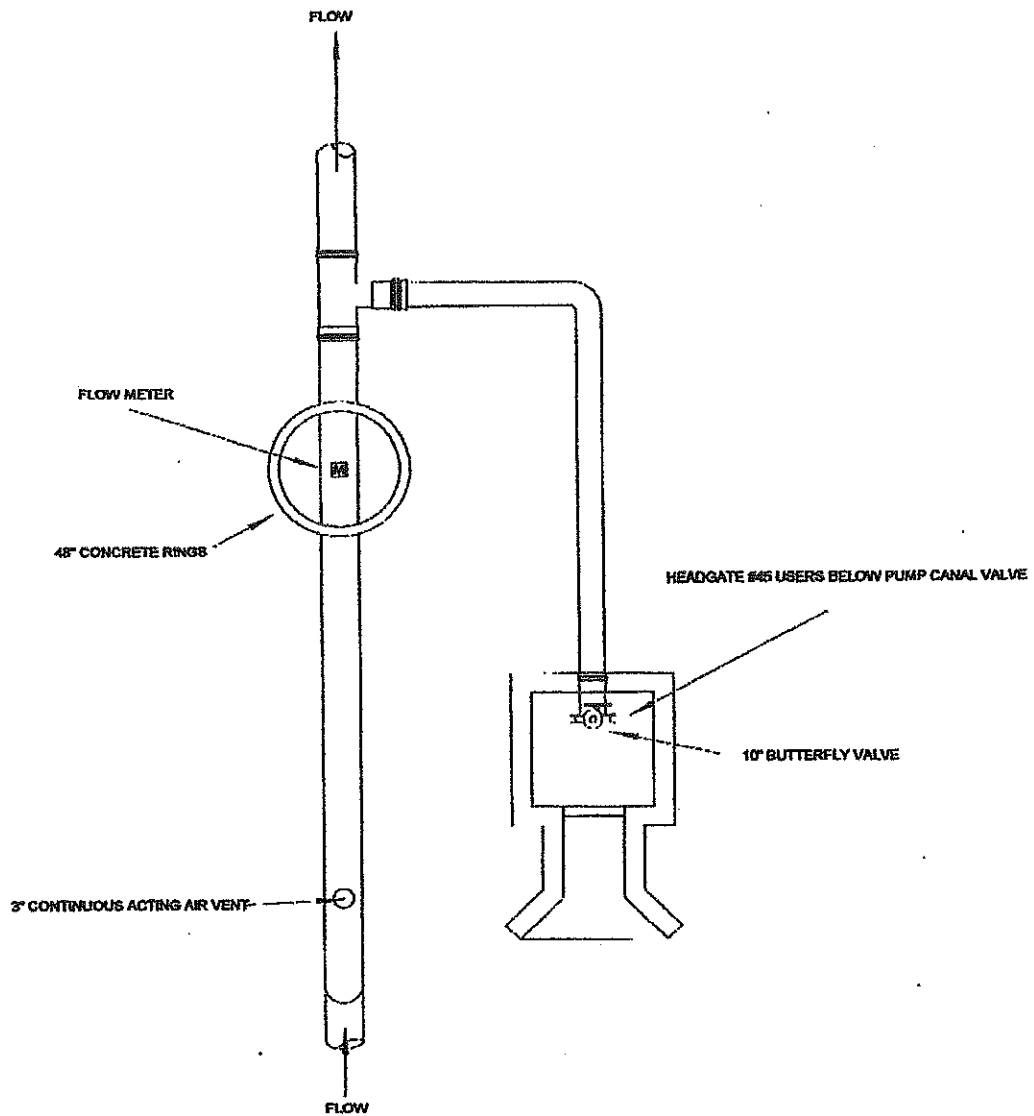
**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

REVISIONS:	
DATE:	07-05-05
JOB #:	SWCD2
DRAWN BY:	RLC
CHECKED BY:	

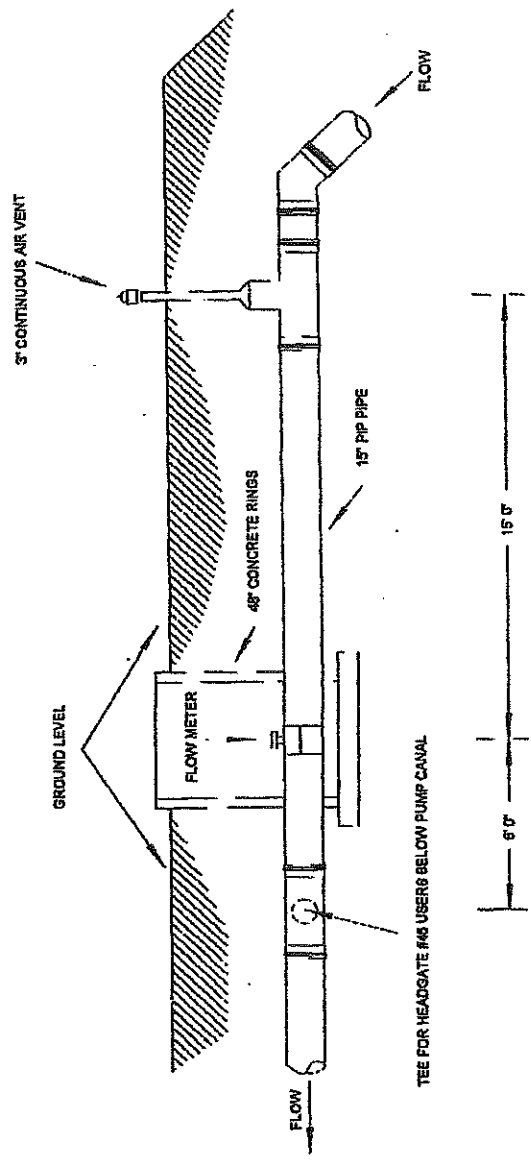
SCALE: 1" / 4'

SHEET: 3 OF 7





SHEET NO. 4 OF 7	SCALE 1" = 4'	DRAWN BY RLC	CHECKED BY RLC	DATE 07-25-05	JOB NO. S10022	PROJECT: SILT WATER CONS. DISTRICT SILT, CO 81652	SHEET DESCRIPTION: FLOWMETER & HEADGATE #45 USERS BELOW PUMP CANAL VALVE TOP VIEW	CHELEWSKI PIPE & SUPPLY, INC. 0097 MILLER LANE RIFLE, CO 81650 (970)625-1433
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**CHELEWSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)825-1433

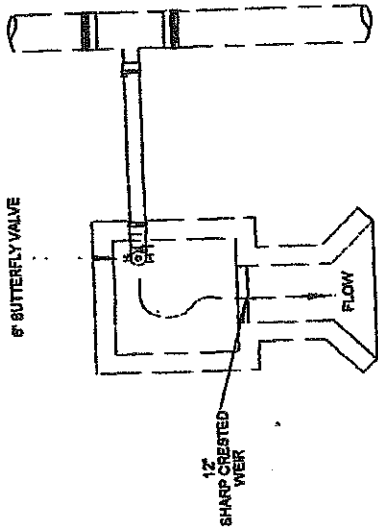
**SHEET DESCRIPTION:**  
 FLOW METER  
 CROSS SECTION DESIGN

**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

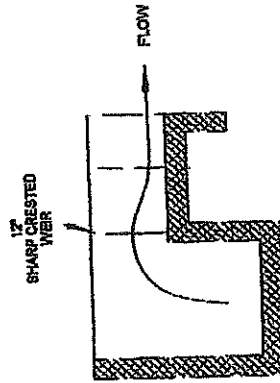
REVISIONS	
DATE:	07-05-05
JOB #	SWCD2
DRAWN BY:	RLC
CHECKED BY:	

**SCALE:**  
 1" / 4'

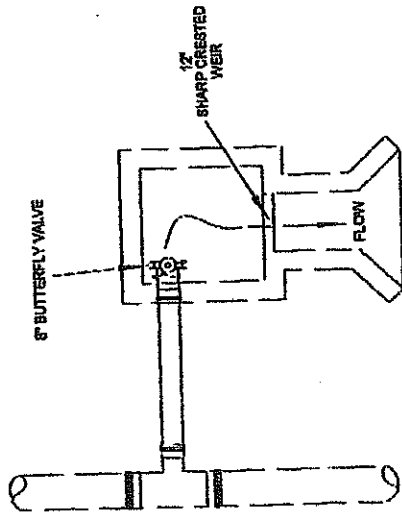
**SHEET:**  
 5 OF 7



WILKINS



CROSS SECTION



GILL GROUP

**CHEWMSKI PIPE & SUPPLY, INC.**  
 0097 MILLER LANE  
 RIFLE, CO 81650  
 (970)625-1433

**SHEET DESCRIPTION:**  
 VALVE DESIGN

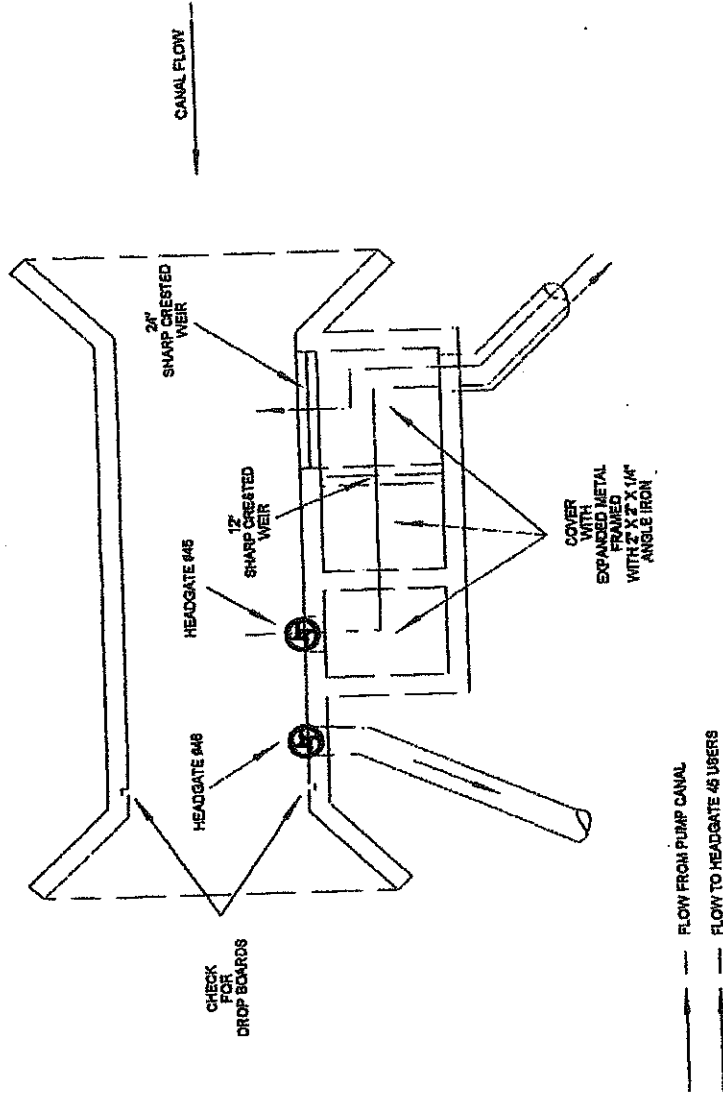
**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

**REVISIONS:**

DATE: 07-05-05  
 JOB #: SWCD2  
 DRAWN BY: RLC  
 CHECKED BY:

SCALE: 1" / 4"

SHEET: 6 OF 7



**CHELEMKI PIPE & SUPPLY, INC.**  
 0087 MILLER LANE  
 RIFLE, CO 81650  
 (970)825-1433

**SHEET DESCRIPTION:**  
 HEADGATE #45 & #46  
 STRUCTURE DESIGN

**PROJECT:**  
 SILT WATER CONS. DISTRICT  
 SILT, CO 81652

REVISIONS:	
DATE:	07-05-05
JOB #:	SWCD2
DRAWN BY:	RLC
CHECKED BY:	

SCALE: 1" / 4'

SHEET: 7 OF 7

WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
(970) 625-5461  
water@wdwcd.org

MEETING NOTICE

WHAT: Board of Directors Meeting

WHERE: West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

WHEN: **TUESDAY**, NOVEMBER 15, 2005

TIME: 9:00 a.m.

AGENDA

1. Call to Order
2. Minutes of October 12, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
4. Joint Dinner Meeting with BWCD--November 18
5. Proposed 2006 Budget
6. Silt Interconnect
  - a. Grant Funds
  - b. Project Update
  - c. Dedication
  - d. Ratification of Contracts
    - (1.) Chelewski
    - (2.) Rando
    - (3.) Warren Act
7. Water Allotment Contracts
  - a. Applications/Contracts
  - b. Up-front payments
  - c. Silt Mesa Area B Notification
  - d. Overage on Usage Notification
8. Well Permits
9. Water Resources's Report
10. Hydrologist's Report
11. Attorney's Report
12. Adjourn

NEXT MEETING IS \_\_\_\_\_

WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET  
P. O. BOX 1478  
RIFLE, COLORADO 81650-1478  
TELEPHONE AND FAX (970) 625-5461  
water@wdwcd.org

Attendance Roster Board of Directors Meeting

Date: November 15, 2005

Time: 9:00 a.m

Place: District Office  
109 West Fourth Street  
Rifle, Colorado

Name	Company/mailling address
1. Janet Maddock	
2. Ed Olszewski	
3. Bob Zanella	
4. William Stark	
5. Mike Webb	
6. Jerry Sundeen	
7. Bruce Wampler	
8. Samuel Blotter	
9. Bruce Mills	
10.	
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

November 15, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney  
Bruce Mills, CPA

#### **Guests**

Mike Mello, DWR

#### **Directors and Staff Absent**

Kelly Couey, Vice President

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:00 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the October 12, 2005, meeting be approved as received; Bruce E. Wampler seconded; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** LaVerne Starbuck moved the attached list of bills be paid; Robert J. Zanella seconded; motion carried.

**Financial Statements:** LaVerne Starbuck moved the September Financial Statements as prepared by Bruce Mills, P.C. be accepted; Robert J. Zanella seconded; motion carried.

#### PROPOSED 2006 BUDGET

Bruce Mills presented the first draft of the proposed 2006 budget. Discussion followed. LaVerne Starbuck moved to create a separate enterprise fund for the Silt Interconnect project effective January 1, 2006; seconded by Robert J. Zanella; motion carried.

#### SILT INTERCONNECT

Kerry Sundeen gave a short update.

The Bureau of Reclamation will host a dedication of the project on December 12, at 10:00 a.m.

**Ratification of Contracts:** Robert J. Zanella moved ratification as amended of the Construction Agreements with Chelewski Pipe & Supply, Inc. and with Joe Rando, and the Warren Act Carriage Contract with the Bureau of Reclamation; seconded by Bruce E. Wampler; roll call: Samuel B. Potter--yes; Kelly Couey--absent; LaVerne Starbuck--yes; Bruce E. Wampler--yes; Robert J. Zanella--yes. The motion carried.

### WATER CONTRACTS

**TD Productions:** Robert J. Zanella moved approval of the application/contract for 2 af Direct Hauling; seconded by Bruce E. Wampler; motion carried.

**Springridge Place Homeowners Association:** Robert J. Zanella moved to move this application/contract off the table for consideration; seconded by LaVerne Starbuck; motion carried. Robert J. Zanella moved approval effective January 1, 2006, of this Fourmile, 1 af domestic application/contract; roll call: Samuel B. Potter--yes; Kelly Couey--absent; LaVerne Starbuck--yes; Bruce E. Wampler--abstain as he lives in this subdivision; Robert J. Zanella--yes. The motion carried.

**Up-front Payments:** Received a request for a contract from Flag Resources, Inc. with an up-front payment and a contract based on the amount of water needed to meet a call. Approval would entail a policy change. West Divide cannot provide an up-front payment contract, but would be willing to discuss contracting for the amount of water needed to meet a call. Referred request to counsel for negotiations and policy preparation.

**Silt Mesa Area B Notification:** Counsel drafted a form letter to be sent to all contractees that were in Area A, but now are in Area B because of the last change in the Area A line, cautioning them to keep their well permits current. Staff to send out letter.

**Overage on Usage Notification:** There are two contractees who have reported overages on their usage. Joan Savage is a few af over her contract at the end of October but predicts zero usage for November and December. Toby's Vacuum Truck Service, Inc. is substantially over its contracted amount and will continue to divert in November and December. Staff directed to notify Toby's Vacuum Truck Service, Inc. to amend its contract for 2006 to the projected number of af of usage for 2005, but to not charge for additional af for 2005.

Directed staff to draft policy that Direct Haulers will be notified to amend and increase their contracts for the subsequent year if the usage is over the contracted amount, but if there is a call on the river, they will be required to amend for the current year.

### WELL PERMITS

Directed Counsel to draft a letter to Hal Simpson requesting that West Divide be provided copies of all well permits based on West Divide contracts.



WATER RESOURCES'S REPORTS

Nothing additional to report.

HYDROLOGIST'S REPORT

Nothing additional to report.

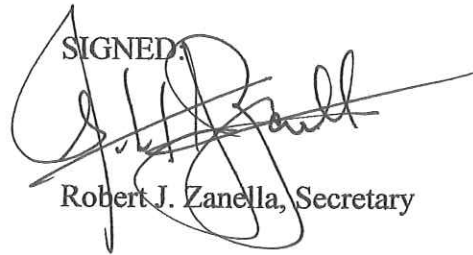
ATTORNEY'S REPORT

Received written report. Draft letter to attorneys explaining West Divide's augmentation program will be sent directly from West Divide. This information will also be added to the website.

ADJOURN

Meeting adjourned at 11:50 a.m.

SIGNED:

A handwritten signature in black ink, appearing to read "Robert J. Zanella", written over a horizontal line.

Robert J. Zanella, Secretary

ATTEST:

A handwritten signature in blue ink, appearing to read "Samuel B. Potter", written over a horizontal line.

Samuel B. Potter, President

West Divide Water Conservancy District-General Fund  
 Bills to be Paid  
 November 15, 2005

Num	Name	Memo	Account	Amount
2808	Maddock, Janet E	2750.00-445.99 Ins. =2304.01	5221 · Salary	2,304.01
2808	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2808	Maddock, Janet E		2205-FICA/MED/FWT Payable	-700.00
2808	Maddock, Janet E		2205-FICA/MED/FWT Payable	-142.85
2808	Maddock, Janet E		2205-FICA/MED/FWT Payable	-33.40
2808	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2809	Remington Square	November rent	5395 · Rent	458.25
2809	Remington Square	November utilities	5392 · Utilities	39.64
2810	Urman Company, The	Employee Oct. Ins.	5222 · Medical Insurance--Employee	360.91
2810	Urman Company, The	Family Oct. Ins.	5223 · Medical Insurance Dependent	445.99
2811	Marc L. Whitman, CPA	2004 audit	5180 · Audit Preparation	5,000.00
2812	Pioneer Machine & Tool	November outside janitorial	5396 · Janitorial	40.00
2812	Pioneer Machine & Tool	November inside janitorial	5396 · Janitorial	40.00
2813	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2813	Alpine Bank	Employee Medicare	2205-FICA/MED/FWT Payable	33.40
2813	Alpine Bank	Company Medicare	2205-FICA/MED/FWT Payable	33.40
2813	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	142.85
2813	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	142.85
2814	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2814	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2815	Xcel Energy	Sept.	5392 · Utilities	35.99
2816	Qwest	October	5390 · Telephone	148.22
2817	Olszewski & Massih, P.C.	Mtg & preparation, etc.	5280 · Legal	967.06
2818	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	26.90
2819	Viking Office Products	Envelopes	5100 · Office Supplies	195.45
2820	Bruce Mills, P.C.	Feb. - Oct.	5150 · Accounting	4,000.00
				<u>14,133.09</u>




West Divide Water Conservancy District-General Stored Water  
 Bills to be Paid  
 November 15, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1570	Olszewski & Massih, P.C.	CRWCD	7045 · Legal	216.00
1570	Olszewski & Massih, P.C.	Alsburly	7045 · Legal	96.00
1570	Olszewski & Massih, P.C.	Contracts	7045 · Legal	480.00
1570	Olszewski & Massih, P.C.	02CW123 Umbrellas Plan	7045 · Legal	204.00
1570	Olszewski & Massih, P.C.	Central City	7045 · Legal	108.00
1570	Olszewski & Massih, P.C.	Silt Mesa Interconnect	7045 · Legal	3,132.00
1570	Olszewski & Massih, P.C.	Marshall Opposition	7045 · Legal	132.00
1570	Olszewski & Massih, P.C.	EnCana Opposition	7045 · Legal	96.00
1570	Olszewski & Massih, P.C.	Resume Review	7045 · Legal	120.00
1570	Olszewski & Massih, P.C.	Rock n Pines	7045 · Legal	60.00
1570	Olszewski & Massih, P.C.	Misc.	7045 · Legal	156.00
1570	Olszewski & Massih, P.C.	SSP Renewal Alsburly	7046 · Legal Publications/filing fees	327.70
1570	Olszewski & Massih, P.C.	SSP Colo River	7046 · Legal Publications/filing fees	404.57
				5,532.27



West Divide Water Conservancy District-Fourmile Creek  
 Bills to be Paid  
 November 15, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1405	Olszewski & Massih, P.C.	Opposition	8050 · Legal	96.00
1405	Olszewski & Massih, P.C.	General	8050 · Legal	528.00
1405	Olszewski & Massih, P.C.	SSP Renewal	8055 · Legal Publications/Filing Fees	341.54
				965.54



**WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 WEST FOURTH STREET P. O. BOX 1478  
RIFLE, COLORADO 81650-1478**

**MEETING NOTICE**

WHAT: Board of Directors Meeting

WHERE: West Divide Water Conservancy District Office  
109 West Fourth Street  
Rifle, Colorado

WHEN: Thursday, December 15, 2005

TIME: 9:00 a.m.

**AGENDA**

1. Call to Order
2. Minutes of November 15, 2005, meeting
3. Financial Report
  - a. Bills to be Paid
  - b. Financial Statements
  - c. Resolution creating Silt Interconnect Enterprise Fund.

***PUBLIC HEARING (9:30 A.M.)***

1. *Proposed 2006 Budgets*
    - a. *General Fund*
    - b. *General Stored Water Enterprise Fund*
    - c. *Fourmile Creek Enterprise Fund*
    - d. *Silt Interconnect Enterprise Fund*
  2. *Resolution to Appropriate Sums of Money*
  3. *Resolution to set Mill Levies*
  4. *Resolution Designating all Year-end Fund Balances as a "Reserve Increase"*  
***Close public hearing and resume regular meeting***
4. Silt Interconnect
    - a. Update
    - b. Addendum to Construction Agreement
    - c. Bureau of Reclamation Dedication
  5. Direct Hauling Resolution
  6. Water Allotment Contracts
  7. Water Resources's Report
  8. Hydrologist's Report
  9. Attorney's Report
    - a. Alsbury Inundation
    - b. Administration of Fourmile SSP and Aug Plan
  10. Election of Officers
  11. Schedule January meeting
  12. Adjourn

**WEST DIVIDE WATER CONSERVANCY DISTRICT**  
**109 WEST FOURTH STREET**  
**P. O. BOX 1478**  
**RIFLE, COLORADO 81650-1478**  
**TELEPHONE AND FAX (970) 625-5461**  
**water@wdwcd.org**

Attendance Roster Board of Directors Meeting

**Date:** December 15, 2005

**Time:** 9:00 a.m

**Place:** District Office  
 109 West Fourth Street  
 Rifle, Colorado

Name	Company/mailling address
1. Janet Maddock	
2. Bob Zanella	
3. <i>[Signature]</i>	
4. Leanne Stuebner	WDWCD
5. Mike Mills	DWR
6. Jim Lemon	DWR
7. Bruce Wampler	
8. Kelly Sweeney	
9. Ed Olszewski	
10. Bruce Mills	
11.	
12.	
13.	
14.	

# WEST DIVIDE WATER CONSERVANCY DISTRICT

## MINUTES OF BOARD OF DIRECTORS MEETING

DECEMBER 15, 2005

### ATTENDANCE ROSTER

#### **Directors & Staff Present**

Samuel B. Potter, President  
LaVerne Starbuck, Treasurer  
Robert J. Zanella, Secretary  
Bruce E. Wampler, Director  
Janet Maddock, Office Manager  
Kerry D. Sundeen, Hydrologist  
Edward B. Olszewski, Attorney  
Bruce Mills, CPA

#### **Directors and Staff Absent**

Kelly Couey, Vice President

#### **Guests**

Mike Mello, DWR  
Jim Lemon, DWR

#### CALL TO ORDER

The regular Board of Directors meeting was called to order at 9:00 a.m. by President Samuel B. Potter.

#### MINUTES

Robert J. Zanella moved the minutes of the November 15, 2005, meeting be approved as received; Bruce E. Wampler seconded; motion carried.

#### FINANCE REPORT

**Bills to be Paid:** Robert J. Zanella moved the attached list of bills be paid; Bruce E. Wampler seconded; motion carried.

**Financial Statements:** LaVerne Starbuck moved the October 2005, Financial Statements as prepared by Bruce Mills, P.C. be accepted; Robert J. Zanella seconded; motion carried.

#### SILT INTERCONNECT

**Addendum to Construction Agreement:** Bruce E. Wampler moved to adopt Addendum to Construction Agreement with Joe Rando (Addendum attached); seconded by Robert J. Zanella; roll call: Samuel B. Potter -- yes; Kelly Couey -- absent; LaVerne Starbuck -- yes; Bruce E. Wampler--yes; Robert J. Zanella--yes. Motion carried.

**Bureau of Reclamation Dedication:** Samuel B. Potter and Robert J. Zanella represented West Divide at the dedication of the Silt Interconnect project and recognition of the grant disbursement. Sam spoke briefly. All three Grand Junction television stations were represented.

CREATION OF SILT INTERCONNECT ENTERPRISE FUND

Robert J. Zanella moved to adopt Resolution 05-09, Resolution to Create Silt Interconnect Enterprise Fund; seconded by Bruce E. Wampler; roll call: Samuel B. Potter -- yes; Kelly Couey -- absent; LaVerne Starbuck -- yes; Bruce E. Wampler--yes; Robert J. Zanella--yes. Resolution duly adopted. (Resolution attached)

**PUBLIC HEARING**

At 9:30 a.m. the President announced the meeting would move into a public hearing regarding the 2006 proposed budgets, pursuant to the public notice published in the Post Independent announcing this meeting. No one from the public present, the Board of Directors proceeded to review the proposed 2006 budgets.

Robert J. Zanella moved to adopt Resolutions 05-10 through 05-15; seconded by Bruce E. Wampler; roll call: Samuel B. Potter -- yes; Kelly Couey -- absent; LaVerne Starbuck -- yes; Bruce E. Wampler--yes; Robert J. Zanella--yes. Resolutions duly adopted. (Copies attached)

Robert J. Zanella moved to adopt Resolution 05-16, Resolution Designating all Year-end Fund Balances as a "Reserve Increase"; seconded by Bruce E. Wampler ; roll call. Samuel B. Potter -- yes; Kelly Couey -- absent; LaVerne Starbuck-- yes; Bruce E. Wampler--yes; Robert J. Zanella--yes. Resolution duly adopted. (Copy attached.)

**Close public hearing and resume regular meeting at 9:40 a.m. .**

DIRECT HAULING RESOLUTION

Robert J. Zanella moved to adopt Resolution 05-17, Resolution Setting Policy Regarding Direct Hauler Fees; seconded by LaVerne Starbuck; roll call: Samuel B. Potter -- yes; Kelly Couey -- absent; LaVerne Starbuck -- yes; Bruce E. Wampler--yes; Robert J. Zanella--yes. Motion carried. (Resolution Attached.)

WATER CONTRACTS

**Assignment from Patty L. Clark to Guberto Estrada:** Robert J. Zanella moved to approve this assignment for 1 af domestic; seconded by Bruce E. Wampler; motion carried.

**Assignment from Gene Verkerk to Robert R. and Teresa A. Hoffpauir:** Robert J. Zanella moved to approve this assignment for 1 af domestic; seconded by Bruce E. Wampler; motion carried.

**Juan and Kathy Suarez:** Robert J. Zanella moved to approve two separate applications/contracts, each 1 af domestic, effective 1/1/06; seconded by Bruce E. Wampler; motion carried.

**Gilbert Ramirez:** Robert J. Zanella moved approval of this application/contract for 1 af commercial, effective 1/1/06; seconded by Bruce E. Wampler; motion carried.

WATER RESOURCES'S REPORT

Jim Lemon expressed thanks for the invitation to the joint dinner between West Divide and the Basalt Districts. In regard to Alsbury Reservoir, he stated administrative releases were overlooked for 2005. Need to be sure to release in 2006.

HYDROLOGIST'S REPORT

The annual accounting is completed and delivered to the Division of Water Resources.

ATTORNEY'S REPORT

Robert J. Zanella moved to recess to Executive Session at 10:40 a.m. to discuss pending litigation. Moved out of Executive Session at 11:30 a.m.

Robert J. Zanella moved to instruct counsel to go to litigation with regard to the Fourmile/Zilm issue and to contact Hal Simpson with regard to the TSSP situation; seconded by Bruce E. Wampler; motion carried.

ELECTION OF OFFICERS

Bruce E. Wampler moved to retain officers in current positions; seconded by LaVerne Starbuck; motion carried.

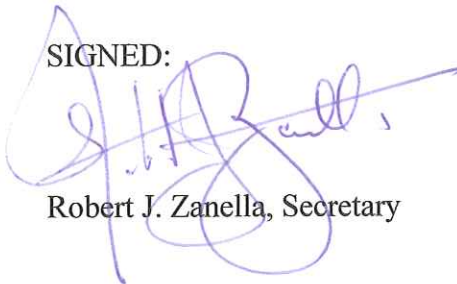
JANUARY MEETING

The January meeting is scheduled for Wednesday, January 18, 2006.

ADJOURN

The meeting was adjourned at 11:30 a.m.

SIGNED:



Robert J. Zanella, Secretary

ATTEST:



Samuel B. Potter, President




West Divide Water Conservancy District-General Fund  
 Bills to be Paid  
 December 15, 2005

Num	Name	Memo	Account	Amount
2821	Maddock, Janet E	2750.00-445.99 Ins.=2304.01	5221 · Salary	2,304.01
2821	Maddock, Janet E		2227 · Simple IRA Payable	-833.00
2821	Maddock, Janet E		2205-FICA/MED/FWT Payable	-700.00
2821	Maddock, Janet E		2205-FICA/MED/FWT Payable	-142.85
2821	Maddock, Janet E		2205-FICA/MED/FWT Payable	-33.40
2821	Maddock, Janet E		2210-Colorado With. Payable	-175.00
2822	void			
2822	void			
2823	Grand River Consulting Corp.	Board Meetings, mileage, etc.	5260 · Engineer	1,750.00
2824	Pioneer Machine & Tool	December outside janitoriall	5396 · Janitorial	40.00
2824	Pioneer Machine & Tool	December inside janitorial	5396 · Janitorial	40.00
2825	Qwest	November	5390 · Telephone	140.44
2826	Country Florist	Flowers--Ken Balcomb Service	5100 · Office Supplies	50.00
2827	Remington Square	December rent	5395 · Rent	458.25
2827	Remington Square	December utilities	5392 · Utilities	101.66
2828	Sopris Surfers LLC	11/12/05 - 2/12/06	5393. · Internet	42.00
2829	Viking Office Products	Office supplies	5100 · Office Supplies	76.67
2830	void			
2831	Olszewski & Massih, P.C.	Mtg & preparation, etc.	5280 · Legal	1,331.06
2832	Urman Company, The	Employee Oct. Ins.	5222 · Medical Insurance--Employee	342.57
2832	Urman Company, The	Family Oct. Ins.	5223 · Medical Insurance Dependent	445.99
2833	Alpine Bank	Employee FWT	2205-FICA/MED/FWT Payable	700.00
2833	Alpine Bank	Employee Medicare	2205-FICA/MED/FWT Payable	33.40
2833	Alpine Bank	Company Medicare	2205-FICA/MED/FWT Payable	33.40
2833	Alpine Bank	Employee FICA	2205-FICA/MED/FWT Payable	142.85
2833	Alpine Bank	Company FICA	2205-FICA/MED/FWT Payable	142.85
2834	Northwestern Mutual Life Ins. Co.	Company	2227 · Simple IRA Payable	69.42
2834	Northwestern Mutual Life Ins. Co.	Employee	2227 · Simple IRA Payable	833.00
2835	LaVerne Starbuck	May - Nov.	5020 · Director Fees	700.00
2835	LaVerne Starbuck	May - Nov.	5230 · Directors' Expenses	128.88
2836	Bruce E. Wampler	May - Nov.	5020 · Director Fees	700.00
2836	Bruce E. Wampler	May - Nov.	5230 · Directors' Expenses	131.76

West Divide Water Conservancy District-General Fund  
Bills to be Paid  
December 15, 2005

2837	Kelly Couey	May - Nov.	5020 · Director Fees	700.00
2837	Kelly Couey	May - Nov.	5230 · Directors' Expenses	24.48
2838	Robert Zanella	May - Nov.	5020 · Director Fees	700.00
2838	Robert Zanella	May - Nov.	5230 · Directors' Expenses	137.88
2839	Samuel B. Potter	May - Nov.	5020 · Director Fees	700.00
2839	Samuel B. Potter	May - Nov.	5230 · Directors' Expenses	50.40
2840	Basalt Water Conservancy District	1/2 BWCD dinner	5255 · Meals	1,323.45
2841	Mountain Clear Water Company Inc.	bottled water	5100 · Office Supplies	19.55
2842	Samuel B. Potter	1/1/05-12/12/05 expenses	5230 Directors' Expenses	200.16
2843	Postmaster	postage	5300- Postage/box rent/etc.	108.00
2844	Xcel Energy	Oct.	5392 · Utilities	36.99

  
12,854.87

West Divide Water Conservancy District-General Stored Water  
Bills to be Paid  
December 15, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1571	Chelewski Pipe & Supply, Inc.	PVC Pipe Mainline	7810 · Silt Interconnect PVC Mainline	37,250.00
1571	Chelewski Pipe & Supply, Inc.	Other Construction	7812 · Silt Interconnect Other Const	7,250.00
1572	Ramirez, Gilbert	Overpayment	4028 · Colorado River Augmentation	55.00
1572	Ramirez, Gilbert	Overpayment	4024 · In/Comm.	155.00
1573	Farmers Irrigation Company	23 shares @ \$4.75	7015 · Farmers Irrigation Water	109.25
1574	Grand River Consulting Corp.	Silt Interconnect	7802 · Silt Interconnect Engineering	2,995.31
1574	Grand River Consulting Corp.	Database/GIS/Report prep.	7030 · Engineering	4,042.50
1574	Grand River Consulting Corp.	Water Right Acctg/Admin.	7030 · Engineering	5,469.08
1575	Olszewski & Massih, P.C.	Silt Interconnect	7801 · Silt Interconnect Legal	144.00
1575	Olszewski & Massih, P.C.	CRWCD	7045 · Legal	60.00
1575	Olszewski & Massih, P.C.	Alsbury	7045 · Legal	480.00
1575	Olszewski & Massih, P.C.	Contracts	7045 · Legal	288.00
1575	Olszewski & Massih, P.C.	02CW123	7045 · Legal	360.00
1576	Bureau of Reclamation	Ruedi I O & M	7075 · USBR (Ruedi & Green Mtn.)	327.00
1577	Bureau of Reclamation	Ruedi II	7075 · USBR (Ruedi & Green Mtn.)	35,963.00
1578	Joe Rando	40% Silt Interconnect Concrete	7806- Silt Interconnect Pump bldg.	16,672.00
				<u>111,620.14</u>

West Divide Water Conservancy District-Fourmile Creek  
Bills to be Paid  
December 15, 2005

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
1406	Water Court, Division #5	05CW148 (94CW344 expansion)	8055 · Legal Publications/Filing Fees	840.96
1407	Olszewski & Massih, P.C.	Opposition	8050 · Legal	240.00
1	Olszewski & Massih, P.C.	General	8050 · Legal	2,184.00
1408	Grand River Consulting Corp.	Aug Plan	8030 · Engineering	1,410.00
				<u>4,674.96</u>

**EXHIBIT A**

**2006 WATER ALLOTMENT CONTRACT RATES**

**WEST DIVIDE WATER CONSERVANCY DISTRICT**

**109 West Fourth Street P. O. Box 1478**

**Rifle, Colorado 81650-1478**

**Telephone (970) 625-5461 Fax (970) 625-2796**

**water@wdwcd.org**

**FEES:**

Administration Fee ( <b>non-refundable</b> application fee) .....	\$250.00
Administration Fee for Complex or Incomplete Applications	
Requiring Additional District Services .....	500.00
Amend Contract .....	110.00
Assignment of Contract .....	110.00
Division and Assignment of Contract (per resulting contract) .....	110.00
Annexation Fee for 3 Lots or less (plus publication costs) .....	150.00
Annexation Fee for more than 3 Lots (plus publication costs) .....	300.00
Recording Fee .....	10.00
Colorado River Augmentation Plan Assessment (per contract acre foot) .....	55.00
Fourmile Augmentation Plan Assessment (per contract acre foot) .....	165.00
Alsbery Augmentation Plan Assessment (per contract acre foot) .....	165.00

**WATER COSTS:**

**Minimum of one acre foot per contract.**

Domestic .....	\$105.00
Subdivision .....	130.00
Commercial .....	155.00
Direct Hauling (total diversion per acre foot) .....	450.00

**Fourmile contract surcharge .....** additional, per acre foot **50.00**  
(due to the high costs of the Fourmile operation)

## ADDENDUM TO CONSTRUCTION AGREEMENT

This Addendum to Construction Agreement ("Addendum") is made this \_\_\_ day of December, 2005, between the West Divide Water Conservancy District ("West Divide"), Silt Water Conservancy District ("Silt"), and Joe Rando ("Contractor").


This Addendum modifies and replaces Article V., "Payments", of the original Construction Agreement between West Divide, Silt, and Contractor dated October 12, 2005 ("Original Agreement"). Article V., "Payments", shall be modified and replaced as follows:

### ARTICLE V PAYMENTS

Contractor shall be paid 30% of the Contract Sum upon commencement of work, 40% upon completion of the main diversion structures located within the Silt Pump Canal and the West Lateral, 20% upon completion of all concrete work associated with the Project, and the remaining 10% upon completion of the Project and acceptance of the Project by West Divide and Silt.

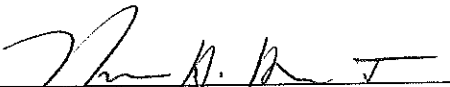
All other provisions contained in the Original Agreement shall remain in full force and effect.

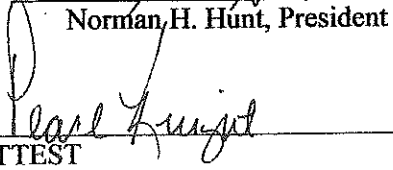
#### WEST DIVIDE WATER CONSERVANCY DISTRICT

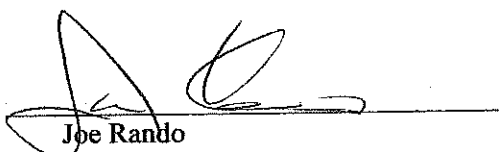
By  Dated 12/15/05  
Samuel B. Potter, President

  
ATTEST

#### SILT WATER CONSERVANCY DISTRICT

By  Dated 12-21-05  
Norman H. Hunt, President

  
ATTEST

By  Dated 12-15-05  
Joe Rando

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05-09  
CREATION OF SILT INTERCONNECT ENTERPRISE FUND**

WHEREAS, the Board of Directors of the West Divide Water Conservancy District ("District") wishes to create an enterprise fund to specifically track revenue and expenses of the Silt Interconnect project; and

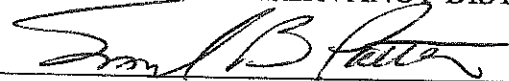
WHEREAS, the Board of Directors of the District wishes to be in compliance with the state mandated Tabor limits;

THEREFORE, the creation of an enterprise fund to specifically track the business of the Silt Interconnect project is this day created to be effective January 1, 2006.

APPROVED AND ADOPTED the 15th day of December, 2005.

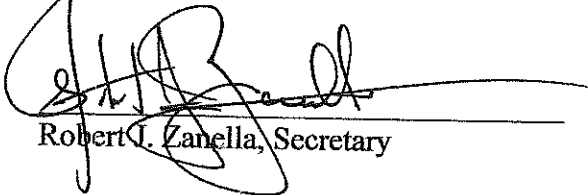
WEST DIVIDE WATER CONSERVANCY DISTRICT

by



Samuel B. Potter, President

ATTEST:



Robert J. Zanella, Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05-10  
RESOLUTION TO ADOPT 2006  
GENERAL FUND BUDGET**

A resolution summarizing expenditures and revenues for each fund and adopting a budget for the West Divide Water Conservancy District, Colorado, for the calendar year beginning on the first day of January 2006, and ending on the last day of December 2006;

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has appointed LaVerne Starbuck, Treasurer, and Janet Maddock, Administrative Assistant, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget was submitted to this governing body on October 12, 2005, for consideration; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at the West Divide Water Conservancy District's office, 109 West Fourth Street, Rifle, Colorado; a public hearing was held on December 15, 2005; and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and


WHEREAS, whatever increase may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District, Colorado:

1. That the budget as submitted and herein summarized by fund, hereby is approved and adopted as the budget of the West Divide Water Conservancy District for the year stated above.
2. That the budget hereby approved and adopted shall be signed by the President and Secretary and made a part of the public records of the West Divide Water Conservancy District.

ADOPTED this 15th day of December, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

  
Samuel B. Potter, President

ATTEST:

  
Secretary

WEST DIVIDE WATER CONSERVANCY DISTRICT

PROPOSED BUDGET JANUARY 1, 2006 TO DECEMBER 31, 2006

GENERAL FUND

<u>DESCRIPTION</u>	<u>Actual Prior</u>	<u>Budget</u>	<u>Actual</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>Year 2004</u>	<u>Year 2005</u>	<u>1/1-9/30/2005</u>	<u>Year 2005</u>	<u>Year 2006</u>
<u>BEGINNING FUND BALANCE</u>	<u>\$ 176,947</u>	<u>\$ 188,437</u>	<u>\$ 182,309</u>	<u>\$ 182,309</u>	<u>\$ 150,000</u>

ESTIMATED GENERAL FUND REVENUE

Gen Prop Tax Garco	77,096	80,943	80,139	80,943	85,012
Gen Prop Tax Pitkin	2,984	2,294	2,612	2,912	1,922
Gen Prop Tax Mesa	237	312	312	312	339
Specific Ownership Tax	9,338	10,000	6,318	10,000	10,000
Interest Income	2,553	10,000	3,793	10,000	10,000
Miscellaneous	-	18,306	-	18,306	64,500
<b>TOTAL EST. GENERAL FUND REVENUE</b>	<b>92,208</b>	<b>121,855</b>	<b>93,174</b>	<b>122,473</b>	<b>171,773</b>

TOTAL ESTIMATED REVENUE AND  
BEGINNING FUND BALANCE

269,155	310,292	275,483	304,782	321,773
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WEST DIVIDE WATER CONSERVANCY DISTRICT

PROPOSED BUDGET JANUARY 1, 2006 TO DECEMBER 31, 2006

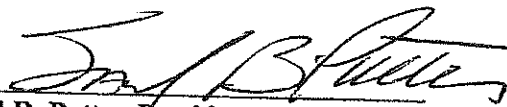
GENERAL FUND

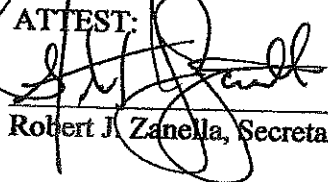
DESCRIPTION

ESTIMATED EXPENDITURES

DESCRIPTION	Actual Prior	Budget	Actual	Estimated	Proposed
	Year 2004	Year 2005	1/1-9/30/2005	Current Year 2005	Year 2006
Director Fees	3,407	6,000	2,000	6,000	6,000
Director Expenses		2,500	260	2,500	2,500
Administrative Assistant	23,199	23,858	20,855	23,858	36,257
Medical Ins. Admin. Assistant	3,944	4,140	2,696	4,140	4,200
Medical Ins. Dependant Coverage	5,151	5,352	3,513	5,352	5,400
Simple IRA	699	716	614	716	1,082
Payroll Taxes	1,823	2,000	1,645	2,000	2,075
Workers' Compensation Ins.		275	308	308	275
Office Supplies	3,864	4,500	3,265	4,500	4,500
Accounting	4,698	6,000	731	6,000	6,000
Audit Preparation	4,625	4,500		4,500	5,500
Budget Preparation	1,710	2,000		2,000	2,000
Dues and Registrations	1,216	1,000	1,345	1,500	1,000
Meals	996	1,500	300	1,500	1,500
Engineer (General)	6,822	15,000	4,510	15,000	15,000
Legal	17,939	18,000	12,433	18,000	18,000
Legal Notices	92	100		100	100
Postage/Box Rent	675	1,500	446	1,500	1,500
Telephone	1,628	1,750	1,034	1,750	1,750
Internet Service	318	1,000	84	1,000	1,000
Utilities	1,335	1,300	1,372	2,000	3,000
Bank Charges		50		50	50
Building Rent	4,888	4,884	3,717	5,000	5,500
County Treasurer's Fees	1,701	1,700	1,742	1,800	2,000
Insurance-Auto	204	450	204	450	450
Insurance-Property & Liability	474	600	474	600	600
Insurance-Officers' Blanket Bond		1,000	752	1,000	1,000
Insurance-E&O	565	1,000	565	1,000	1,000
Janitorial Service	730	960	720	960	960
Capital Outlay		196,657		39,698	191,574
TOTAL EXPENDITURES	92,703	310,292	65,585	154,782	321,773
ENDING FUND BALANCE	\$ 176,452	\$ -	\$ 209,898	\$ 150,000	\$ (0)

ADOPTED December 15, 2005

  
 Samuel B. Potter, President

ATTEST:  
  
 Robert J. Zanella, Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05-11  
RESOLUTION TO ADOPT 2006  
GENERAL STORED WATER ENTERPRISE FUND BUDGET**

A resolution summarizing expenditures and revenues for each fund and adopting a budget for the West Divide Water Conservancy District, Colorado, for the calendar year beginning on the first day of January 2006, and ending on the last day of December 2006;

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has appointed LaVerne Starbuck, Treasurer, and Janet Maddock, Administrative Assistant, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget was submitted to this governing body on October 12, 2005, for consideration; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at the West Divide Water Conservancy District's office, 109 West Fourth Street, Rifle, Colorado; a public hearing was held on December 15, 2005; and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increase may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District, Colorado:

1. That the budget as submitted and herein summarized by fund, hereby is approved and adopted as the budget of the West Divide Water Conservancy District for the year stated above.
2. That the budget hereby approved and adopted shall be signed by the President and Secretary and made a part of the public records of the West Divide Water Conservancy District.

ADOPTED this 15th day of December, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

  
\_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

  
\_\_\_\_\_  
Secretary

WEST DIVIDE WATER CONSERVANCY DISTRICT

PROPOSED BUDGET JANUARY 1, 2006 TO DECEMBER 31, 2006

GENERAL STORED WATER

<u>DESCRIPTION</u>	<u>Actual Prior Year 2004</u>	<u>Budget 2005</u>	<u>Actual 1/1-9/30/05</u>	<u>Estimated Current Year 2005</u>	<u>Proposed Budget Year 2006</u>
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**BEGINNING FUND BALANCE**

**\$ 326,672    \$ 420,427    \$ 314,204    \$ 314,204    \$ 490,000**

ESTIMATED FUND REVENUE

Colorado River Contracts	469,168	400,000	406,914	410,000	400,000
Avalanche Canal and Siphon	1,200	1,200	1,200	1,200	1,200
Alsbury Contracts	13,591	13,000	17,496	18,000	10,000
Farmers Irrigation Company			10,375	11,000	10,500
Interest Income	11,211	6,000	21,764	25,596	25,000
<b>TOTAL ESTIMATED REVENUE</b>	<b>495,170</b>	<b>420,200</b>	<b>457,749</b>	<b>465,796</b>	<b>446,700</b>

**TOTAL ESTIMATED REVENUE AND  
BEGINNING FUND BALANCE**

**821,842    840,627    771,953    780,000    936,700**

WEST DIVIDE WATER CONSERVANCY DISTRICT

PROPOSED BUDGET JANUARY 1, 2006 TO DECEMBER 31, 2006

GENERAL STORED WATER

DESCRIPTION	Actual Prior	Budget	Actual	Estimated	Proposed
	Year 2004	2005	1/1-9/30/05	Current Year 2005	Budget Year 2006

ESTIMATED EXPENDITURES

Advertising/Public Relations		500		500	500
Farmers Irrigation Water	92,349	100,000	139	200	200
Bank Charges	21	50	15	50	50
Engineering	63,957	45,000	46,734	60,000	45,000
Insurance-Alsbury	2,870	3,000	3,061	3,100	3,100
Legal	37,956	28,000	24,992	34,000	28,000
Legal Publication & Filing Fees	5,884	5,000	2,128	5,000	5,000
Loan to Four Mile Creek Fund		20,000		20,000	20,000
Operating Costs-Alsbury		10,000		10,000	10,000
Permit (USFS)	433	500		500	500
Recording Fees	660	1,200	227	1,150	1,200
(USBR) Water	46,122	46,250	29,813	46,250	46,250
Wolford Reservoir Water			9,250	9,250	2,500
Capital Outlay-Alsbury		300,000		100,000	100,000
Capital Outlay-Other		281,127		-	200,000
Loan- Silt Interconnect Enterprise Fund					200,000
<b>TOTAL EXPENDITURES</b>		<b>250,252</b>	<b>142,245</b>	<b>290,000</b>	<b>662,300</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 571,590</b>	<b>\$ -</b>	<b>\$ 629,708</b>	<b>\$ 490,000</b>
					<b>\$ 274,400</b>

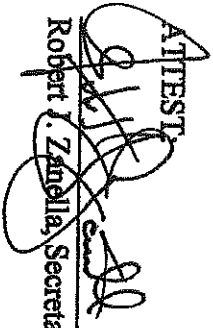
ADOPTED December 15, 2005

Samuel B. Potter, President



ATTEST

Robert J. Zandella, Secretary



**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05-12  
RESOLUTION TO ADOPT 2006  
FOURMILE CREEK ENTERPRISE FUND BUDGET**

A resolution summarizing expenditures and revenues for each fund and adopting a budget for the West Divide Water Conservancy District, Colorado, for the calendar year beginning on the first day of January 2006, and ending on the last day of December 2006;

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has appointed LaVerne Starbuck, Treasurer, and Janet Maddock, Administrative Assistant, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget was submitted to this governing body on October 12, 2005, for consideration; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at the West Divide Water Conservancy District's office, 109 West Fourth Street, Rifle, Colorado; a public hearing was held on December 15, 2005; and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increase may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District, Colorado:

1. That the budget as submitted and herein summarized by fund, hereby is approved and adopted as the budget of the West Divide Water Conservancy District for the year stated above.
2. That the budget hereby approved and adopted shall be signed by the President and Secretary and made a part of the public records of the West Divide Water Conservancy District.

ADOPTED this 15th day of December, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

  
\_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

  
\_\_\_\_\_  
Secretary

WEST DIVIDE WATER CONSERVANCY DISTRICT

PROPOSED BUDGET JANUARY 1, 2006 TO DECEMBER 31, 2006

FOUR MILE CREEK

DESCRIPTION	Actual Prior	Budget	Actual	Estimated	Proposed
	Year 2004	2005	1/1/-9/30/05	Current	Budget
BEGINNING FUND BALANCE	\$ 872	\$19,388	\$ (5,838)	\$ (5,838)	\$ 4,337

ESTIMATED FUND REVENUE

Water Contracts.	44,459	45,000	38,737	45,000	45,000
Excess Atkinson Dich Water	2,038	2,000	2,095	2,100	2,000
Interest Income	36	500	64	500	500
Loan from General Stored Water		20,000		20,000	20,000
<b>TOTAL ESTIMATED REVENUE</b>	<b>46,533</b>	<b>67,500</b>	<b>40,896</b>	<b>67,600</b>	<b>67,500</b>

TOTAL ESTIMATED REVENUE AND BEGINNING FUND BALANCE

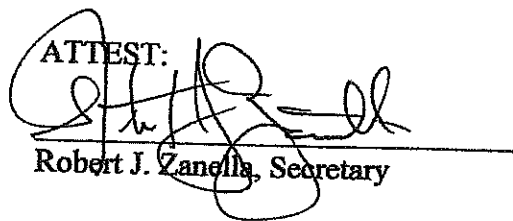
	47,405	86,888	35,058	61,762	71,837
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ESTIMATED EXPENDITURES

Augmentation Expense, Greenwald					
Gentry, Sunlight	9,487	4,500	2,721	4,500	3,000
Bank Charges		25		25	25
Engineering	7,755	11,000	5,402	11,000	11,000
Prod. Forbearance Pymt.-Bershenyi Hay		5,300		5,300	5,300
Operating Costs		11,000		11,000	11,000
Legal	14,439	14,000	5,502	14,000	14,000
Legal Publications & Filing Fees		500		500	500
Recording Fees	6	100	39	100	100
Water Leasing/Price, Bershenyi,Zilm	12,124	11,000	10,169	11,000	11,000
Capital Outlay					15,912
<b>TOTAL ESTIMATED EXPENDITURES</b>	<b>43,811</b>	<b>57,425</b>	<b>23,833</b>	<b>57,425</b>	<b>71,837</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 3,594</b>	<b>\$29,463</b>	<b>\$ 11,225</b>	<b>\$ 4,337</b>	<b>\$ -</b>

ADOPTED December 15, 2005

  
 Samuel B. Potter, President

ATTEST:  
  
 Robert J. Zanella, Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05-13  
RESOLUTION TO ADOPT 2006  
SILT INTERCONNECT ENTERPRISE FUND BUDGET**

A resolution summarizing expenditures and revenues for each fund and adopting a budget for the West Divide Water Conservancy District, Colorado, for the calendar year beginning on the first day of January 2006, and ending on the last day of December 2006;

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has appointed LaVerne Starbuck, Treasurer, and Janet Maddock, Administrative Assistant, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget was submitted to this governing body on October 12, 2005, for consideration; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at the West Divide Water Conservancy District's office, 109 West Fourth Street, Rifle, Colorado; a public hearing was held on December 15, 2005; and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and


WHEREAS, whatever increase may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District, Colorado:

1. That the budget as submitted and herein summarized by fund, hereby is approved and adopted as the budget of the West Divide Water Conservancy District for the year stated above.
2. That the budget hereby approved and adopted shall be signed by the President and Secretary and made a part of the public records of the West Divide Water Conservancy District.

ADOPTED this 15th day of December, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

  
Samuel B. Pottet, President

ATTEST:

  
Secretary

WEST DIVIDE WATER CONSERVANCY DISTRICT

PROPOSED BUDGET JANUARY 1, 2006 TO DECEMBER 31, 2006

SILT INTERCONNECT ENTERPRISE FUND

DESCRIPTION	Actual Prior	Budget	Actual	Estimated	Proposed
	Year 2004	2005	1/1-9/30/05	Current	Budget
				Year 2005	Year 2006
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

ESTIMATED FUND REVENUE

Water Contracts					3,000
U.S. Department of Interior Grant					202,000
CRWCD Grant					30,000
SWCD Cost Share					25,000
Loan from General Stored Water					200,000
<b>TOTAL ESTIMATED REVENUE</b>					<b>457,000</b>


TOTAL ESTIMATED REVENUE AND BEGINNING FUND BALANCE

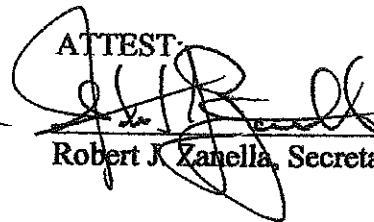
					457,000
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ESTIMATED EXPENDITURES

Maintenance					2,000
Legal Publications/Filing Fees					100
Capital expenditures-Silt Interconnect					404,000
<b>TOTAL ESTIMATED EXPENDITURES</b>					<b>406,100</b>
<b>ENDING FUND BALANCE</b>					<b>\$ 50,900</b>

ADOPTED December 15, 2005

  
 Samuel B. Potter, President

ATTEST  
  
 Robert J. Zanella, Secretary



**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05--14  
RESOLUTION TO APPROPRIATE SUMS OF MONEY**

A resolution appropriating sums of money to the various funds and spending agencies, in the amounts and for the purposes as set forth below, for the West Divide Water Conservancy District, Colorado, for the 2006 budget year;

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has adopted the annual budget in accordance with the Local Government Budget Law on December 15, 2005; and

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District, Colorado:

That the following sums are hereby appropriated from the revenue of each fund, to each fund, for purposes stated:

General Fund current operating expenses	\$ 321,773
General Stored Water Enterprise Fund current operating expenses	\$ 662,300
Four Mile Creek Enterprise Fund current operating expenses	\$ 71,837
Silt Interconnect Enterprise Fund current operating expenses	\$ 406,100

ADOPTED this 15 day of December, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

  
\_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

  
\_\_\_\_\_  
Robert J. Zanella, Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05--15  
RESOLUTION TO SET MILL LEVIES**

A resolution levying general property taxes for the year 2006, to help defray the costs of government for the West Divide Water Conservancy District, Colorado, for the 2006 budget year.

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has adopted the annual budget in accordance with the Local Government Budget Law on December 15, 2005; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$87,273; and

WHEREAS, the 2006 valuation for assessment for the West Divide Water Conservancy District as certified by the County Assessors is \$877,459,895.

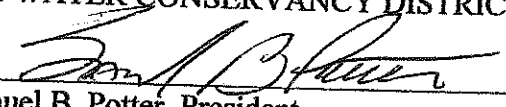
NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District, Colorado:

1. That for the purpose of meeting all general operating expenses of the West Divide Water Conservancy District during the 2006 budget year, there is hereby levied a tax of .248 mills which includes a temporary property tax credit of .149 mills for a total mill levy of .099 upon each dollar of the total valuation for assessment of all taxable property within the West Divide Water Conservancy District for the year 2006.

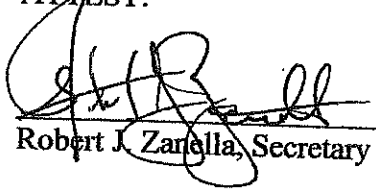
2. Janet Maddock is hereby authorized and directed to certify to the County Commissioners of Garfield, Pitkin, and Mesa counties, Colorado, the mill levies for the West Divide Water Conservancy District as hereinabove determined and set.

ADOPTED, this 15 day of December, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

  
\_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

  
\_\_\_\_\_  
Robert J. Zarrella, Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05-16  
RESOLUTION DESIGNATING ALL YEAR-END  
FUND BALANCES AS A "RESERVE INCREASE"**

WHEREAS, the West Divide Water Conservancy District is required to prepare an annual budget;

WHEREAS, the Board of Directors of the West Divide Water Conservancy District has considered the provisions of Article X, Section 20, of the Colorado Constitution and has attempted to comply with the terms thereof;

WHEREAS, the Board of Directors finds that it is appropriate to approve a resolution setting forth the intentions of the Board regarding such year-end fund balances for the year 2006;


NOW, THEREFORE, be it resolved by the Board of Directors of the West Divide Water Conservancy District that the General Fund emergency reserve be increased to \$ \_\_\_\_\_, and that any and all year-end fund balances shall be considered a "reserve increase" and therefore a part of 2006 "fiscal year spending" within the meaning of Article X, Section 20(2)(e), of the Colorado Constitution.

READ, APPROVED, AND ADOPTED this 15 day of December, 2005.

WEST DIVIDE WATER CONSERVANCY DISTRICT

  
\_\_\_\_\_  
Samuel B. Potter, President

ATTEST:

  
\_\_\_\_\_  
Robert J. Zanella, Secretary

**WEST DIVIDE WATER CONSERVANCY DISTRICT  
RESOLUTION 05-17  
POLICY REGARDING DIRECT HAULING DIVERSIONS  
IN EXCESS OF CONTRACT AMOUNT**

WHEREAS, the Board of Directors of the West Divide Water Conservancy District ("District") wishes to establish a policy to address the situation wherein a Direct Hauler has diverted water in excess of the contracted amount;

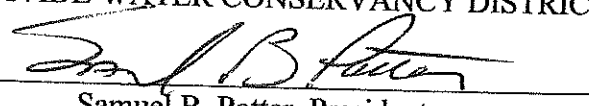
THEREFORE, the following policy is presented for adoption effective January 1, 2006. :

*Direct Haulers shall be notified to amend and increase contracts for the subsequent year if the diversion is in excess of the contract amount, provided the violation did not occur while there was a call on the river. If however, there is a call on at the time of violation, the Direct Hauler will be required to amend the contract amount for the current year as well as the subsequent year. .*

APPROVED AND ADOPTED the 15th day of December, 2005.

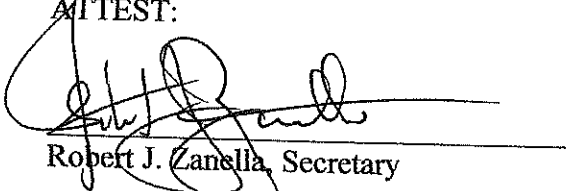
WEST DIVIDE WATER CONSERVANCY DISTRICT

by



Samuel B. Potter, President

ATTEST:



Robert J. Zanella, Secretary